
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
JUNE 18, 2018
6:45 PM

INVOCATION - Commissioner Jeannette Council, Vice Chair

PLEDGE OF ALLEGIANCE - Abby Beam, 9 years old, William H. Owen Elementary School

Recognition of the Jack Britt High School Varsity Softball Team on Winning the 4A State Championship

Recognition of the New Life Christian Academy Boys Basketball Team on Winning the NACA 2018 Division IV National Championship

Recognition of Outgoing Board Member Linda Amos, Human Relations Commission

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

2. CONSENT AGENDA

- A. Approval of May 22, 2018 Special Meeting Minutes for FY19 Budget Presentation, May 29, 2018 Special Meeting Minutes for FY19 Budget Work Session, June 4, 2018 Regular Meeting Minutes and June 4, 2018 Special Meeting Minutes for FY19 Budget Public Hearing and Work Session
- B. Approval of Proclamation Honoring Community First Responders
- C. Approval of Resolution Supporting the Local Ozone Advance Program
- D. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy
- E. Approval of Submission of 2018 Community Development Annual Action Plan
- F. Approval of Formal Bid Award for Disaster Debris Stand-by Contracts
- G. Approval of FY2018 Community Transportation Services Contract Amendments
- H. Approval of FY2019 Community Transportation Services Contract Extensions
- I. Approval of the FY 2018-2019 Home & Community Care Block Grant for Older Adults Agreement Between County of Cumberland and Mid-Carolina Area Agency on Aging
- J. Approval of Resolution to Lease Certain Real Property to Easter Seals of North Carolina and Virginia, Inc.
- K. Approval of Budget Ordinance Amendments for the June 18, 2018 Board of Commissioners' Agenda
- L. Approval of Cumberland County Facilities Committee Report and Recommendation(s)

1. Additional Security Measures In Courtroom 3A
 2. Contract For Room 564 Renovation And Budget Ordinance Amendment #B181457
 3. Contract For Exterior Building Repairs For Multiple County Facilities
 4. Contracts For Reconstruction Of Stormwater Detention Ponds At Crown Complex And Budget Ordinance Amendment #B181438
 5. Contract For Parking Lot Improvements At Bordeaux Branch Library
 6. Contract For Parking Lot Improvements At East Regional Library
 7. Radio Tower Lease Agreement With The North Carolina Department Of Agriculture And Consumer Services
 8. Cumberland County Facilities Committee Draft Minutes - June 7, 2018 (For Information Only)
- M. Approval of Cumberland County Finance Committee Report and Recommendation(s)
1. Standing Objection to the Waiver of any Court Cost or Fine in Response to Session Law 2017-57, Sections 18B.6(a) and (b)
 2. Workforce Development Board Recommendation to Award the Workforce Innovation Opportunities Act (WIOA) Title 1 Program Services Contract to Education Data Systems, Inc. (EDSI)
 3. Cumberland County Finance Committee Draft Minutes - June 7, 2018 (For Information Only)
- N. Approval of Cumberland County Policy Committee Report and Recommendation(s)
1. Policy Revision and Resolution to Engage in Electronic Payments as Defined by G.S. 159-28
 2. County Purchasing Policy Amendment by Incorporating Federal Uniform Guidance Procurement Standards
 3. Denial of Sheriff's Office Request to be Excepted from the County's Purchasing Policy
 4. Request from Residents of Mt. Vernon Estates for County to Undertake a Watershed Improvement Project by Special Assessment
 5. Cumberland County Policy Committee Draft Minutes-June 7, 2018 (For Information Only)
3. PUBLIC HEARINGS
- Uncontested Rezoning Cases
- A. Case P18-17
- Contested Rezoning Cases
- B. Case P18-19

Other Public Hearings

- C. Public Hearing On Amendment To Flood Damage Prevention Ordinance And Revised Flood Insurance Rate Maps (FIRMS)

4. ITEMS OF BUSINESS

- A. Update on HB 630 As Reflected In Memorandum of Understanding Between NC Department of Health & Human Services and Cumberland County
- B. Consideration of Request from Campbell Soup Supply Company, LLC, to Amend its Economic Development Incentives Agreement
- C. Request for Amendment to Community Development Block Grant - Disaster Recovery (CDBG-DR) Grant Agreement Between the NC Department of Commerce, the NC Department of Public Safety, Division of Emergency Management and Cumberland County
- D. Designation of Voting Delegate to 2018 NCACC Annual Conference

5. NOMINATIONS

- A. Human Relations Commission (2 Vacancies)

6. APPOINTMENTS

- A. Cumberland County Workforce Development Board (3 Vacancies)

7. CLOSED SESSION:

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

ADJOURN

WATCH THE MEETING LIVE

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

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

IT WILL BE REBROADCAST ON WEDNESDAY, JUNE 20, AT 7:00 PM AND FRIDAY, JUNE 22, AT 10:30 AM.

REGULAR BOARD MEETINGS:

****NO MEETINGS IN JULY****

August 6, 2018 (Monday) - 9:00 AM

August 20, 2018 (Monday) - 6:45 PM

**THE MEETING VIDEO WILL BE AVAILABLE
ATYOUTUBE.COM/CUMBERLANDCOUNTYNC**



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

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 6/6/2018

**SUBJECT: RECOGNITION OF THE JACK BRITT HIGH SCHOOL VARSITY SOFTBALL
TEAM ON WINNING THE 4A STATE CHAMPIONSHIP**

BACKGROUND

The Jack Britt softball team won the N.C. High School Athletic Association 4A state championship on June 3, 2018. The Buccaneers defeated South Caldwell 6-3 in Game 3 of the best-of-three series at Dail Stadium on the N.C. State campus.

The achievement marks the first time a team from Cumberland County has won an NCHSAA state softball championship in the fast-pitch era.

RECOMMENDATION / PROPOSED ACTION

Recognize and congratulate Head Coach Sebrina Wilson and the team on winning the NCHSAA state softball championship.



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

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 6/6/2018

**SUBJECT: RECOGNITION OF THE NEW LIFE CHRISTIAN ACADEMY BOYS
BASKETBALL TEAM ON WINNING THE NACA 2018 DIVISION IV
NATIONAL CHAMPIONSHIP**

BACKGROUND

The boys basketball team from New Life Christian Academy won the 2018 National Association of Christian Athletes Division IV national championship on March 5.

Arshon King was the tournament's MVP on offense. King was named to the All-Tournament Team, along with Reggie Raynor and Davante Gathers.

The school is located at 1420 Hoke Loop Road.

RECOMMENDATION / PROPOSED ACTION

Recognize and congratulate the New Life Christian Academy boys basketball team on winning the National Association of Christian Athletes (NACA) Division IV national championship.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 6/18/2018

SUBJECT: APPROVAL OF PROCLAMATION HONORING COMMUNITY FIRST RESPONDERS

BACKGROUND

Commissioner Jimmy Keefe requested a proclamation for the inaugural Public Safety Valor Awards event on June 28. This event was initiated by the Greater Fayetteville Chamber to show community appreciation to First Responders in the County, City and Fort Bragg.

RECOMMENDATION / PROPOSED ACTION

The Board of Commissioners is respectfully requested to consider approval of the proclamation.

ATTACHMENTS:

Description	Type
Proclamation Honoring Community First Responders	Backup Material

COUNTY OF CUMBERLAND

NORTH CAROLINA

Proclamation

WHEREAS, individuals, both career and volunteer, from 9-1-1 Dispatchers, Law Enforcement, Firefighters, Emergency Medical Services, Search and Rescue and other organizations in the Public Safety Sector, come together as First Responders to protect and aid the public in the event of an emergency; and

WHEREAS, First Responders are our first and best defense against all emergencies that may threaten our community, whatever their nature; and

WHEREAS, First Responders stand ready to aid people 24 hours, seven days a week, often risking their own safety in performance of their duties to protect our citizens; and

WHEREAS, members of First Responder organizations undergo significant education, training and personal sacrifice in order to achieve the expertise required to respond to every type of emergency situation; and

WHEREAS, emergencies often command the services of many agencies working together as First Responders; and

WHEREAS, the Greater Fayetteville Chamber of Commerce will honor forty-two public safety personnel at the inaugural Public Safety Valor Awards on June 28, 2018 to show community appreciation to our first responders in the County, City and Fort Bragg; and

WHEREAS, First Responder honorees will be recognized for acts of heroism in the past year with a Certificate of Merit for outstanding work benefitting the department, the Lifesaving Award for personnel who put their own safety at risk to save the life of another and the prestigious Valor Award for incidents in which acts of heroism are performed at extreme risk.

NOW THEREFORE, BE IT PROCLAIMED, that We, the Cumberland County Board of Commissioners, hereby recognize and express deep gratitude to our men and women First Responders and encourage all citizens to join us in thanking those most deserving for a job well done.

Adopted the 18th day of June 2018.

LARRY L. LANCASTER, Chairman
Cumberland County Board of Commissioners

Presented the 28th day of June 2018.

JIMMY KEEFE, County Commissioner
Liaison to Fire Chief's Association/LEPC



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON ASST. COUNTY MANAGER

DATE: 5/25/2018

**SUBJECT: APPROVAL OF RESOLUTION SUPPORTING THE LOCAL OZONE
ADVANCE PROGRAM**

BACKGROUND

The Fayetteville Metropolitan Area Air Quality Stakeholders Committee is requesting a resolution indicating continued support of the local Ozone Advance Action Program. This program is a collaborative effort among local governments, agencies, and other groups interested in protecting and improving the air quality of Fayetteville and Cumberland County. Attached to this memo is a copy of the proposed resolution and a copy of the most recent Ozone Advance Program Action Plan.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of the proposed resolution.

ATTACHMENTS:

Description	Type
Ozone Advance Air Quality Resolution	Resolution
Ozone Advance Program Plan	Backup Material

**RESOLUTION SUPPORTING THE
OZONE ADVANCE PROGRAM**

RESOLUTION 2018-XX

WHEREAS, the federal Clean Air Act, through the Environmental Protection Agency (EPA), establishes air quality standards to protect public health and welfare; and

WHEREAS, Cumberland County has acknowledged the importance of these standards in promoting quality of life, economic development, and future healthy development; and

WHEREAS, Cumberland County concurs with efforts by the Fayetteville Metropolitan Area Air Quality Stakeholders Committee to maintain at or below the federal standard as set annually by the EPA; and

WHEREAS, in 2003 the Cumberland County Board of Commissioners partnered with all of its municipalities to participate in the EPA's Early Action Compact and created the Air Quality Stakeholders of Cumberland County to proactively improve air quality for our citizens; and

WHEREAS, EPA, in conjunction with state governments, business, industry, and environmental interest, has developed an option known as an "Ozone Advance Program," through which an area, in partnership with the North Carolina Department of Environmental and Natural Resources and EPA, can voluntarily improve conditions through strategies developed through an Action Plan to help avoid a designation of non-attainment; and

WHEREAS, the benefits of participating in an Ozone Advance Program include: clean air sooner, potentially avoiding non-attainment designation; preference during EPA federal grant allocations; flexibility to achieve standards in cost effective ways; development of local standards in partnership with stakeholders and the state, and other benefits;

NOW, THEREFORE, BE IT RESOLVED, that Cumberland County supports the Ozone Advance Program and will participate in the development and implementation of an Action Plan with the purpose of reducing ground-level ozone concentrations.

Ozone Advance Program Action Plan

Cumberland County, North Carolina



A joint effort by US EPA Region 4, North Carolina Department of Environment and Natural Resources, and the Cumberland County Board of Commissioners, Town of Falcon, City of Fayetteville, Fort Bragg Military Reservation, Town of Godwin, Town of Hope Mills, Town of Linden, Town of Spring Lake, Town of Stedman and Town of Wade and the Fayetteville Area Metropolitan Planning Organization

September 14, 2016

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1. Purpose of the Ozone Advance Program

1.0 Introduction

The Ozone Advance is a collaborative effort between the EPA, states, tribes, and local governments. The program encourages expedition emission reductions in ozone attainment areas to help these areas continue to meet the National Ambient Air Quality Standards (NAAQS) for ground-level ozone. Specifically, the Ozone Advance Program will:

- Help attainment areas reduce emissions in order to ensure continued health protection,
- Better position areas to remain in attainment, and
- Efficiently direct available resources towards actions to address ozone problems quickly.

Ozone Advance promotes local actions to reduce ozone precursors in attainment areas to help these areas continue to maintain the ozone NAAQS. The program encourages states, tribes, and local governments to take proactive steps to keep their air clean.

Ozone Advance is distinct from the former Early Action Compact (EAC) program in that it focuses on attainment areas, and it does not provide regulatory flexibility in the form of deferred designations or otherwise. The programs are similar, however, in terms of their encouragement of early actions to reduce ozone precursors, and the development of stakeholder groups.

1.1 Background and Stakeholders Involvement

The Clean Air Act (CAA), as amended in 1990, is the most recent version of a law first passed in 1970. The 1990 Amendment made some major changes in the Act, by empowering the US Environmental Protection Agency (EPA) to set up permitting and enforcing programs for larger sources that release pollutants into the air.

On July 17, 1997, the EPA promulgated revised National Ambient and Air Quality Standards, addressing changes in the Ozone and moving from 1-hour standard to an 8-hour standard, as longer exposure to ozone have been proven to have a significant impact on people and the environment. The new primary and secondary standard was set to 0.08 parts per million (ppm) for ground-level ozone.

In 2002, the EPA proposed a new program: The Early Action Compact (EAC), to areas in the country that would meet certain criteria. Each participating area was to have an Early Action Compact Memorandum (EAC) of Agreement signed by December 31, 2002. The Chairman of the Cumberland County Board of Commissioners originally signed the EAC Memorandum of Agreement on December 13, 2002. The Early Action Plan, a document outlining local, state, and federal strategies to reduce ozone precursors, followed. Milestones set by EPA were met by Cumberland County resulting in designation as an Ozone Attainment Area in April 2008. Ground level ozone standards were changed once more in 2008 and set at 0.075 ppm and updated again in

2015 to .070ppm. Cumberland County elected to continue with the air quality regional efforts in the hope that uninterrupted work would further the ozone precursors reduction. The Cumberland County Air Quality Stakeholders Committee, which was formed as a part of the EAC, now meets quarterly ten years after first assembling to review and promote air quality improvement strategies.

As a former Early Action Compact Region this area decided it was advantageous to participate in this program and the Cumberland County Board of Commissioners approved participation in the Ozone Advance (OA) Program to continue the efforts initiated in 2002. Chairman W. Marshall Faircloth signed the letter of interest on September 4, 2012. Every municipality within Cumberland County signed a resolution of support and commitment to participate in the OA program in 2013. Cumberland County and the City of Fayetteville proclaimed May as Air Quality Awareness month annually in 2014 and 2015. The towns of Eastover and Spring Lake signed new resolutions in 2015 and Sustainable Sandhills is working to renew resolutions with the other Stakeholder municipalities in 2016-2017.

Table 1A. Air Quality Stakeholders of Cumberland County 2016	
NAME	Affiliation
Carolyn Justice Hinson	Fayetteville Public Works Commission (PWC)
Commissioner Larry Lancaster	Town of Fayetteville/ Cumberland Co. Representative
Commissioner Peggy Raymes	Town of Stedman
Councilwoman Kathy Jensen	City of Fayetteville
Russ Rogerson	Economic Development
Shanelle B. Harris	Fayetteville Area System of Transit (FAST)/ FAST Civil Rights Activist
Dr. Ana MacDowell	Medical Rep.
Francis Collier	Town of Linden
Gary Slater	Major Industry
Hanah Ehrenreich	Sustainable Sandhills
Janice Lucas	Town of Falcon
John Gillis	Homebuilders Association
Johnny Lanthorn	Town of Wade
Jon Parsons	Environmental Rep./ Energy Mgr @FSU
Celestine Raineri, REHS	Environmental health
David Heins	Fort Bragg
Natalee Ezzell	Town of Godwin
Kim Nazarchyk	Town of Eastover- Town Manager

Table 1B. Combined Air Team (CombAT) Members	
Al Miller	Cumberland County Schools (CCS)
Cecil Combs	Deputy Director Planning& Inspection Cumberland County
Faye Lewis	Mid Carolina Council of Governments (MCCOG)
Gary Cullen	Air Program Mgr @ Ft Bragg Public Utilities
Glen Prillman	Fort Bragg
James Bush	Cumberland County School District
Jeff Brooks	Fayetteville State University (FSU)
Jeffery Brown	Engineering and Infrastructure Director Engineering and Infrastructure Department of County Cumberland
Jennifer McHone-Sides	North Carolina Department of Environmental Quality
Jerry Dietzen	City of Fayetteville
Eddie Dancausse	North Carolina Department of Transportation
Joe Levister	Fayetteville Technical Community College
Karen Hilton	Combat Contacts
Lee Jernigan	City Traffic Engineer
Phillip Hart	COF- Transportation Planner
Mike Rutan	FAMPO

The Stakeholders (Table 1A.) revised by-laws in early 2016 to mandate a quarterly meeting schedule in conjunction with the CombAT team members.

The Stakeholders' committee is supported by the Combined Air Team (CombAT) (Table 1B.) that includes members of Cumberland County, City of Fayetteville, Fayetteville State University, Public Works Commission, Fayetteville Area System of Transit (FAST), the Fort Bragg Air Team, and is coordinated by the community environmental nonprofit, Sustainable Sandhills. CombAT is on call to provide the Stakeholders with technical information and administrative assistance. The public involvement does not end with the Stakeholders. An aggressive process of education and outreach into the community has been documented since the beginning of this endeavor, to include involvement of the Public School Systems (Cumberland County and Fort Bragg), utility providers, the Plant Managers Association, and public education requesting presentations. The Air Quality web page, maintained by FAMPO staff, provides information on the local effort and related links (<http://www.fampo.org/airquality.htm>). FAMPO contracts with Sustainable Sandhills to plan and implement air quality related programs throughout their region. Minutes of the Stakeholders' meetings and list of outreach and presentations are on file and open to the public.

1.2 Cumberland County Characteristics

Cumberland County is a mixture of urban and rural areas. The 2014 census updated for Cumberland County was 326,328. The 2010 census population for Cumberland County was 319,431 of which 42,702 rural population and 276,729 located within the Urbanized Area.

1.3 Local Efforts

In April 2001, Fort Bragg Military Reservation began planning and implementing strategies to become a sustainable installation. As part of this effort, several individuals within the surrounding Counties began working with the Military Installation to aid in the process, including the planning and implementation schedule of air quality initiatives for the metropolitan statistical area. At that point, building partnerships in support of a sustainable region was the next logical and necessary step. In partnership with the North Carolina Department of Environment and Natural Resources and stakeholders from the surrounding counties and communities, this partnership evolved into an independent community-based environmental nonprofit called Sustainable Sandhills in February 2003, with the mission to provide education, demonstration, and collaboration to preserve the environment of the Sandhills within a six county region.

The local and regional efforts to attain sustainability began prior to the development of the EPA's Early Action Compact, demonstrating the commitment of this area in attaining and maintaining healthy environment now, and for generations to come. The Cumberland County Air Quality Stakeholders/Technical Committee, Sustainable Fort Bragg, and Sustainable Sandhills participants are working together to ensure a united campaign and to avoid duplicated efforts.

Population density is varied, as shown in **Table 2A**. Because of the difference in land use and densities, care was exercised when proposing and selecting strategies to be implemented by several jurisdictions.

Table 2A. Census 2010 Demographic Information

Jurisdiction	Population	Land Area (sq. mi)	Density (People/sq. mi)
Eastover	3,628	11.33	320.3
Falcon(Part)	258	1.21	213.2
Fayetteville	200,564	145.84	1375.2
Godwin	139	0.52	269
Hope Mills	15,176	6.94	2186
Linden	130	0.51	257.2
Spring Lake	11,964	23.06	518.8
Stedman	1,028	2.08	493.9
Wade	556	1.79	311.4
Cumberland County	319,431	652.31	489.7

2. Overview of Air Quality in Cumberland County

The North Carolina Department of Environmental Quality: Division of Air Quality (DAQ) monitors levels of all criteria pollutants in Cumberland County and reports these levels to the EPA.

According to the most recent data, Cumberland County is meeting NAAQS for all of pollutants. Federal enforcement of the ozone NAAQS is based on a 3-year monitor “design”. The design value for each monitor is obtained by averaging the annual fourth highest daily maximum 8-hour ozone values over three consecutive years. If a monitor’s design value exceeds the NAAQS, that monitor is in violation of the standard. The EPA may designate part or all of the metropolitan statistical area (MSA) as nonattainment even if only one monitor in the MSA violates the NAAQS. There are two ozone monitors in Cumberland County. One of the monitors is located northeast of Fayetteville (**Wade**) and the other was formerly located in Golfview but switched to a new location southeast of Fayetteville (**Honeycutt**) in Spring 2015 (March/April). For the 2016 update, the new monitor will be labeled “Honeycutt” although older graph information may still list “Golfview”.

Figure 1. Map of Ozone Monitor Locations

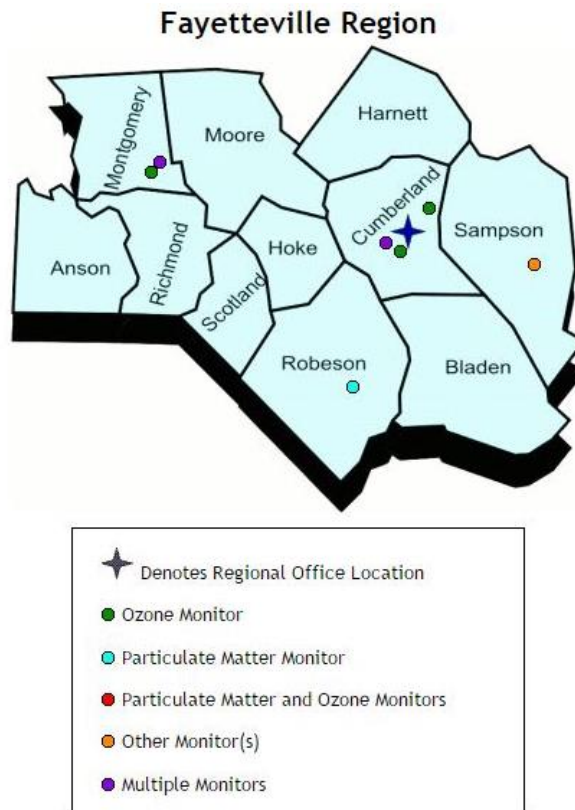


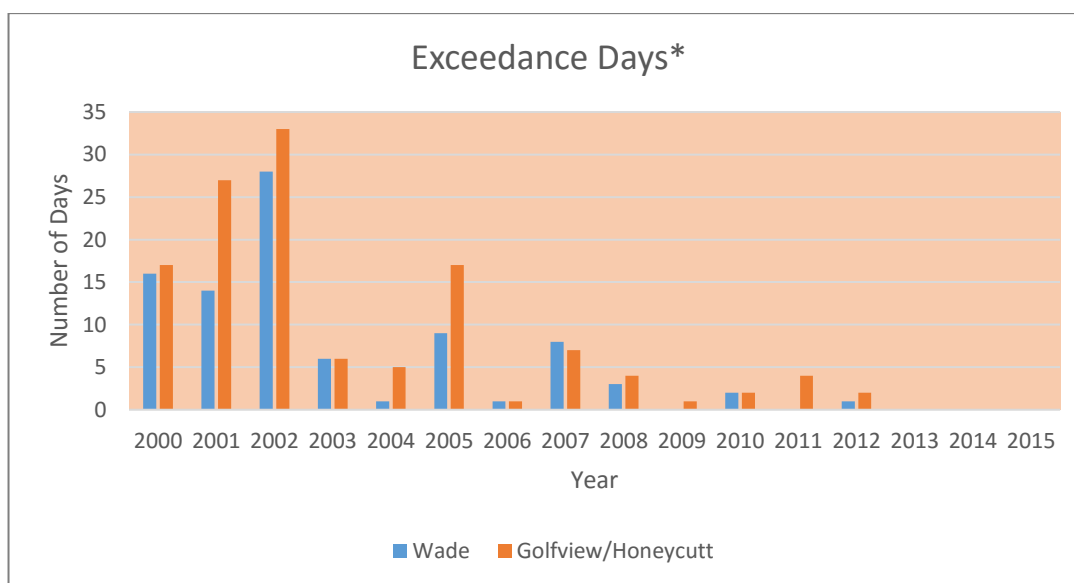
Table 3. Summary of 4th Highest 8-Hour Ozone Values (ppb)

Fayetteville	4 th Highest Maximum Daily 8-Hour Average Ozone Concentration (Parts Per Billion)															
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Wade	86	80	94	86	72	84	72	80	75	64	71	73	68	62	61	60
Honeycutt	83	84	95	82	77	91	74	82	75	65	73	76	69	62	66	62

Table 3A. Annual Number of Exceedance Days*

(Maximum Daily 8-hr Average Ozone Concentration*)

	Number of Exceedance Days															
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Wade	16	14	28	6	1	9	1	8	3	0	2	0	1	0	0	0
Honeycutt	17	27	33	6	5	17	1	7	4	1	2	4	2	0	0	0

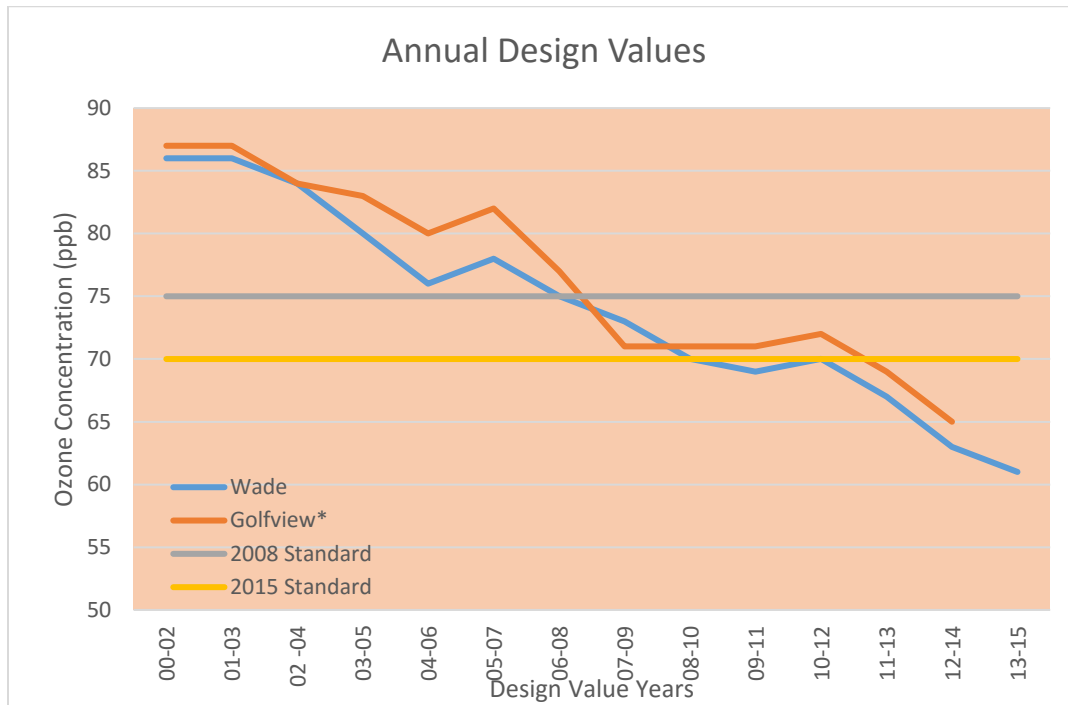
Graph 1. Annual Number of Exceedance Days by Monitor

*2000 -2014 exceedance days based on maximum Ozone Concentration of >75ppb. 2015 exceedance days based on maximum Ozone Concentration of >70ppb

Table 4. Summary of Design Values (ppb) – Shaded areas exceeded O₃ NAAQS Standard

Fayetteville														
	00-02	01-03	02-04	03-05	04-06	05-07	06-08	07-09	08-10	09-11	10-12	11-13	12-14	13-15
Wade	86	86	84	80	76	78	75	73	70	69	70	67	63	61
Golfview*	87	87	84	83	80	82	77	71	71	71	72	69	65	--

Graph 2. Fayetteville Monitoring Sites Design Values



*The calculation of design values for Golfview have been discontinued. Design values for Honeycutt will be released in 2017.

The EPA finalized that Cross-State Air Pollution Rule (CSAPR) on September 6, 2016. CSAPR was adopted to improve air quality in areas of non-attainment that were affected downwind. The new rule updated the 2008 NAAQS.

North Carolina Department of Environmental Quality provided Cumberland County with the following information regarding the CSAPR prior to adoption.

EPA Cross State air pollution projections for the area in 2013 show both region monitors with ozone values below 70 parts per billion (ppb) as indicated in **Table 5**.

Additional published projections can be found shown on **Table 6** from the **Appendix B 8-Hour Ozone Design Values for Air Quality Modeling Scenarios** of the 2012 *Air Quality Modeling Technical Support Document: 2017-2025 Light-Duty Vehicle Greenhouse Gas Emission Standards Final Rule* (EPA-45/R-12-004

Table 5. EPA Cross State air pollution rule projections in ppb

Monitor Location	A	B	C	D		E	F	G	H
Wade	78.0	80.0	67.7	69.4		65.4	67.1	65.0	66.7
Honeycutt	81.7	83.0	70.7	71.8		68.4	69.5	68.1	69.2
A: 2003-2007 Average Ambient Values B: 2003-2007 Maximum Ambient Values C: 2012 Base Case Average Values D: 2012 Base Case Maximum Values E: 2014 Base Case Average Values F: 2014 Base Case Maximum Values G: 2014 Remedy Average Values H: 2014 Remedy Maximum Values									
The Base cases are emissions that are “on the books”. The Remedy case includes emissions reductions from the Cross State air pollution rule.									

Table 6. Model Ozone Projections

Monitor Location	2009-2013 Average Design Value	2009-2013 Maximum Design Value	2017 Projected Average Design Value	2017 Projected Maximum Design Value
Cumberland (Wade)	68.7	70.0	59.3	60.4
Cumberland (Honeycutt)	70.7	72.0	60.2	61.3
According to the EPA Transport for the 2008 Ozone NAAQS: 2009-2013 base period and projected 2017 design values at individual monitoring sites based upon EPA's updated air quality modeling released in the July 2015 Notice of Data Availability. The 2009 - 2013 base period average and maximum design values. The projected 2017 average and maximum design values. http://www.epa.gov/airtransport/ozonetransportNAAQS.html				

Table 7. 8-Hour Ozone Design Values (ppb) for 2017-2025 LD GHG Scenarios

State	County	2005 Baseline DV	2030 Reference Case DV	2030 Control Case DV
North Carolina	Cumberland	81.7	57.62	57.68
Where Reference Case DV is with projections without new vehicle standards and Control Case DV is with projections that include new vehicle standards Source: http://www.epa.gov/otaq/climate/documents/454r12004.pdf				

Both observed data and projected data reinforce the downward trend that shows a reduction of NO_x and VOCs, with ground level ozone values ranging from 0.094/95 ppm in 2002 to 0.068/69 ppm in 2012 and projected DVs of 0.062 ppm in 2018 and 0.57 ppm in 2030.

3. Ozone Health Effects and Sources

3.0 Overview of Ozone

Ozone (O₃) is a tri-atomic ion of oxygen. In the stratosphere or upper atmosphere, ozone occurs naturally and protects the Earth's surface from ultraviolet radiation. Ozone in the lower atmosphere is often called ground-level ozone, tropospheric ozone, or ozone pollution to distinguish from upper-atmospheric or stratospheric ozone. Ozone does occur naturally in the lower atmosphere (troposphere), but only in relatively low background concentrations of about 0.030 parts per million (ppm), well below the NAAQS. The term "smog" is also commonly used to refer to ozone pollution. Although ozone is a component of smog, smog is a combination of ozone and airborne particles having a brownish or dirty appearance. It is possible for ozone levels to be elevated even on clear days with no obvious "smog". In the lower atmosphere, ozone is formed when airborne chemicals, primarily nitrogen oxides (NO_x) and volatile organic compounds (VOCs), combine in a chemical reaction driven by heat and sunlight. These ozone-forming chemicals are called precursors to ozone. Man-made NO_x and VOC precursors contribute to ozone concentrations above natural background levels. Since ozone formation is greatest on hot, sunny days with little wind, elevated ozone concentrations tend to occur during the warm weather months, generally May through September. In agreement with EPA's guidance, North Carolina operates ozone monitors from April 1 through October 31 to capture high ozone events.

3.1 Ozone Health Effects

The form of oxygen humans need to breathe is O₂. When we breathe ozone, it acts as an irritant to our lungs. Short-term, infrequent exposure to ozone can result in throat and eye irritation, difficulty drawing a deep breath, and coughing. Long-term and repeated exposure to ozone concentrations above the NAAQS can result in reduction of lung function as the cells lining the lungs are damaged. Repeated cycles of damage and healing may result in scarring of lung tissue and permanently reduced lung function. Health studies have indicated that high ambient ozone concentrations may impair lung function growth in children, resulting in reduced lung function into adulthood. In adults, ozone exposure may accelerate the natural decline in lung function that occurs as a part of the normal aging process. Ozone may also aggravate chronic lung diseases such as emphysema and bronchitis and reduce the immune system's ability to fight off bacterial infections in the respiratory system. Asthmatics and other individuals with respiratory disease are especially at risk from elevated ozone concentrations. Ozone can aggravate asthma, increasing the risk of asthma attacks that require a doctor's attention or the use of additional medication. According to the EPA, one reason for this increased risk is that ozone increases susceptibility to allergens, which are the most

common triggers for asthma attack. In addition, asthmatics are more severely affected by the reduced lung function and irritation that ozone causes in the respiratory system. There is increasing evidence that ozone may trigger, not just exacerbate, asthma attacks in some individuals.

All children are at risk from ozone exposure because they often spend a large part of the summer playing outdoors, their lungs are still developing, they breathe more air per pound of body weight, and they are less likely to notice symptoms. Children and adults who frequently exercise outdoors are particularly vulnerable to ozone's negative health effects because they are repeatedly exposed to elevated ozone concentrations while breathing at an increased respiratory rate.

3.2 Ozone Sources

Ozone-forming pollutants or precursors are volatile organic compounds (VOCs) and nitrogen oxides (NOx).

3.2.1 Volatile Organic Compounds

Volatile organic compounds (VOCs) are sometimes referred to as hydrocarbons. In North Carolina, large portions of precursor VOCs are produced by natural, or biogenic, sources, which are primarily trees. Man-made or anthropogenic VOCs also contribute to ozone production, particularly in urban areas. Sources of anthropogenic VOCs include unburned gasoline fumes evaporating from gas stations and cars, industrial emissions, and consumer products such as paints, solvents, and the fragrances in personal care products.

3.2.2 Nitrogen Oxides

Nitrogen oxides (NOx) are produced when fuels are burned and result from the reaction of atmospheric nitrogen at the high temperatures produced by burning fuels. Power plants and highway motor vehicles are the major contributors in urban areas, and off-road mobile source equipment (such as construction equipment, lawn care equipment, trains, boats, etc.) are the major sources of NOx. Other NOx sources include "area" sources (small, widely-distributed sources) such as fires (forest fires, backyard burning, house fires, etc.), and natural gas hot water heaters. Generally, North Carolina, including the Fayetteville area, is considered "NOx-limited" because of the abundance of VOC emissions from biogenic sources. Therefore, current ozone strategies focus on reducing NOx. However, VOC reduction strategies, such as control of evaporative emissions from gas stations and vehicles, could reduce ozone in urban areas where biogenic VOC emissions are not as high.

3.2.3 NOx and VOCs

The following lists the sources, by category, that contribute to NOx and VOC emissions:

Biogenic: Trees and other natural sources

Mobile: Vehicles traveling on paved roads: cars, trucks, buses, motorcycles, etc.

Non-road: Vehicles not traveling on paved roads: construction, agricultural, and lawn care equipment, motorboats, locomotives, etc.

Point: "Smokestack" sources: industry and utilities

Area: Sources not falling into above categories. For VOCs, includes gas stations, dry cleaners, print shops, consumer products, etc. For NO_x, includes forest and residential fires, natural gas hot water heaters, etc.

Table 8. Cumberland County Emissions Estimates (ton/year)

	Point		Area		On-road		Non-road	
<i>Year</i>	NO _x	VOC	NO _x	VOC	NO _x	VOC	NO _x	VOC
2007	669	1,078	231	3,925	9,222	4,618	1,575	1,246
2011	379	811	234	2,666	6,415	3,366	808	853
2018	370	808	234	2,666	3,008	1,603	485	620
ftp://ftp.epa.gov/EmisInventory/2011v6/v2platform/reports/2011ed_2018ed_2011eh_2017eh_county_annual_totals.xlsx ftp://ftp.epa.gov/EmisInventory/2011v6/v2platform/reports/DetailsAboutEmissionsDataFiles07232015.pdf								

4. Control Measures

Several control measures are already in place and being implemented as part of the original Early Action Compact Plan for Cumberland County, which continues to focus on reductions in point, highway mobile, and non-road mobile source emissions. Fort Bragg Military Reservation continues to implement strategies to meet its sustainability goals, to include zero waste, construction of US Green Building Council LEED certified buildings, transportation multi-modal choices, and reforestation. Retrofitted and new municipal buildings still include white/light roofing and are periodically inspected, through the energy saving guarantee program, to verify that they still meet energy efficiency goals.

4.0 Proposed Local Control Measures

The following list of Air Quality Action strategies indicate several new and ongoing techniques that will be used locally to reduce ozone precursors. Although some are not quantifiable, all of these strategies are directionally correct. Strategies marked as “Ongoing” continue to serve the objectives of reducing ozone levels. As part of the Ozone Advance Program Action Plan, Cumberland County will submit an annual report verifying activities and implementations. Additional strategies may be communicated as they develop.

Appendix A. Stakeholder Directory

Appendix B. FSU Air Quality Stakeholder Updates

Prepared by Sustainable Sandhills staff: Denise Bruce, Environmental Outreach Coordinator, and Hanah Ehrenreich, Executive Director, in cooperation with the Air Quality Stakeholders of Cumberland County, Gary Slater, Chair, and Carolyn Justice Hinson, Vice-Chair, the Combined Air Team (CombAT) including US Army Fort Bragg, the North Carolina Department of Environment and Natural Resources Division of Air Quality and the Fayetteville Area Metropolitan Planning Organization

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AIR QUALITY STAKEHOLDERS OF CUMBERLAND COUNTY SELECTED OZONE CONTROL STRATEGIES AND IMPLEMENTATION SCHEDULE

AWARENESS

City of Fayetteville/Transit	Strategy: Promote Bus Ridership in the	Implementation Date: 02/2012	Updated/revised: 2016
Strategy Description:	Cumberland County High Schools		
Fayetteville Area System of Transit will implement a Transit Marketing/Outreach Campaign in the high schools. This strategy impacts 3,500 students within the FAST service area. Planned impact is reduced NOx emissions by increasing future mass transit use and reducing private vehicle miles travelled. Program began in April 2014			
Updated Description:			
Updated in 2016. FAST continues to offer transportation to Cumberland County School District students and offers transportation to sports events and jobs from 3:30pm to 11:00pm Monday through Friday. For the 2015 - 2016 School year more than 300 passes were distributed to students.			

FAMPO/Sustainable Sandhills	Strategy: Air Quality Poster Contest	Implementation Date: 2002/2003	Updated/revised: 2016
Strategy Description:			
Promote art contest with Air Quality themes. Twelve winners included in calendars distributed to Stakeholders and the community to promote conservation efforts and air quality education for grades K-5. Offered in Cumberland County and plans to expand to the portions of Hoke, Robeson, and Harnett counties, that are in the Metropolitan Planning Area for the Fayetteville Area Metropolitan Planning Organization (FAMPO).			
Updated Description:			
Ongoing. For the 2016 update, the contest saw more than 400 participants from Schools (Public and Private) in Cumberland County. In order to engage more participation the contest will be promoted along with a short air quality awareness lesson to teachers that teach health and wellness in grades K - 5 through the Cumberland County Public Schools.			

FAMPO/Sustainable Sandhills	Strategy: Direct Community Outreach	Implementation Date: 2011/2012	Updated/revised: 2016
Strategy Description:			
Display Air Quality information at community events and festivals, using educational collateral and games. Enhanced collaboration included info booths at FireAntz Hockey team Kids Nights and Swamp Dogs Green Night.			
Updated Description:			
Information booths were at the Go Green Earth Day Event, Mother and Other's for Clean Air Climate Event, Swamp Dogs Green Night and Fire Antz Kids night. New Collateral has been created which includes the Air Quality Open Book Quiz Game. Participants are given a question about air quality, and the answers can be found on a custom infographic.			

AWARENESS

Fayetteville Public Works Commission	Strategy: Tree Power	Implementation Date: 04/2005	Updated/revised: 2016
Strategy Description:	Program implemented to commemorate their 100 year anniversary by planting 100 dogwood trees along the Fayetteville Dogwood Trail, as well as educate customers about benefits of trees to the environment and air quality while demonstrating the proper placement of trees near utilities. 1,000 free tree seedling will be provided during community education seminars and events.		
Updated Description:	Program continues to reach out and educate customers on how trees reduce/absorb air pollution and help reduce energy consumption, proper planting and tree trimming, how trees provide shade and windbreaks to help reduce energy costs, and beautify the community. The program has been updated to include distribution of more than 700 Choke Cherry bushes and the planting of the long leaf pine.		

Fort Bragg	Strategy: Train Building Monitors	Implementation Date: 2013	Updated/revised: 2016
Strategy Description:			
Fort Bragg trains Repair and Upgrade Soldiers to look for energy conservation possibilities at the facility level. This strategy will reduce the demand for electricity and the amount of fossil fuel required for power generation.			
Updated Description:			
Fort Bragg continues ongoing training for Repair and Upgrade Soldiers. Quarterly updates are added to Energy Profile and Energy Use index.			

Fort Bragg	Strategy: Utility Consumption Reports	Implementation Date: 2013	Updated/revised: 2016
Strategy Description:			
Building Occupants receive a monthly utility consumption report to create awareness on energy use in facilities. This education and awareness initiative has developed to promote energy conservation in assigned/rental housing.			
Updated Description:			
Fort Bragg does not continue to give building occupants a monthly utility consumption report to create awareness on energy use. Discontinued due to non-renewal of contract. Meter data is now reviewed and audits are completed on buildings where energy use is high.			

AWARENESS

Cumberland County Schools	Strategy: Education Reports	Implementation Date: 2015	Updated/revised: 2016
Strategy Description:			
Each of the Cumberland County Schools participate in Air Quality Awareness using the color coded flags. The Flags are raised each day along with the United States Flag and North Carolina Flag. For schools that offer a morning TV program, air quality is one of the discussion topics.			
Updated Description:			
For the 2016 - 2017 school year each school will be checked to ensure they are using the flags as part of the their daily raising of the colors.			

City of Fayetteville/Transit	Strategy: Increase Ridership	Implementation Date: 2014	Updated/revised: 2016
Strategy Description:			
The construction of a multi-modal transit facility provides opportunity to layer mass transit and low-emissions transit. This strategy ranges from improving air and water quality to reducing solid waste, benefitting owners, occupiers, and society as a whole.			
Updated Description:			
Plans to open facility were approved in August 2014. The facility is under construction and will open Feb 1, 2017.			

City of Fayetteville/Transit	Strategy: Green Business Certification	Implementation Date: 2012	Updated/revised: 2015
Strategy Description:			
Transit system received Sustainable Sandhills Green Business certification in 2012. This strategy reduces solid waste, water consumption, and reduces operating costs.			
Updated Description:			
Fayetteville Area System of Transit received a Sustainable Sandhills Green Business re-certification in 2015 and adopted the strategy for green infrastructure, including hybrid buses, fleet vehicles, carpooling, and the addition of more buses with bicycle transportation attachments.			

Fort Bragg	Strategy: Awareness activities and public relations	Implementation Date: 2016	Updated/revised: --
Strategy Description:			
Fort Bragg Energy Team creates energy awareness articles for the local newspaper, the Paraglide, and the Public Works digest. They also have a presence on social media with periodic updates on the Fort Bragg Facebook page and Sustainable Fort Bragg Facebook page. Fort Bragg also participates in Energy			
Updated Description:			
Newly listed measure - see above.			

AWARENESS

City of Fayetteville	Strategy: Develop alternative energy production opportunities that are financially viable	Implementation Date: 2013	Updated/revised: 2016
Strategy Description:			
Exploring options for photovoltaic solar farms, biomass-to-energy, low-flow hydro and Methane gas-to-energy production. Clean energy sources reduce volume of fossil fuel burning required for power generation.			
Updated Description:			
Cumberland County has a methane-reuse program that captures landfill gas and sells it under the name Fayetteville Gas to the Cargill Inc. processing plant across the Cape Fear River for use as a fuel source for the Combined Heat & Power system (CHP). Continuing strategy to explore and implement alternative and renewable energies in residential, commercial, and municipal use. City of Fayetteville is working with Cumberland County on pro-solar land use regulations. Methane re-use at Cargill will continue but no other renewable energy will be developed by the city at this time.			

City of Fayetteville	Strategy: Retrofit City buildings expand existing smart building monitoring system	Implementation Date: 2013	Updated/revised: 2015
Strategy Description:			
Through moderate general fund appropriations, retrofit City buildings for more energy efficient lighting, HVAC units/motors, purchase energy star rated appliances & further reduce energy consumption. Strategy reduces the regional demand for electricity & fossil fuel used for power generation.			
Updated Description:			
13-15 buildings monitored by Parks and Recreation from a centered facility have received efficient lights, AC unit replacements, and the Rec Center received new reflective roofing.			

City of Fayetteville	Strategy: Building Efficiency	Implementation Date: 2012	Updated/revised: 2015
Strategy Description:			
Through moderate general fund appropriations, retrofit City buildings for more energy efficient lighting, HVAC units/motors, purchase energy star rated appliances and further reduce energy consumption by expanding the City's existing smart building monitoring system.			
Updated Description:			
Better efficient lighting, AC unit replaced with upgraded equipment, building codes changed for better (30% residential and 15% commercial) energy efficiency increase.			

AWARENESS

City of Fayetteville	Strategy: Land Use Open Space Development	Implementation Date: 02/2012	Updated/revised:2016
Strategy Description:			
Enforce the adopted and revised Unified Development Ordinance for developing properties requiring open space dedication, parkland dedication, tree-save areas, buffer zones, significant tree preservation and landscape requirements all of which reduce the heat island effect and prevent ground level ozone production.			
Updated Description:			
Unified Development Ordinance revised in 2016 to promote environmentally conscious development of the Cape Fear River called the Cape Fear River Overlay.			

Sustainable Sandhills	Strategy: Alternative Energy Development and	Implementation Date: 06/2015	Updated/revised: 2016
Strategy Description:	Promte Rooftop Solar		
Sustainable Sandhills opened a Solarize Sandhills program in 2015 to develop small-scale commercial and residential solar energy production in Fayetteville, Cumberland County, and the region.			
Updated Description:			
The final for the 2015 program was the installation of rooftop PV systems on two homes, to for a total of 9 Kw of renewable electrical generation. The 2016 - 2017 Solar Sandhills plan is being developed to open in the early Fall of 2016 with a goal of adding 250 Kw of renewable electrical generation			

Sustainable Sandhills	Strategy: Green Business Certification Program	Implementation Date: 2009	Updated/revised: 2016
Strategy Description:			
Sustainable Sandhills began the Green Business Certification Program in 2009 to recognize businesses who were leaders of environmental stewardship. A key component of the program is raising awareness about multiple environmental impacts including Air Quality and Transportation Alternatives.			
Updated Description:			
Currently, the transportation portion of the program is under review. Sustainable Sandhills would like to increase the use of alternative modes of transportation to work for commuters through 2017.			

AWARENESS

Sustainable Sandhills	Strategy: Burnwise Awareness	Implementation Date: 2016	Updated/revised:--
Strategy Description:			
Sustainable Sandhills will begin promoting the EPA Burnwise Campaign beginning the Fall of 2016. These efforts will be to increase awareness to reduce pollution from burning wood for heat.			
Updated Description:			
New Program - See Above			

Town of Spring Lake	Strategy: Educational Outreach	Implementation Date: 2016	Updated/revised:2016
Strategy Description:	Providing educational outreach to citizens and businesses by providing solutions to reduce pollution and improve air quality. The Town will publicly support initiatives such as Bike to Work Day, National Dump the Pump Day and Air Quality Awareness Week.		
Updated Description:	The Spring Lake Board of Aldermen unanimously approved a proclamation supporting “Dump the Pump” in an effort to reduce fuel usage and emissions by utilizing public transportation.		

Town of Spring Lake	Strategy: Advisory Committee	Implementation Date: 2016	Updated/revised:2016
Strategy Description:	Awareness		
The Sustainability Advisory Committee was created to assist the Board of Aldermen adopt and promote sustainable practices in air quality, water quality, energy reduction and efficiency, reduction of waste, recycling, transportation, and resource conservation.			
Updated Description:			
The committee and bylaws have been adopted by the Board of Aldermen and appointments are currently underway. The first goal of the committee is the development of a Sustainability Plan that will guide future policy and ordinance adoption.			

Fort Bragg	Strategy: Green Barracks Contest	Implementation Date: 2016	Updated/revised: --
Strategy Description:	Public relations		
Fort Bragg Energy Team created the Green Barracks contest to promote energy conservation and waste reduction in barracks facilities. This is a quarterly contest.			
Updated Description:			
Newly listed measure - see above.			

ENERGY REDUCTION

Sustainable Sandhills	Strategy: Local Food Access Program	Implementation Date: 2012	Updated/revised: 2016
Strategy Description:			
Educate community on benefits of sourcing food locally, reducing miles traveled by food and consumers. Liaison with Downtown Restaurant Association, Slow Food Fayetteville in the Sandhills, Sandhills Farm to Table Cooperative.			
Updated Description:			
Sustainable Sandhills works with local farm cooperative to create a local food system, including the growth of local produce box subscriptions to a Community Supported Agriculture (CSA). For the 2016 year Sustainable Sandhills coordinated three CSA pick up sites, with an average of 18 subscriptions. Sustainable Sandhills partners with Slow Foods and Pop-up Dinners with an aim to connect chefs with local food producers to reduce vehicle emissions and carbon emissions related to food sourcing in the Sandhills.			

Fayetteville Public Works	Strategy: Advanced Metering	Implementation Date: 06/2014	Updated/revised: 2016
Strategy Description:	Infrastructure		
Completion estimated for June 2017, installation of Advanced Metering Infrastructure to provide utility through computer based remote control, automation and two-way communications. System will provide 115,000+ PWC customers better technology to better manage and reduce energy and water consumption. Benefits will also include reduction in service trips/vehicle usage. This strategy will lower NOx emissions by reduction of energy consumption and significant reduction of vehicle use/fuel consumption.			
Updated Description:			
Since beginning of installation 152,000 of the 185,000 meters have been installed and annual service trips/vehicle usage has already been reduced by 456,000 miles.			

Fayetteville Public Works	Strategy: LED Street Lighting	Implementation Date: 06/2014	Updated/revised: 2016
Strategy Description:			
Conversion of 15,000+ streetlights to LED because LEDs have a longer life span and use less energy than traditional street lights. Immediate benefits will include reduction in energy consumption and in service trips/vehicle usage. This strategy will lower NOx emissions by reduction of energy consumption and significant reduction of vehicle use/fuel consumption. Slated to be complete by June 2017.			
Updated Description:			
To date 10, 645 LED streetlights have been installed with a total energy savings of 2 million kwh.			

ENERGY REDUCTION

Fayetteville Public Works	Strategy: Retro-Commissioning	Implementation Date: 2015	Updated/revised: 2016
Strategy Description:			
Retro-commissioning project on main operations facility/building (replacement lighting, energy improvements to heating/ventilation/AC units).			
Updated Description:			
Completed. Upgraded automation system to improve operating efficiency of chiller plant and reduce air handling unit run times. Energy usage reduced by 33% at the completion of the project.			

Fayetteville State University	Strategy: LEED Silver or Equivalent	Implementation Date: 2012	Updated/revised: 2016
Strategy Description:	Building Standard		
Saving goal related to projected new building space starting 2012. A 20% electrical and natural gas savings, GHG reduction of 154 tons (CO ₂ Equivalent) annually and total of 2,000 tons by 2025			
Updated Description:			
Two buildings on campus are LEED Silver Certified. One building on Campus is awaiting certification. Two additional buildings will be renovated to meet LEED Silver Certification by 2018.			

Fayetteville State University	Strategy: FSU Energy-Savings	Implementation Date: 2015	Updated/revised: 2016
Strategy Description:	Performance Contract (ESPC) Program		
A 15% electrical and natural gas savings, GHG reduction of 183 tons (CO ₂ equivalent) annually and total 2,000 tons by 2025; Upgrade applied to 900,000 SF of FSU facilities (savings to begin in 2015)			
Updated Description:			
For the 2015 -2016 school year FSU reported a 41% decrease in total energy usage from the baseline year 2002.			

Fayetteville State University	Strategy: UNC-GA ESPC	Implementation Date: 2015	Updated/revised: 2016
Strategy Description:	(Lighting Only)		
Upgrades applied to 370,000 SF of FSU facilities with demonstrated energy savings to begin in 2015. 20% savings of lighting system electrical, GHG reduction of 23 tons (CO ₂ equivalent) annually and total 250 tons by 2025.			
Updated Description:			
Completed in Fall of 2015. 60% of exterior lighting has been converted to LED and 75% interior lighting has been retrofitted to energy efficient lighting.			

ENERGY REDUCTION

Fayetteville State University	Strategy: Continuous Re-Commissioning Program	Implementation Date: 2016	Updated/revised: 2016
Strategy Description:			
Re-commission facilities to maintain efficiency as use and occupancy changes during the school semesters/year.			
Updated Description:			
Program will begin in 2016. Delayed while both Energy Savings Performance Contract projects are ongoing and incomplete.			

Fayetteville State University	Strategy: Improved Space Utilization and	Implementation Date: 2015	Updated/revised: 2015
Strategy Description:	Building Scheduling		
5% electrical and natural gas savings, GHG reduction of 455 tons (CO ₂ Equivalent) annually and total 5,000 tons by 2025; Savings applies to all building. Savings ramp from 2% (2017) to 5% (2020)			
Updated Description:			
Project delayed by ESPC timeline. Targets may need to be revised downward. A 5% ultimate savings is more realistic by 2020.			

Fayetteville State University	Strategy: Food Waste Composting	Implementation Date: 2014	Updated/revised: 2016
Strategy Description:			
Capture 100% of food waste, both pre- and post- consumer; GHG reduction of 50 tons (CO ₂ equivalent) annually and total 600 tons by 2025.			
Updated Description:			
FSU capturing 80% of food waste by 2015. FSU has replaced the food waste dehydrator with a contract with a commercial compost hauler.			

Fort Bragg	Strategy: Retro-Commissioning	Implementation Date: 2011	Updated/revised: 2016
Strategy Description:			
Facilities surveyed to ensure systems are performing as they were designed. Improvements such as occupancy schedules and sensors, variable frequency drives, etc. are normally installed during this process. This strategy ensures equipment is functioning efficiently.			
Updated Description:			
Retro-commissioning of facilities is ongoing.			

ENERGY REDUCTION

Fort Bragg	Strategy: Thermal Energy Storage	Implementation Date: 2011	Updated/revised: 2016
Strategy Description:			
Water is chilled in the evening when energy prices are lower. Chilled water is used in district system. This strategy is used to reduced cost.			
Updated Description:			
Thermal Energy Storage has been implemented and continues to run extra thermal energy storage tanks for chilled water, shifting energy use from peak hours to off-peak hours. Chilled water runs from six to eight hours a day and in circulating mode for four to six hours of the day.			

Fort Bragg	Strategy: Purchase Energy Star Equipment	Implementation Date: 2011	Updated/revised:2016
Strategy Description:			
Energy efficient products are procured and installed. This strategy reduces energy consumption.			
Updated Description:			
Fort Bragg's green prorumment policies provide ongoing purchasing of Energy Star certified equipment.			

Fort Bragg	Strategy: Implement "Low-cost/No-cost"	Implementation Date: 2011	Updated/revised: 2016
Strategy Description:	energy conservation measures		
Improve facility energy use intensity by installing weather stripping around windows and doors. This strategy improves the building envelope, thus reducing energy consumption.			
Updated Description:			
Fort Bragg continues to improve facilities with weather stripping and other measures to conserve energy consumption.			

Fort Bragg	Strategy: Load management	Implementation Date: 2011	Updated/revised: 2016
Strategy Description:	incubicle/office space		
Received funding for "smart strips," a load sensing power strip. This strategy reduces energy consumption by 30% based on meter data.			
Updated Description:			
Energy Office continues to maintain data on reduced energy consumption by the "smart strips."			

ENERGY REDUCTION

Fort Bragg	Strategy: LEED certifiable facilities	Implementation Date: 2011	Updated/revised: 2016
Strategy Description:			
Improve federal facilities resource efficiency. This strategy ranges from improving air and water quality to reducing solid waste, benefiting owners, occupants, and society as a whole.			
Updated Description:			
Energy conservation and subsequent savings are achieved through several lighting strategies. The north/south orientation of the building and window placement enables LEED facilities to reduce consumption of bulb wattage and harvest natural light in 90% of all regularly occupied spaces.			

Fort Bragg	Strategy: Renewable Energy	Implementation Date: 2000's	Updated/revised: 2016
Strategy Description:			
Renewable energy is implemented where life-cycle cost is most effective.			
Updated Description:			
A large geothermal field (five well fields) is currently in development to supplement heating and cooling loads in four buildings with plans to integrate three additional facilities. Other renewable technologies include: solar thermal, solar photovoltaic, solar walls, and ground source heat pumps.			

Fort Bragg	Strategy: Lighting Upgrades	Implementation Date: 2000's	Updated/revised: 2016
Strategy Description:			
Eliminate inefficient lighting with more efficient lighting, such as LEDs, to reduce energy consumption.			
Updated Description:			
Fort Braggs continues to upgrade inefficient lighting to LED lighting and plans to upgrade five aircraft hangers with LED lighting. Area lighting levels are also lowered in the evenings when not needed.			

ENERGY REDUCTION

Fort Bragg	Strategy: Energy Audits	Implementation Date: 2000's	Updated/revised: 2016
Strategy Description:			
Audit facilities with high energy use indices to determine if high every use is due to mechanical failure or building occupant behavior.			
Updated Description:			
Address mechanical issues and/or work with building occupants to use energy more efficiently.			

Fort Bragg	Strategy: Building level micro-grid demonstration	Implementation Date: 2000's	Updated/revised: 2016
Strategy Description:			
A green and energy efficiency initiative for Fort Bragg facilities. Facility will be installing approximately 150 KW of PV, DC fans, DC lighting, and battery storage.			
Updated Description:			
Project is currently in the evaluation phase.			

Fort Bragg	Strategy: Building controls and metering	Implementation Date: 2000's	Updated/revised: 2016
Strategy Description:			
facilities that are utilizing excess energy when compared to similar facilities.			
Updated Description:			
Fort Bragg continues to implement this strategy in new and existing facilities.			

Fayetteville Public Works Commi	Strategy: Electric Vehicle Charging	Implementation Date: 2015	Updated/revised: 2016
Strategy Description:	Stations		
PWC received \$37,000 grant from NC Green Technology Center to purchase, install, and promote use of four Level 2 Dual Electric Vehicle Charging stations throughout PWC service areas.			
Updated Description:			
Charging Stations were installed in 4 locations around the Fayetteville Area. The Charging Stations are free for public use and are managed and reported through the Chargepoint Network. Installation completed December 2015. Since installation, 194 gallons of gas have been saved, 1.5 MWh energy savings and 648 kg Greenhouse Gas savings.			

ENERGY REDUCTION

City of Fayetteville/ Transit	Strategy: Fuels Efficient Bus Upgrades	Implementation Date: 2016	Updated/revised: --
Strategy Description:			
Upgrading buses for maximum fuel efficiency.			
Updated Description:			
16 small capacity busses have been converted to propane. Resulting in a 40% savings of fuels savings. All transit buses regardless of age have been upgraded with new radiators to improve engine cooling and fuels efficiency.			

City of Fayetteville/ Environmental Services	Strategy: Hybrid Vehicle Adoption	Implementation Date: 2016	Updated/revised: --
Strategy Description:			
City of Fayetteville Environmental Services along with other city agencies will purchase hybrid fleet vehicles for employees to use			
Updated Description:			
Environmental Services purchased one hybrid vehicle in 2016, with plans to purchase more in 2017.			

City of Fayetteville	Strategy: Improved Traffic Flow	Implementation Date: 2016	Updated/revised: --
Strategy Description:			
The City of Fayetteville has implemented numerous traffic round - about within the city to reduce idle time normally seen at traffic stops. Four traffic around about were completed in 2016 and plans for 3 more projects to be completed in 2017.			
Updated Description:			
New strategy see above.			

Town of Spring Lake	Strategy: LED Street Lights	Implementation Date: 2016	Updated/revised:2016
Strategy Description:			
The Town of Spring Lake worked with Duke Energy Progress to begin converting all existing street lighting (800+) to LED bulbs to reduce energy consumption and provide a \$10,000/year savings cost to the Town (\$100,000 over 10 years).			
Updated Description:			
Approximately 50% of the street lights have been converted to LED. Project is scheduled to be completed in September 2016.			

ENERGY REDUCTION

Town of Spring Lake	Strategy: Transportation	Implementation Date: 2016	Updated/revised:2016
Strategy Description:			
The Town is currently working with FAST to offer additional routes to Spring Lake residents to increase public transportation ridership and reduce emissions from vehicle usage.			
Updated Description:			
This is an ongoing project.			

Town of Spring Lake	Strategy: Idle Reduction Policy	Implementation Date: 2016	Updated/revised:--
Strategy Description:			
Development of policy for reduction of idle time of Town fleet vehicles to reduce fuel use and emissions.			
Updated Description:			
Policy is currently being drafted and is anticipated to be implemented by end of 2016.			

Fayetteville Public Works		Implementation Date: 2016	Updated/revised: --
Strategy Description:		Strategy: Community Solar Infrastructure	
Fayetteville Public Works Commissionhas a proposal for a 500kw solar farm that will be funded through a community solar model.			
Updated Description:			
PWC is working with the North Carolina State Clean Technology Center to complete solar farm will be completed in 2018.			

Fort Bragg	Strategy: Load management	Implementation Date: 2016	Updated/revised: --
Strategy Description:	Demonstration Projects		
Fort Bragg regularly participates in DoD funded demonstration projects focused on implementing energy efficiency technologies. Examples include a high efficiency dehumidication HVAC unit and phase change insulation material.			
Updated Description:			
Newly listed measure - see above.			

TRANSPORTATION

City of Fayetteville/Transit	Strategy: Sidewalks	Implementation Date: --	Updated/revised: 2016
Strategy Description:			
Fayetteville Area System of Transit, in conjunction with the city of Fayetteville, acquired New Freedom funds that constructed over 2.1 miles of sidewalks from Murchison Road and Hogan Street to enhance connectivity, air quality, and safety. This strategy will enhance transportation options for ADA residents and creates a pedestrian friendly community which in turn reduces gasoline consumption.			
Updated Description:			
Ongoing construction to enhance the connectivity to sidewalks and bus stops if "right of way" is available.			

City of Fayetteville/Transit	Strategy: New Transit Routes	Implementation Date: 2013	Updated/revised: 2016
Strategy Description:			
The purpose of this service is to provide transportation options in a high growth area for commercial and institutional development. This strategy will assist with reduction of Vehicle Miles Travelled (VMTs)			
Updated Description:			
Two additional routes have been added or extended to bring connectivity to neighborhoods and shopping centers. These routes began operation in 2016.			

City of Fayetteville/Transit	Strategy: Providing Transportation service to	Implementation Date: 2014	Updated/revised: 2016
Strategy Description:	FSU students.		
Fayetteville State University students will be provided free bus transit passes to by FAST. Transportation corridor service costs will be assisted by Fayetteville State University. This strategy will help reduce emission, promote bus-ridership, and assist university access.			
Updated Description:			
Fayetteville Area System of Transit's partnership with Fayetteville State University is ongoing. Scheduled times for buses has expanded to run from 3:30PM to 11:00PM to assist working students, who may use transit services to get to places of employment.			

TRANSPORTATION

City of Fayetteville/Transit	Strategy: Providing free transportation to sporting events	Implementation Date: 10/2014	Updated/revised: 2016
Strategy Description:			
High school students will be given a 30-day pass that will provide them with free transportation to sporting events or other school related activities between 3:00 and 11:00 pm. This strategy will help to reduce emissions by mass transiting students instead of multiple students driving to the same place on their own.			
Updated Description:			
Updated in 2016. FAST continues to offer transportation to Cumberland County School District students and offers transportation to sports events and jobs from 3:30pm to 11:00pm Monday through Friday. For the 2015 - 2016 School year more than 300 passes were distributed to students.			

City of Fayetteville/Transit	Strategy: Rider Promotion	Implementation Date: 2015	Updated/revised: 2016
Strategy Description:			
Fayetteville Area System of Transit newly began to promote their appreciation of customers by offering transit passes for \$.25 on their website to increase and promote ridership.			
Updated Description:			
For 2016 FAST has added Rider promotions which include "Stuff the Bus" and a "Canned Food Drive". Both endeavors have resulted in increased ridership. The Canned Good Drive saw an increased ridership average of 537 riders. These promotions will continue in the future.			

City of Fayetteville	Strategy: Blue Toad Device use	Implementation Date: 2013	Updated/revised:2016
Strategy Description:			
Reduce idle time and travel times by monitoring vehicle timing and optimizing traffic signal timing, which will reduce gasoline consumption and emissions.			
Updated Description:			
City of Fayetteville continues to implement this strategy and monitors light signal timing at peak traffic and high use intersections. At this time there are no hard data on traffic flow and time saved.			

TRANSPORTATION

City of Fayetteville	Strategy: Perform financial analysis of future vehicle replacements	Implementation Date: 2013	Updated/revised: 2016
Strategy Description:			
Analyze diesel-powered vehicles replacement with CNG-powered and/or hydraulic assisted hybrid garbage trucks. This strategy reduces NOx emission.			
Updated Description:			
Ananalysis is ongoing. Four trucks have been replaced in 2015 with vehicle that burn cleaner fuel, and have particulate filters.			

City of Fayetteville	Strategy: Idle Reduction Policy	Implementation Date: --	Updated/revised: 2016
Strategy Description:			
Enforce the City's Idle Reduction Policy for city-owned fleet vehicles and equipment. This strategy results in a 14-17% fuel consumption reduction with a corresponding NOx reduction.			
Updated Description:			
City employees allowed to idle only 5 minutes of 30 minute sitting time. City vehicles not allowed to go through drive-thru lanes. Incentives are created to help promote bike-to-work weeks (such as free coffee) as part of an lowered idling emissions strategy.			

Fayetteville Public Works	Strategy: Fleet Management	Implementation Date: 2012	Updated/revised: 2016
Strategy Description:			
Implement efforts to better manage the overall requirements of the PWC Fleet and lower fuel consumption and emissions. Automated Information Modules and GPS modules have been installed to provide information to aid in minimizing emissions and to generate information to identify and minimize unnecessary idling of vehicles. This strategy reduces NOx emissions.			
Updated Description:			
PWC has been recognized at the “Champion” level of the NC Smart Fleet program for reducing fuel use. During the previous year, 221 short tons of carbon dioxide were offset with fleet best practices and using telematics software to reduce idling and conserve fuel.			

Fayetteville State University	Strategy: Student, Faculty, and Staff	Implementation Date: 2012	Updated/revised: 2016
Strategy Description:	Community Improvements		
3% reduction in transportation mileage, GHG reduction of 38 tons annually, and total of 500 tons by 2025; Savings applied to all students, faculty/staff; low-emissions vehicles preferred parking campaign with all current and future new building projects; bike rack campaign with all current and future new building			
Updated Description:			
LEV parking and bike rack campaign ongoing. Covered bus stop for FSU students by FAST completed 2015.			

TRANSPORTATION

Fayetteville Public Works	Strategy: Alternate Fuel/Hybrid	Implementation Date: 2012	Updated/revised: 2016
Strategy Description:	Vehicles/Equipment		
Annually replacing existing fleet and equipment with vehicles that reduce emissions and lower fuel consumption. Replaced five heavy diesel trucks in 2014 with reduced emissions diesel engines, and have replaced eight bucket trucks with two hybrid bucket trucks and six lower emission diesel engines. Currently operating five other hybrid cars/SUVs. Also replaced spark ignited propane forklifts with zero emission all electric forklifts, a diesel directional board with zero emission solar powered message board, and converted construction equipment to Tier 4 emission standards (reduces NOx emissions)			
Updated Description:			
Existing fleet includes hybrid vehicles, electric vehicles, and lower emission vehicles (LEVs). Replacements of less efficient vehicles are ongoing.			

LAND USE

Town of Falcon	Strategy: Falcon Zoning Ordinance	Implementation Date: Fall 2013	Updated/revised: 2016
Strategy Description:	Amendment to include Density Development		
Density Developments allow for the division of land while requiring development on only 60% of the overall acreage with open space designation for the other 40%. Mixed Use Development allows for the flexibility of development to included commercial, residential, and open space.			
Updated Description:			
Falcon zoning ordinance strategy still projected on a 2-5 year implementation.			

Town of Godwin	Strategy: Proposed Zoning Ordinance	Implementation Date: Fall 2013	Updated/revised: 2016
Strategy Description:	Amendment to include Density Development		
Density Developments allow for the division of land while requiring development on only 60% of the overall acreage with open space designation for the other 40%; Mandate interconnectivity (lateral access) between developments, particularly commercial; Landscaping standards, encouraging retention of existing trees. Mixed Use Development allows for the flexibility of development to include commercial, residential, and open space.			
Updated Description:			
Strategy implementation still ongoing.			

LAND USE

Town of Wade	Strategy: Proposed Zoning Ordinance	Implementation Date: 02/2012	Updated/revised:2016
Strategy Description:	Amendment to include Density Development and Mixed Use Development		
Density developments allow for the division of land while requiring development on only 60% of the overall acreage with open space designation for the other 40%; Mandate interconnectivity (lateral access) between developments, particularly commercial; Landscaping standards, encouraging retention of existing trees. Mixed Use Development allows for the flexibility of development to include commercial, residential, and open space.			
Updated Description:			
Wade is still supporting the development of green space in subdivisions. Wade also pushing for the use of LED lighting and Tier 4 emissions in new clean burning diesel tractors.			

Town of Eastover		Implementation Date: 2013	Updated/revised: 2016
Strategy Description:		Strategy: Commercial Core Overlay District	
Preserve and enhance small-scale commercial character, while providing for low-impact business opportunities with requirements for pedestrian pathways/sidewalks and amenities to include rear vehicular access, landscaping, and tree planting. This strategy reduces emissions by creating accessible walkways and reforestation of commercial areas.			
Updated Description:			
More restricted zoning codes were given to the Town, ongoing still. Eastover received an acre of land that will be left natural except for a small natural walking trail. Over 100 azaleas and 15 dogwood trees have been planted on 4.5 acres of Town property. Town received 26.5 acres of natural setting that will be used to expand the current ballpark. Town is currently working with Fayetteville-Cumberland County Parks and Rec to design a site plan which will include natural area and larger walking path.			

Town of Eastover	Strategy: Zero Lot Line Development	Implementation Date: Summer 2013	Updated/revised: 2016
Strategy Description:		Conditional Use Permit	
Zoning ordinance that requires a Conditional Use Permit for any Zero Lot Line development (residential and commercial). This strategy protects environmentally sensitive areas and provides green space which offsets emissions.			
Updated Description:			
Zero Lot live development is on going.			

LAND USE

Town of Linden	Strategy: Development-Conditional Zoning	Implementation Date: Winter 2014/2015	Updated/revised: 2016
Strategy Description:			
Landscaping standards encourage retention of existing trees; Mandatory 40% open space, development on remaining 60%; Mandate interconnectivity (lateral access) between developments, particularly commercial.			
Updated Description:			
Strategies are still ongoing			

Town of Spring Lake	Strategy: Land Use Open Space Development	Implementation Date: 2014	Updated/revised: 2016
Strategy Description:			
Riparian buffers, same as or similar to Cumberland County provisions, adopted August 2012; Tree preservation; Mandate double landscaping when clear cut, with extra credit given for retaining existing trees, similar to Hope Mills standards, adopted October 2008; Mandate interconnectivity (lateral access) between developments, particularly commercial.			
Updated Description:			
The Town Manager will review and implement strategies.			

Fort Bragg	Strategy: Creation of green space review	Implementation Date: 2000's	Updated/revised: 2016
Strategy Description:	board for construction projects		
Use of the required "Tree City USA" Arbor Board to review landscape designs and site demolition plans for construction projects. This strategy minimizes tree loss during construction and assures proper plant selection/placement for passive solar design and heat island mitigation			
Updated Description:			
Fort Bragg continues to protect the Long Leaf Pine ecosystem. They have earned the Tree City USA Growth Award seven consecutive years for progress in the areas of community forestry programs, education and public relations. the provide continuing education for tree managers, planning and management, municipal funding, and tree inventory and analysis.			

LAND USE

Fort Bragg	Strategy: Creation of tree bank mitigation for	Implementation Date: 2000's	Updated/revised: 2016
Strategy Description:	construction projects		
Created a tree mitigation policy that requires onsite replanting for trees removed during construction or, if replanting is not possible on site, the funding for replanting is deposited into a mitigation tree fund that will fund replanting elsewhere on post. This strategy guarantees no deficit tree loss will result from construction projects.			
Updated Description:			
Fort Bragg continues to protect the Long Leaf Pine ecosystem by maintaining prescribed burns and replanting on unused property.			

City of Fayetteville	Strategy: Enforcement of adopted ordinances	Implementation Date: 2011	Updated/revised: 2016
Strategy Description:	for open space development		
For developing properties, require open space dedication, parkland dedication, tree preservation ordinance and landscape requirements. This strategy reduces the heat island effect and prevents ground level ozone production			
Updated Description:			
Adjustments have been made to development zones and more area has been dedicated to green space.			

City of Fayetteville	Strategy: Open Space Development	Implementation Date: 2012	Updated/revised: 2016
Strategy Description:			
Enforce the adopted and revised Unified Development Ordinance for developing properties requiring open space dedication, parkland dedication, tree-save areas, buffer zones, significant tree preservations and landscape requirements all of which reduce the heat island effect and prevent ground level ozone production.			
Updated Description:			
Unified Development Ordinance revised 2015 to incentivize land developers to retain Long Leaf pine habitat. Development plans are required to include an area of open space with 24 trees per acre.			

City of Fayetteville	Strategy: Commercial/Mixed Use	Implementation Date: 2012	Updated/revised: 2016
Strategy Description:	Development		
The UDO supports up to 24 dwelling units per acre (due) in commercial areas and 32 due in mixed use districts. Having residents in close proximity to commercial services reduces fuel consumption with a corresponding reduction in NOx. Recent amendments offer increased density in certain areas to encourage redevelopment in a more sustainable pattern.			
Updated Description:			
City of Fayetteville continues to plan and coordinate redevelopment of residential density with mixed use/commercial development.			

LAND USE

City of Fayetteville	Strategy: Tree canopy/Specimen trees	Implementation Date: 2011	Updated/revised: 2016
Strategy Description:			
Protect and retain existing tree canopy/specimen trees during and after development. Trees and landscaping reduce NOx and uptake carbon dioxide.			
Updated Description:			
The UDO has clear concise requirements of tree protection that the City of Fayetteville continuously adheres to such as public protection of trees, public maintenance of trees by walkways and streets, and replanting.			

City of Fayetteville	Strategy: Redevelopment Toolbox	Implementation Date: 2011	Updated/revised: 2016
Strategy Description:			
Incentives have been adopted to encourage redevelopment of existing sites and development of infill sites, thereby reducing sprawl with a corresponding reduction in fuel consumption and NOx.			
Updated Description:			
City of Fayetteville continues to use the "redevelopment toolbox" incentive as an ongoing strategy. It leverages private investment using City funding, capital improvement programming, federal and state grants, and promotes development of investment in priority areas and projects, such as Cottage Developments, Regional Activity Centers, Small Subdivision Alternative Standards, and Residential Density in Commercial Districts, etc.			

City of Fayetteville	Strategy: Increase use of sustainable	Implementation Date: 2011	Updated/revised: 2016	
Strategy Description:	development practices			
Incentives have been adopted to encourage greater use of sustainable development practices and to support urban agriculture				
Updated Description:				
City of Fayetteville partners with Sustainable Sandhills to design a Climate Adaption Plan. The plan was completed in 2015.				

LAND USE

City of Fayetteville/Cumberland Parks and Recreation	Strategy: Extension of Cape Fear River Trail		
Strategy Description:		Implementation Date: 2012	Updated/revised: 03/2016
Once the Grove Street bridge is completed, the Cape River Trail will be extended; going south from Clark Park to Hoffer Road near Public Works Commission (PWC) water treatment plant. Asphalt sidewalks and bike paths will also be added.			
Updated Description:			
Cape Fear River Trail extension completed in early 2016.			

City of Fayetteville	Strategy: Urban Heat Island Reduction	Implementation Date: 2016	Updated/revised: --
Strategy Description:			
The City of Fayetteville has implemented a number of projects around the city to reduce the urban heat island normally caused by open pavement. These projects include road medians with tree plantings, and islands planted with flowers and grass. In 2016 there are 5 projects underway.			
Updated Description:			
New Initiative - See Above			

City of Spring Lake	Strategy: Murchison Road Landscaping	Implementation Date: 2016	Updated/revised:--
Strategy Description:			
The Town partnered with NCDOT to upgrade interior medians along Murchison Road project (NCDOT U-4444B) from asphalt/concrete to tree lined grassed median for aesthetics and to help mitigate emissions from vehicular traffic.			
Updated Description:			
Project should be completed late 2016 to early 2017.			

LAND USE

City of Spring Lake	Strategy: Sidewalk Improvement	Implementation Date: 2016	Updated/revised:--
Strategy Description:			
The Town received a \$200,000 Section 5310 Grant from FAMPO to install sidewalks and pedestrian improvements along Bragg Blvd and Lillington Highway to enhance mobility for seniors and individuals with disabilities, upgrading interconnectivity between commercial and residential neighborhoods and providing			
Updated Description:			
Project is ongoing and is anticipated to be completed in 2017. The Town has also applied for a \$220,000 Transportation Alternatives Program Grant for additional sidewalk improvement to increase pedestrian interconnectivity.			

City of 319:347Spring Lake	Strategy: Land Use Ordinance	Implementation Date: 2016	Updated/revised:--
Strategy Description:			
The City of Spring Lake has an Land Use Ordinance in place. Proposed amendments will be reviewed by Sustainability Advisory Committee, additional amendments and/or revisions may be included based upon their review.			
Updated Description:			
New Initiative - See Above			

City of Spring Lake	Strategy: Land Conservation	Implementation Date: 2016	Updated/revised:--
Strategy Description:			
The Town acquired approximately 60 acres of undeveloped property along Little River to dedicate as a conservation area that will include walking trails and serve as an educational tool for educational outreach. The property will serve as a protective buffer by restricting development along that portion of Little River. The Town is proposing to acquire an additional 40 acres that is adjacent to include in the project.			
Updated Description:			
New initiative - see above			

LAND USE

Town of Falcon	Strategy: Tree Plantings	Implementation Date: 2016	Updated/revised:--
Strategy Description:			
The Town of Falcon has committed to planting additional trees on public property. The trees selected for the project will include those varieties that are hearty and easy to maintain.			
Updated Description:			
New Initiviate - See Above			

Town of Eastover	Strategy: Tree Plantings	Implementation Date: 2016	Updated/revised:--
Strategy Description:			
On the Site on of the new Town Hall, the Town of Eastover planted more than a dozen Dogwood Trees. Landscaping around the facility also includes hearty varieties of shrubs and grasses.			
Updated Description:			
New Initiviate - See Above			

Town of Eastover	Strategy: Land Conservation	Implementation Date: 2016	Updated/revised:--
Strategy Description:			
The Town of Eastover acquired 28 acres of undeveloped land adjacent to the local ball field. A review has been set up to determine the best use for the property. Proposals currently include a park with green space and an amphitheater.			
Updated Description:			
New Initiviate - See Above			

Stakeholder Directory

Name	Affiliation	ADDRESS	TELEPHONE	EMAIL
Carolyn Justice Hinson	PWC	Public Works Commission PO Box 1089 Fayetteville, NC 28302	910-223-4015	Carolyn.Hinson@faypwc.com
Commissioner Larry Lancaster	Town of Fayetteville/ Cumberland Co. Representative	2602 Dartmouth Drive Fayetteville, NC 28304	(H) 484-2774 (C) 308-9285	lll@nc.rr.com , llancaster@co.cumberland.nc.us
Commissioner Peggy Raymes	Town of Stedman	526 Rosewood Court, Stedman, NC 28391	(H) 910-323-8893 (C) 910-309-9891 (W) 910-484-3885	praymes@ccs.k12.nc.us
Councilwoman Kathy Jensen	City of Fayetteville	Council Member District 2 P.O. Box 58561 Fayetteville, NC 28305	910-433-1992	kjensen@ci.fay.nc.us
Russ Rogerson	Economic Development	2723 Fort Bragg Rd, Fayetteville, NC 28303	910 -678-7648	russ@faybiz.com
Shanelle B. Harris	Fayetteville Area System of Transit (FAST)/ FAST Civil Rights Activist	455 Grove St Fayetteville, NC 28301-0998	(W) 910-433-1157 (F) 910- 433-1064	sharris@ci.fay.nc.us
Dr. Ana MacDowell	Medical Rep.	Allergy Partners 1317 Medical Drive Fayetteville, NC 28304	(H) 910-487-9395 (W) 910-323-3890	amacdowell@allergypartners.com
Elizabeth Small, Francis Collier	Emailed two names and phones for possible replacements. Need to contact them.:	P.O. Box 228 4835 Main Street Linden, NC 28356-0228	—	ibesmall@embarqmail.com, fvcollier@embarqmail.com, linden, Commissioner@embarqmail.com
Gary Slater	Major Industry	Clear Path Recycling, LLC	910-849-6603	
Hanah Ehrenreich	Sustainable Sandhills	351 Wagoner Dr., Ste 333 Fayetteville, NC 28303	910-484-9098	hanahe@sustainablesandhills.org
Janice Lucas	Town of Falcon	PO Box 61 7370 N. West Street Falcon, NC 28342	(W) 910-980-1296 (C) 405-595-8775	JHL0717@aol.com
John Gillis	Homebuilders Association	128 S. Churchill Drive Fayetteville, NC 28303	(H) 484-9828 (W) 308-4255	jmgillisjr@gmail.com
Johnny Lanthorn	Town of Wade	6841 Main Street Wade, NC 28395	910-484-7467	johnny.lanthorn@faypwc.com
Jon Parsons	Environmental Rep./ Enery Mgr @FSU	Board Member, Sustainable Sandhills 7265 NC Hwy 87 South Fayetteville, NC 28306	910-309-8824	jparson2@uncfsu.edu
Celestine Raineri, R.S.	Environmental health		910-396-8795 910-396- 8207	craineri-smith@co.cumberland.nc.us
David Heins	Fort Bragg	Public Works Bldg3-1631, Butner Road Fort Bragg, NC 28310- 5000	--	david.a.heins.civ@mail.mill
Natalee Ezzell	Town of Godwin	PO Box 11 Godwin, NC 28344	--	njezzell0331@email.campbell.edu
Kim Nazarchyk	Town of Eastover- Town Manager	3863 Dunn Road Eastover, N.C. 28312	910-323-0707	townmanager@eastoverncc.com

FSU Air Quality Stakeholder Updates

FSU LEED Certification

Buildings LEED Silver certification status

- Renaissance Hall, LEED Silver certified
- Science and Technology, LEED Silver certified
- Rudolph Jones Student Center, pending LEED Silver certification
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Do you have any performance measures since completion?

FSU ESPC

Project Size & Financing



Why PC for FSU?	• ~ 900,000 SF
Project Background	• 22 buildings - most of the main campus (no residence halls)
Scope of Work & Issues Addressed	• \$10.4 M Project • \$940k in annual savings
Challenges	• Bank of America Financing
Results & Outcome	• 3.6% @ 17 year term + construction period
Lessons Learned	
Summary	

ESPC Scope of Work

Energy Conservation Measures



Why PC for FSU?
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- **DDC Controls and Analytics**
 - Multiple Existing Systems
 - Existing pneumatics and multi-vendor systems
 - RCx existing controls
- **Central Chilled/Hot Water Plant**
 - **Underground piping**
- **Lighting Upgrades**
- **Water Conservation**
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FSU’s Central Chilled & Hot Water Plant

In the Lyons Science Annex Basement

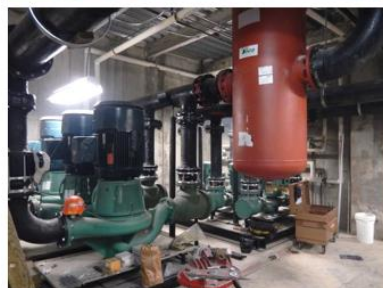
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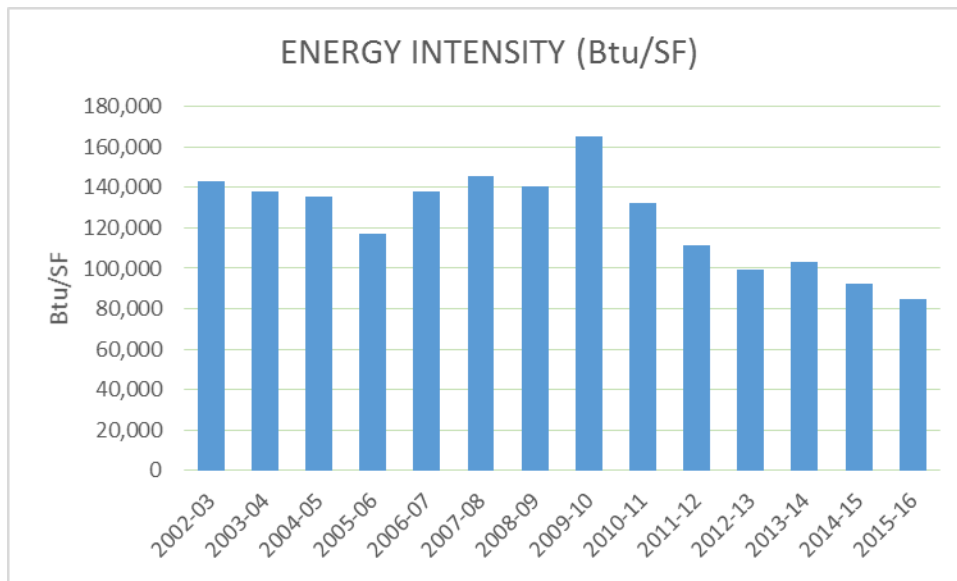
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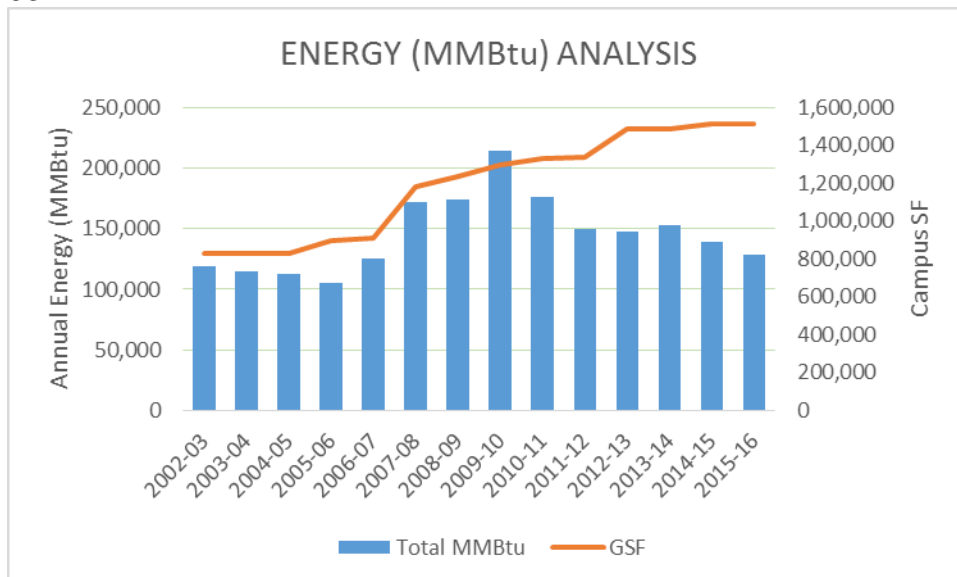


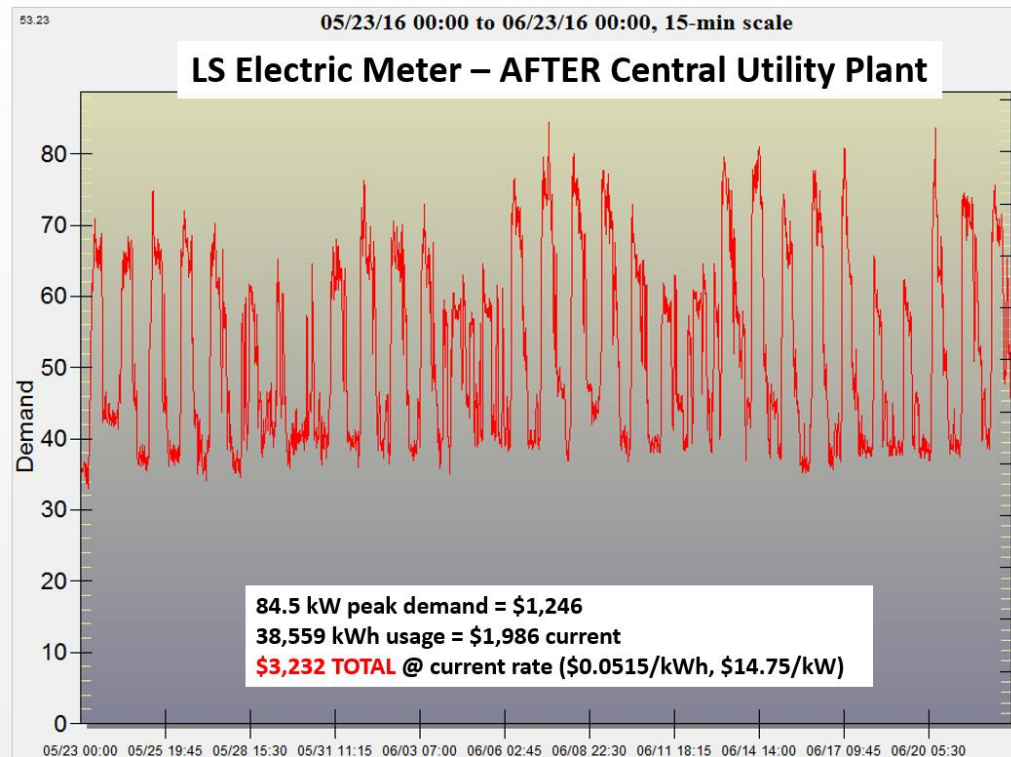
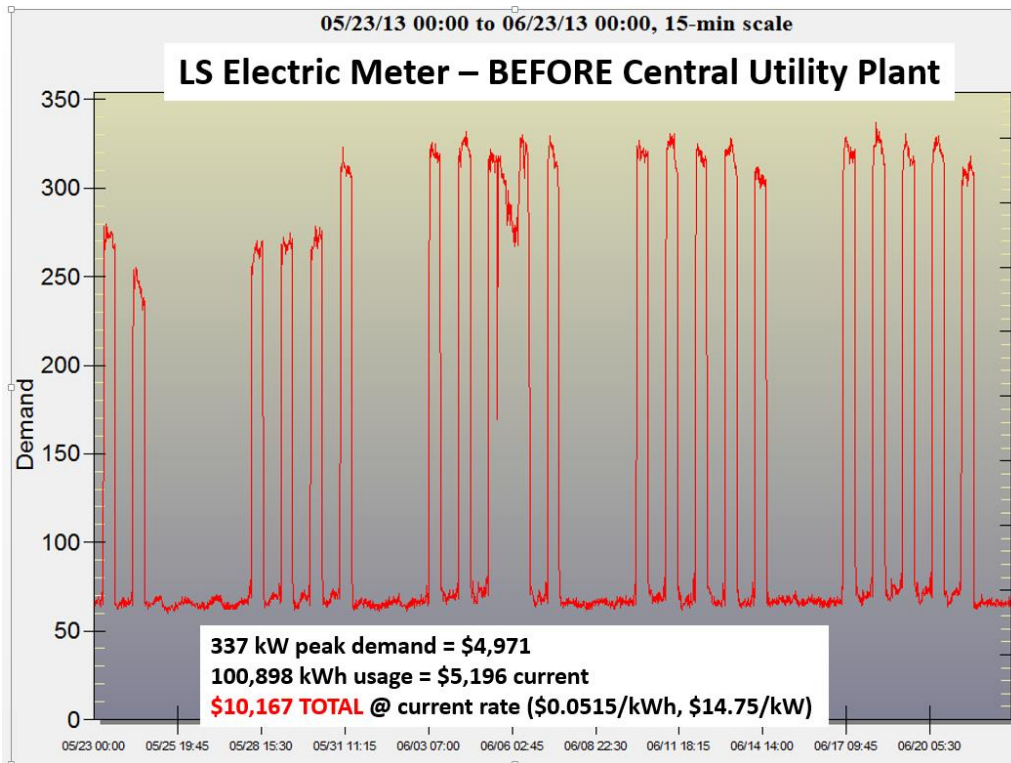
Here are the campus wide energy and water usage per academic year

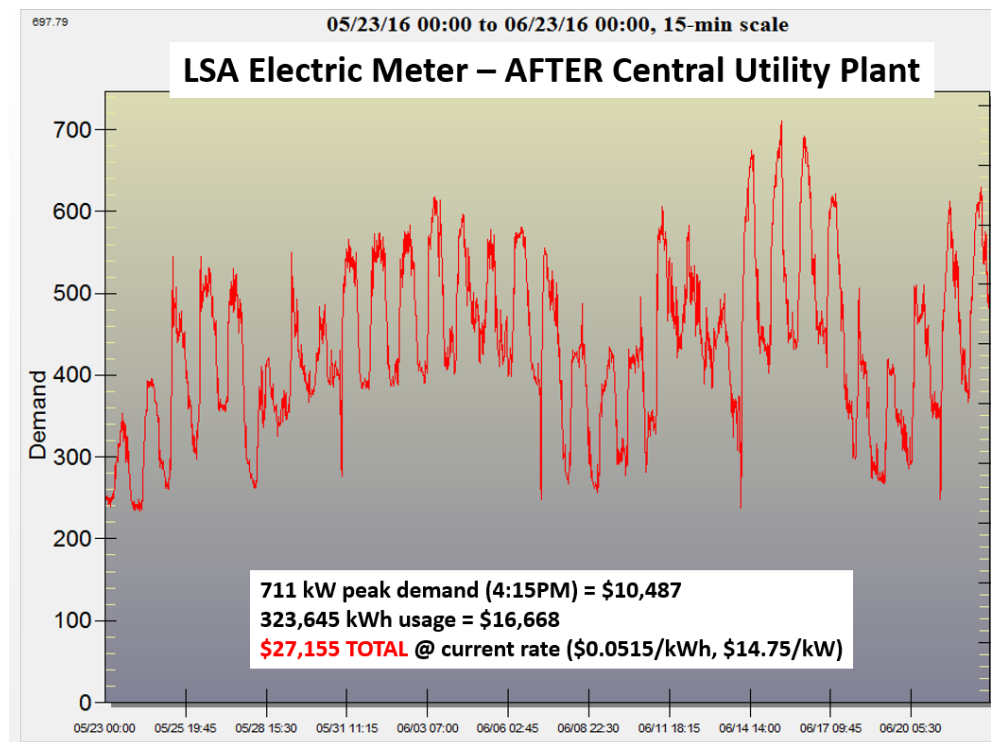
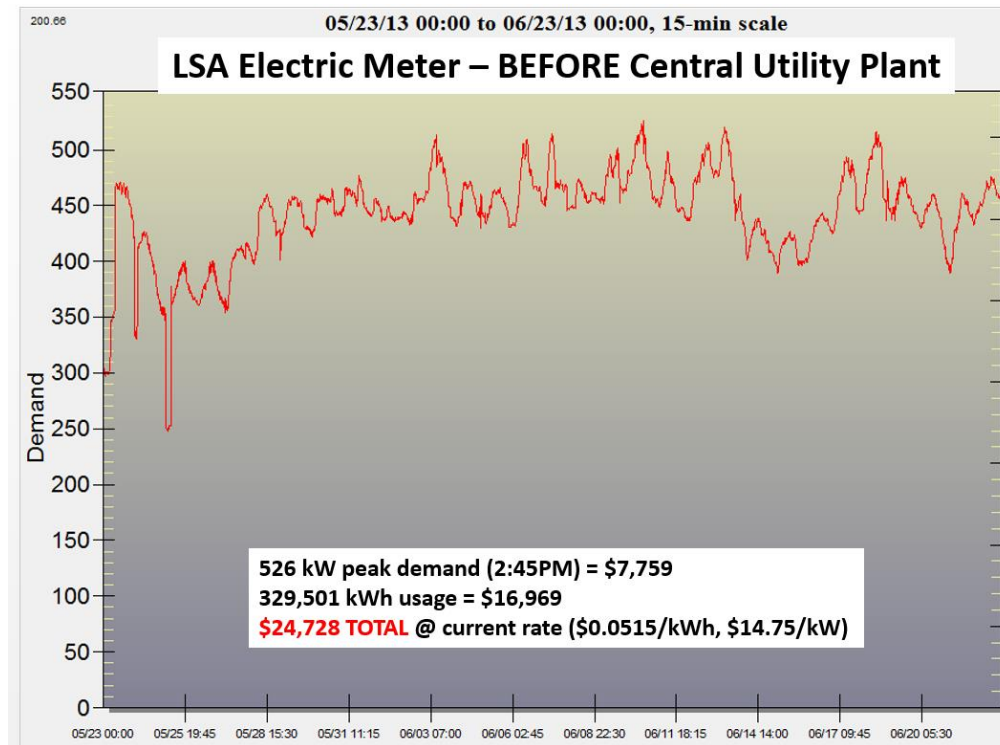


2014-15, FSU reported 36% energy reduction which enable us to win the Certificate of Recognition in Utility Savings Initiative 30% Club at the 5th Annual Appalachian Energy Summit.

2015-16, FSU just reported a 41% decrease in energy usage from baseline year 2002-03.







Was the Performance Contract (ESPC) Program completed?

The ESPC was completed. Last pay application was approved on 9/1/2015.

Status of Food Waste Composting?

FSU Dining started a composting program on 8/17/16 with a food diversion pilot program with the SMART Recycling.

What about Lighting?

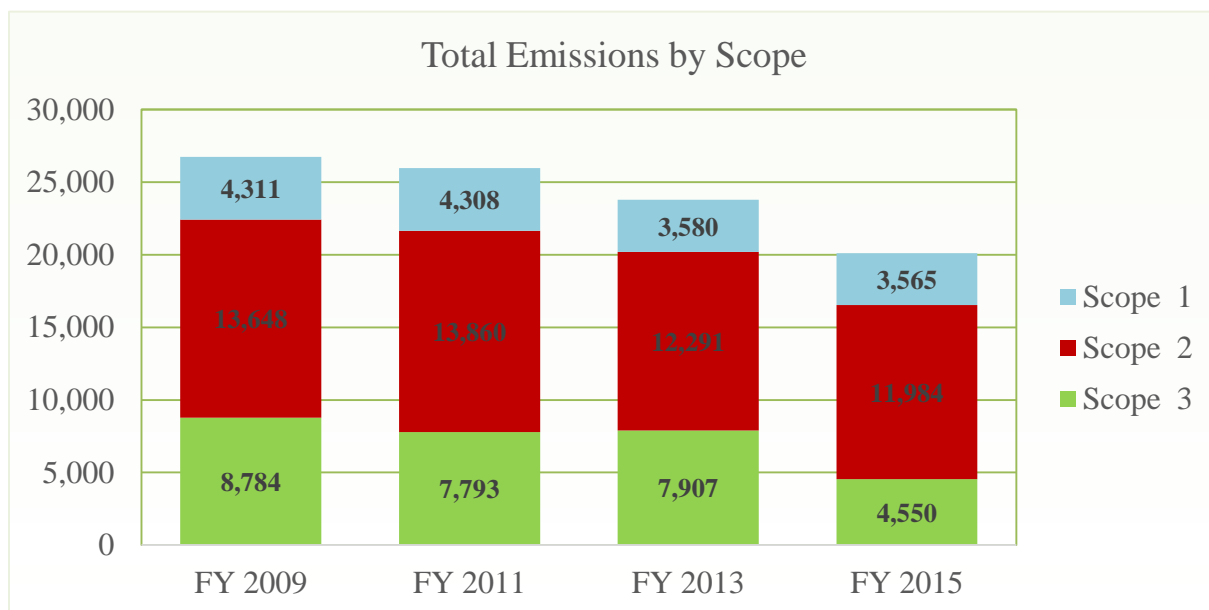
60% of exterior lighting has been retrofitted LED

75% of interior lighting had been retrofitted to energy efficient lighting

Greenhouse Gas Emissions

Scope	Source	FY 2009	FY 2011	FY 2013	FY 2015
Scope 1 Emissions (MTCO ₂ e)	Stationary Sources	4,080	4,115	3,413	3,258
	Mobile Sources	149	145	127	117
	Fugitive and Process Sources	82	42	39	183
	Agriculture Sources	0.1	5.7	0.1	6.7
	Total Gross Scope 1 Emissions	4,311	4,308	3,580	3,565
Scope 2 Emissions (MTCO ₂ e)	Purchased Electricity	13,648	13,860	12,291	11,984
	Total Gross Scope 2 Emissions	13,648	13,860	12,291	11,984
Scope 3 Emissions (MTCO ₂ e)	Faculty/Staff Commuting	1,277	1,191	1,272	718
	Student Commuting	5,250	4,564	4,937	2,631
	Air Travel	890	600	404	283
	Other Directly Financed Travel	41	86	98	148
	Study Abroad Air Travel	-	-	-	46
	Solid Waste	(24)	(18)	(19)	(17.5)
	Scope 2 Transmission & Distribution (T&D) Losses	1,350	1,371	1,216	741
	Total Gross Scope 3 Emissions	8,784	7,793	7,907	4,550
Scope 1- 3 Gross Emissions (MTCO ₂ e)	Total Gross Emissions	26,743	25,961	23,778	20,099
	Gross Square Footage (GSF) x1000	1,434.2	1,530.3	1,691.5	2,493.7
	Full-Time Equivalent Students (FTE)	5,382	5,116	5,149	5,083

Scope 1- 3 Net Emissions (MTCO ₂ e)	Total Gross Emission Intensity per 1000 GSF	18.6	17.0	14.1	8.1
	Total Gross Emission Intensity per FTE	5.0	5.1	4.6	3.95
	Purchased Offsets	0	0	0	0
	Carbon Sequestration	0	0	0	0
	Total Net Emissions	26,743	25,961	23,778	20,099
	Total Net Emission Intensity per 1000 GSF	18.6	17.0	14.1	8.1
	Total Net Emission Intensity per FTE	5.0	5.1	4.6	3.95



A significant improvement is the notable decrease in emission intensity MTCO₂E per 1,000 GSF of building space:

- From 18.6 in FY 2009 to 17.0 in FY 2011, a 2-year decrease of 8.6 %
- From 17.0 in FY 2011 to 14.1 in FY 2013, a 2-year decrease of 17.1 %
- From 14.1 in FY 2013 to 8.1 in FY 2015, a 2-year decrease of 42.6%

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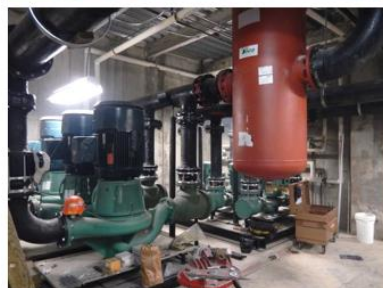
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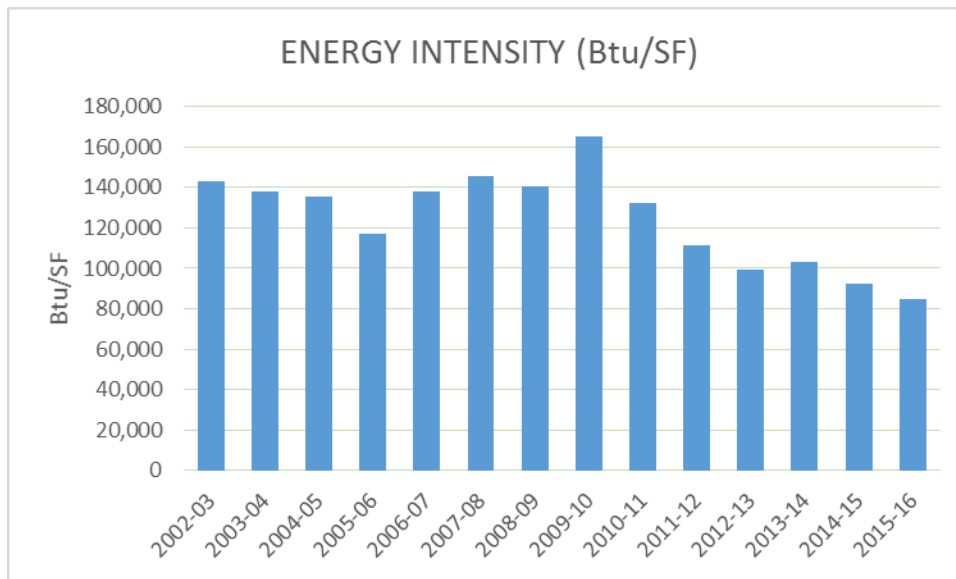
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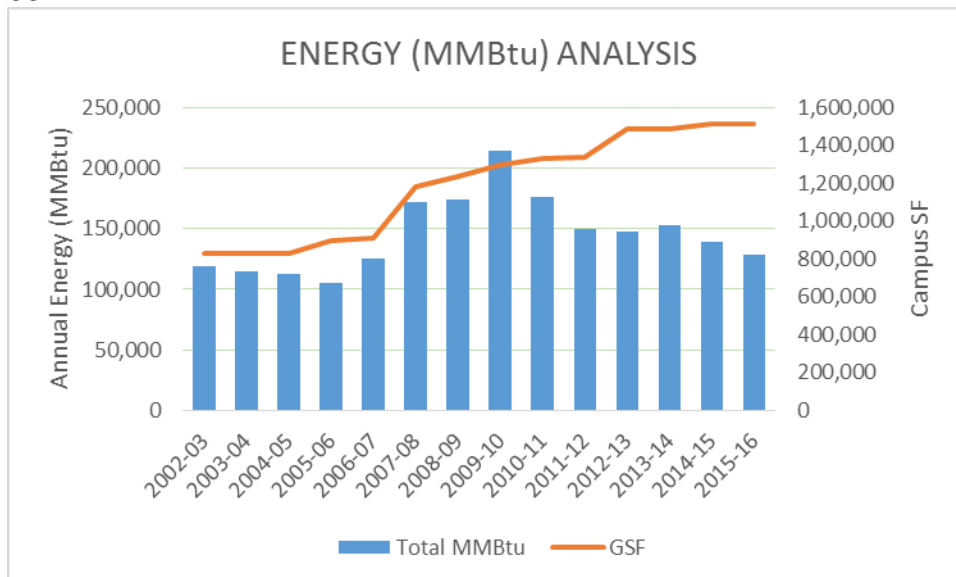


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2014-15, FSU reported 36% energy reduction which enable us to win the Certificate of Recognition in Utility Savings Initiative 30% Club at the 5th Annual Appalachian Energy Summit.

2015-16, FSU just reported a 41% decrease in energy usage from baseline year 2002-03.



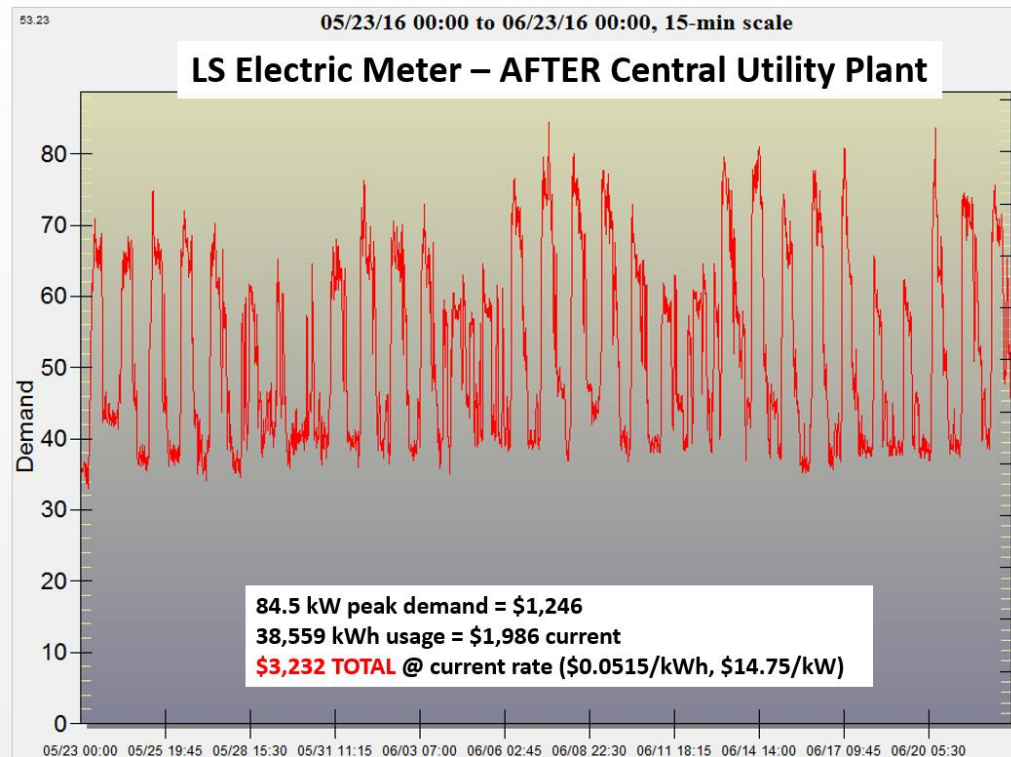
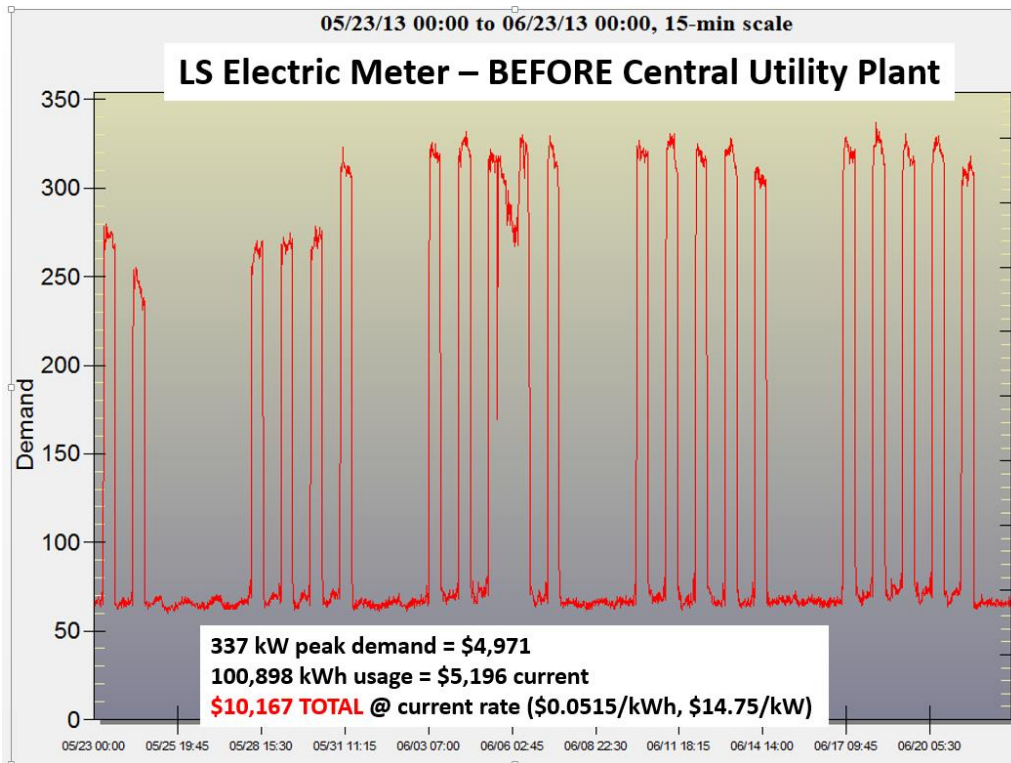
month	year	kWh	peak kW	rate \$/kWh	elec cost \$	gal	W \$/mgal	Sew \$/mgal	W/S cost	Elec/W/S cost
July	2015	62242.0	124	0.0852	\$ 5,303	100,000	\$ 2.71	\$ 4.89	\$ 760	\$ 6,063
Aug	2015	66085.4	164	0.0881	\$ 5,822	150,000	\$ 2.71	\$ 4.89	\$ 1,140	\$ 6,962
Sept	2015	80912.2	170.75	0.0849	\$ 6,867	252,740	\$ 2.71	\$ 4.89	\$ 1,921	\$ 8,787
Oct	2015	72219.6	158.75	0.0920	\$ 6,646	267,720	\$ 2.71	\$ 4.89	\$ 2,035	\$ 8,681
Nov	2015	62915.8	153.25	0.0907	\$ 5,708	209,580	\$ 2.71	\$ 4.89	\$ 1,593	\$ 7,301
Dec	2015	39964.8	145	0.0927	\$ 3,703	96,070	\$ 2.71	\$ 4.89	\$ 730	\$ 4,434
Jan	2016	56662.1	157.5	0.0815	\$ 4,620	186,900	\$ 2.71	\$ 4.89	\$ 1,420	\$ 6,040
Feb	2016	64289.3	154.25	0.0833	\$ 5,355	259,430	\$ 2.71	\$ 4.89	\$ 1,972	\$ 7,327
Mar	2016	59493.2	159.25	0.0858	\$ 5,103	466,160	\$ 2.71	\$ 4.89	\$ 3,543	\$ 8,646
Apr	2016	66205.8	154.25	0.0912	\$ 6,039	59,870	\$ 2.71	\$ 4.89	\$ 455	\$ 6,494
May	2016	38972.3	133.5	0.0891	\$ 3,471	4,270	\$ 2.81	\$ 5.00	\$ 33	\$ 3,505
Jun	2016	40163.8	80.25	0.0922	\$ 3,705	50,380	\$ 2.81	\$ 5.00	\$ 393	\$ 4,099
TOTALS=>		710,126			\$ 62,343	2,103,120			\$ 15,995	\$ 78,338
					80%				20%	

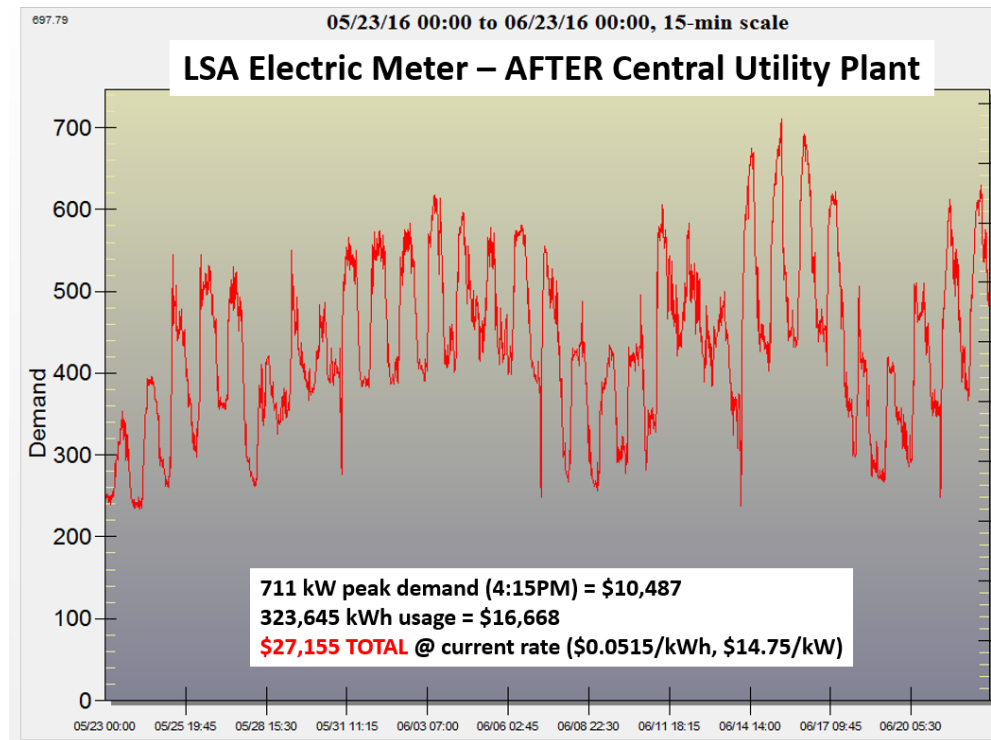
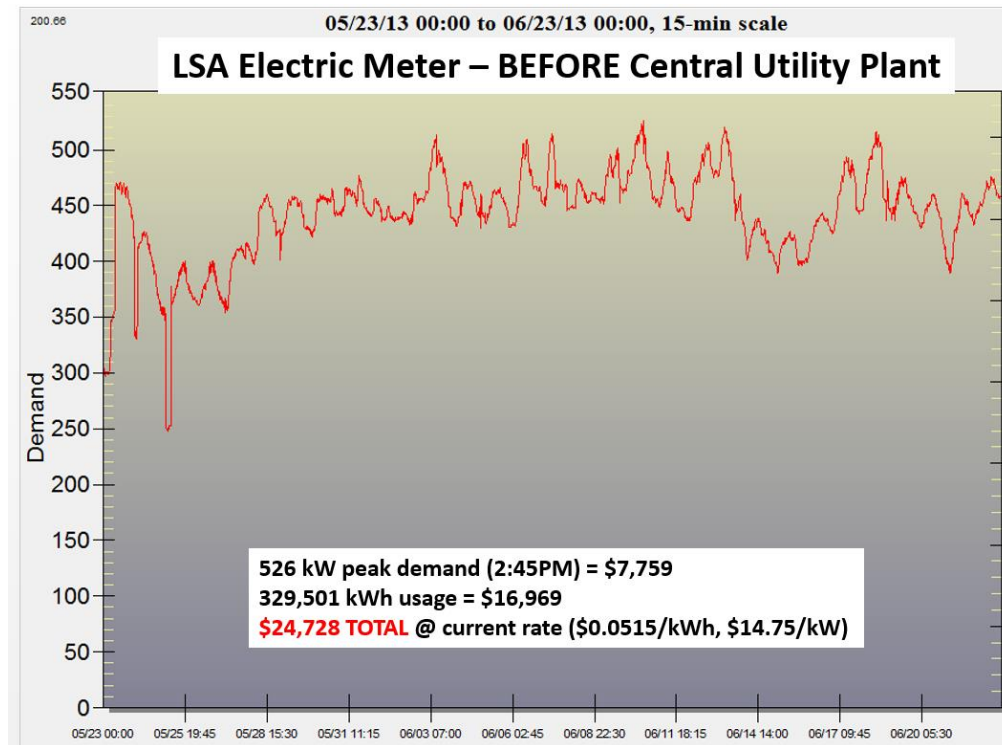
Notes

Electric rates from PWC on master campus meter are "blended" and recalculated from each month's actual bill. The demand charges are included in total cost but the total cost is divided by kWh to get a blended rate. That is why the rate varies slightly each month. All fees and taxes are included.

Water/sewer rates from PWC are taken right from their schedules. We don't include any fees in these rates.

Red cells are months w/o actual data. We made conservative assumptions for usage (kWh & gal). See comments for detail.





Was the Performance Contract (ESPC) Program completed?

The ESPC was completed. Last pay application was approved on 9/1/2015.

Status of Food Waste Composting?

FSU Dining started a composting program on 8/17/16 with a food diversion pilot program with the SMART Recycling.

What about Lighting?

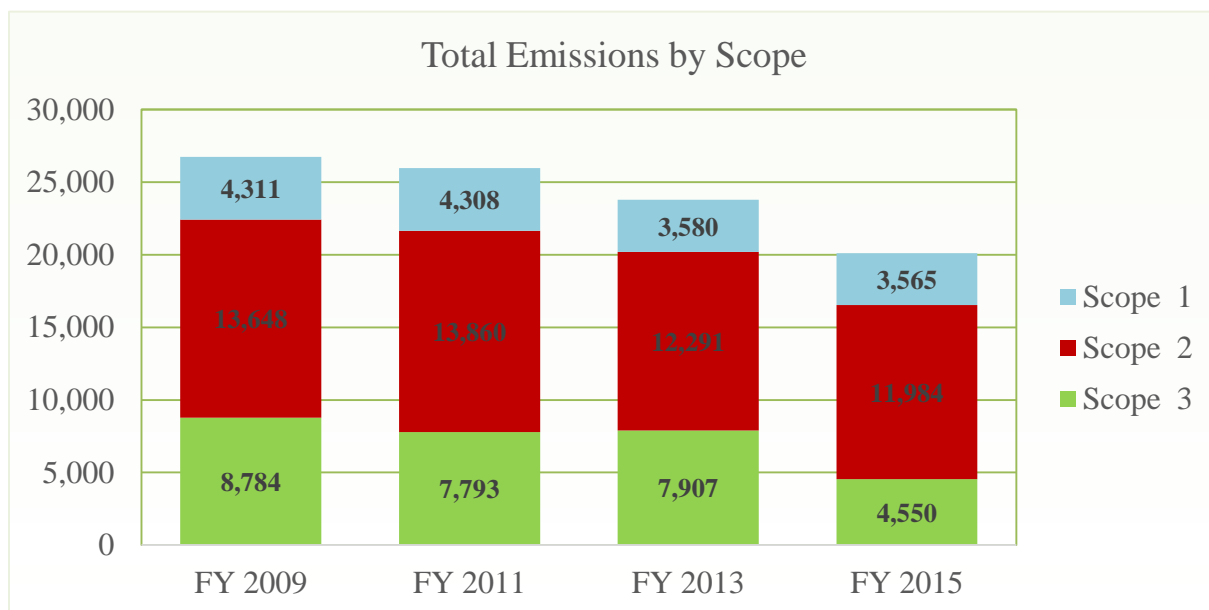
60% of exterior lighting has been retrofitted LED

75% of interior lighting had been retrofitted to energy efficient lighting

Greenhouse Gas Emissions

Scope	Source	FY 2009	FY 2011	FY 2013	FY 2015
Scope 1 Emissions (MTCO ₂ e)	Stationary Sources	4,080	4,115	3,413	3,258
	Mobile Sources	149	145	127	117
	Fugitive and Process Sources	82	42	39	183
	Agriculture Sources	0.1	5.7	0.1	6.7
	Total Gross Scope 1 Emissions	4,311	4,308	3,580	3,565
Scope 2 Emissions (MTCO ₂ e)	Purchased Electricity	13,648	13,860	12,291	11,984
	Total Gross Scope 2 Emissions	13,648	13,860	12,291	11,984
Scope 3 Emissions (MTCO ₂ e)	Faculty/Staff Commuting	1,277	1,191	1,272	718
	Student Commuting	5,250	4,564	4,937	2,631
	Air Travel	890	600	404	283
	Other Directly Financed Travel	41	86	98	148
	Study Abroad Air Travel	-	-	-	46
	Solid Waste	(24)	(18)	(19)	(17.5)
	Scope 2 Transmission & Distribution (T&D) Losses	1,350	1,371	1,216	741
	Total Gross Scope 3 Emissions	8,784	7,793	7,907	4,550
Scope 1- 3 Gross Emissions (MTCO ₂ e)	Total Gross Emissions	26,743	25,961	23,778	20,099
	Gross Square Footage (GSF) x1000	1,434.2	1,530.3	1,691.5	2,493.7
	Full-Time Equivalent Students (FTE)	5,382	5,116	5,149	5,083

Scope 1- 3 Net Emissions (MTCO2e)	Total Gross Emission Intensity per 1000 GSF	18.6	17.0	14.1	8.1
	Total Gross Emission Intensity per FTE	5.0	5.1	4.6	3.95
	Purchased Offsets	0	0	0	0
	Carbon Sequestration	0	0	0	0
	Total Net Emissions	26,743	25,961	23,778	20,099
	Total Net Emission Intensity per 1000 GSF	18.6	17.0	14.1	8.1
	Total Net Emission Intensity per FTE	5.0	5.1	4.6	3.95



A significant improvement is the notable decrease in emission intensity MTCO2E per 1,000 GSF of building space:

- From 18.6 in FY 2009 to 17.0 in FY 2011, a 2-year decrease of 8.6 %
- From 17.0 in FY 2011 to 14.1 in FY 2013, a 2-year decrease of 17.1 %
- From 14.1 in FY 2013 to 8.1 in FY 2015, a 2-year decrease of 42.6%



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 6/18/2018

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

BACKGROUND

According to the attached correspondence from Wade Hardin, Chairman of the Cumberland County ABC Board, the ABC Board is requesting that the Cumberland County Board of Commissioners approve the ABC Board's adoption of Cumberland County's Travel Policy Section I: Board Approved Policies; Subsection 3: Cumberland County Financial/Audit; Policy No. 3-2: Travel Policy, in accordance with House Bill 1717: Modernization of the State ABC System; Section 13.

RECOMMENDATION / PROPOSED ACTION

Consider approval of the ABC Board's request to adopt Cumberland County's Travel Policy Section I: Board Approved Policies; Subsection 3: Cumberland County Financial/Audit; Policy No. 3-2: Travel Policy and direct the Clerk to the Board to send to the ABC Commission written confirmation of said action and a copy of Cumberland County's Travel Policy Section I: Board Approved Policies; Subsection 3: Cumberland County Financial/Audit; Policy No. 3-2: Travel Policy.

ATTACHMENTS:

Description	Type
ABC Board Request to Adopt Cumberland County Travel Policy	Backup Material
Cumberland County's Travel Policy Section I: Board Approved Policies; Subsection 3: Cumberland County Financial/Audit; Policy No. 3-2: Travel Policy	Backup Material

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

June 12, 2018

Subject: Board Travel Policy


Chairman Larry Lancaster:

The ABC Board voted at the June 11, 2018 meeting to request the permission and approval from the County Commissioners to adopt the County's Travel Policy according to House Bill 1717: Modernization of the State ABC System. The House Bill 1717 is a result of recommendations by a joint legislative study committee on Alcoholic Beverage Control issues. House Bill 1717, Section 13 (see below) requires that the local board annually submit a copy of the County's travel policy and the authorization to the ABC Board to be forwarded to the ABC Commission.

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

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

Thank you,


Wade Hardin
Chairman

Cumberland County

Section I – Board Approved Policies

Subsection 3: Cumberland County Financial / Audit

Policy No. 3-2: Travel Policy

The travel policy was approved at the September 15, 2003 Board of Commissioners Meeting and revised on June 16, 2008 Board of Commissioners Meeting.

The policy was revised in December 2010 to comply with IRS Regulations regarding Meal Reimbursements associated with Daily Travel. See Item H of the policy.

1.0 PURPOSE

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

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

2.0 SCOPE

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

- An employee or board member traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, circuitous routes, luxury accommodations, and services unnecessary in the performance of official business are not acceptable under this standard. Employees and board members will be responsible for unauthorized cost and any additional expenses incurred for personal preference or convenience.
- Non-employees (i.e. board members) traveling on County business shall be subject to the same policies and requirements as employees if the county is paying the expenses.

- Travel advances represent a payment of public funds to an employee or official for travel costs, which have not yet been incurred. Advances should be made for the minimum amount necessary, paid just prior to travel, and reconciled immediately at the conclusion of the travel. They are not to be used as interest-free loans.
- G.S. 14-247 states that it is illegal for a publicly owned vehicle to be used for a private purpose.
- G.S. 159-181 (a) states that any officer or employee of a local government or public authority who submits a written claim or approves a claim for funds that he/she knows to be false is guilty of a misdemeanor.

3.0 DEFINITIONS

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

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

- G. Travel** – Travel is defined as going to and from the normal duty station to a site located outside the County to conduct County business. Authorization of travel requests will be based upon need and cost/benefit of travel as determined by the authorizing party. All travel costs except airline tickets will be paid directly by the requesting party, and will be reimbursed by the County. The requesting party will be reimbursed for actual costs incurred only, subject to the limitations established in this policy.

4.0 GENERAL GUIDELINES

A. In-State/Out-of –State Travel

Travel is contingent upon the availability of funds in the departmental budget. Department heads are responsible for ensuring funds are available for travel within their departmental budgets and approving travel. Department heads shall ensure that all charges and expenses are in compliance with this policy.

B. Multiple Employees Traveling to the Same Destination

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

5.0 PROCEDURES

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

A. Travel Advances

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

B. Registration

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

C. Transportation

Air Line Travel – Tickets for airline travel will be purchased through the County approved travel agency. Penalties and charges resulting from the cancellation of airline reservations (or other travel reservations) shall be the County's obligation if the employee's travel has been approved in advance and the cancellation or change is made at the direction of and for the convenience of the County. If the cancellation or change is made for the personal benefit of the employee, it shall be the employee's obligation to pay the penalties and charges. However, in the event of accidents, serious illness or death within the employee's immediate family, or other critical circumstances beyond the control of the employee, the County will be obligated to pay the penalties and charges.

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

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

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

D. Overnight Travel – Subsistence

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

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

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

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

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

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

E. Motel/ Hotel:

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

F. Telephone:

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

Personal – Personal calls are not reimbursable.

G. Internet Connection:

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

H. Daily Travel (Not Overnight)

There will not be Reimbursement for meals under daily travel.

I. Mileage Reimbursement

The County reimburses mileage expense at the IRS standard mileage rate. The Finance Director is authorized to make periodic adjustments for automobile mileage rates in accordance with current IRS regulations. The IRS approved rate may change on a calendar year basis and generally becomes effective January 1 of each year. Normal parking charges are reimbursable. Parking receipts or an explanation of why there is no receipt should be attached to the reimbursement request.

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

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

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

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

J. Processing and Approval of Reimbursement Requests

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

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

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

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

The following items are **NOT** reimbursable:

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

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

K. Responsibilities of Travel Approvers

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

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

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

L. Responsibilities of Finance Director

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

<END>



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, INTERIM DIRECTOR

DATE: 6/4/2018

**SUBJECT: APPROVAL OF SUBMISSION OF 2018 COMMUNITY DEVELOPMENT
ANNUAL ACTION PLAN**

BACKGROUND

As part of the Five-Year Consolidated Planning process, an Action Plan is presented each year by Community Development outlining activities to be carried out over the next program year. The 2018 Annual Action Plan is to be submitted to the U.S. Department of Housing and Urban Development (HUD) within 60 days after notification of allocations or by August 16, 2018 (whichever is first). The proposed estimated entitlement funding for this year is as follows: Community Development Block Grant (CDBG) - \$825,817; and HOME Investment Partnership Act (HOME) - \$399,148. The proposed competitive funding awards for our community for programs administered and managed by Community Development this year is the Continuum of Care (CoC) - \$141,850.

The draft Annual Action Plan was presented and a public hearing held at the May 21, 2018 Board of Commissioners meeting. This document was made available at several locations throughout the County for a 30-day public review and comment period from April 3, 2018 through May 2, 2018. No comments were received during the public hearing. A final copy of the plan will be available through the Community Development Office.

RECOMMENDATION / PROPOSED ACTION

Community Development recommends that the Board of County Commissioners approve submission of the Annual Action Plan to HUD within 60 days after notification of allocations or by August 16, 2018 (whichever is first).



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA BULLARD, PURCHASING MANAGER

DATE: 6/8/2018

SUBJECT: APPROVAL OF FORMAL BID AWARD FOR DISASTER DEBRIS STAND-BY CONTRACTS

BACKGROUND

In the event of a disaster, debris monitoring and removal services are required for the management of the resulting debris. Stand-by contracts for these services are imperative to have in place as they allow the County to begin serving the community immediately following an event without waiting for a bid process to be completed, as is mandated by Federal disaster procurement regulations.

Formal bids were solicited, received and evaluated for disaster debris removal and monitoring stand-by contracts. Due to the size and complexity of disaster debris projects, the objective was to contract with a primary and secondary vendor for debris removal and a primary and secondary vendor for debris monitoring.

RECOMMENDATION / PROPOSED ACTION

Based on the lowest, responsive, responsible bidder standard of award, request approval to award as follows:

Debris Removal:

Primary - D&J Enterprise, Inc.

Secondary - Ceres Environmental

Debris Monitoring:

Primary: Thompson Consulting Services

Secondary: Tetra Tech

ATTACHMENTS:

Description

Debris Removal Cost Summary Sheet

Debris Removal Evaluation Summary Sheet

Type

Backup Material

Backup Material

Debris Removal Bid Award Approval Form
Debris Monitoring Cost Summary Sheet
Debris Monitoring Evaluation Summary Sheet
Debris Monitoring Bid Award Approval Form

Backup Material
Backup Material
Backup Material
Backup Material

Debris Clearance and Removal - Cost Summary Sheet - Proposal No: 18-13-ES (F)

Sections	D&J Enterprises Inc	CERES	Crowder Gulf	Conti Federal Services Inc	TFR Enterprises Inc	DRC Emergency Services
Total Debris Unit Cost Per Bid Sheet	\$ 1,235.99	\$ 1,561.42	\$ 1,760.40	\$ 1,854.25	\$ 2,154.00	\$ 2,399.68
Estimated 5000 Each	\$ 6,179,950.00	\$ 7,807,100.00	\$ 8,802,000.00	\$ 9,271,250.00	\$ 10,770,000.00	\$ 11,998,400.00
Total Hourly Equipment Cost Per Bid Sheet	\$ 2,565.00	\$ 3,318.00	\$ 2,820.00	\$ 4,252.00	\$ 3,595.00	\$ 4,855.00
Estimated 8 hours	\$ 20,520.00	\$ 26,544.00	\$ 22,560.00	\$ 34,016.00	\$ 28,760.00	\$ 38,840.00
Estimated Total for & 8 hours of	\$ 6,200,470.00	\$ 7,833,644.00	\$ 8,824,560.00	\$ 9,305,266.00	\$ 10,798,760.00	\$ 12,037,240.00

Evaluation Sheet 18-13-ES (F) Debris Clearance and Removal

Scale of 80 Max. 16 Points per category

[illegible]



Cumberland County Formal Bid Award Approval

Please Note: This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations are submitted to a committee or Board. Please complete all applicable fields.

Date: 5-31-18 Department: Countywide

Bid Description (If additional space necessary, may attach a separate sheet): Debris removal Stand-by (Stand-by Contract)

Amount of Bid Award (or estimated contract amount): NA (If \$90,000 – \$99,999.99 County Manager approval required only, if \$100,000 or more County Manager and Board approval required.)

Budgeted Amount for Project: NA Original Budget (Y/N): or Budget Revision #:

Budget Line: Org. NA Object Code: NA

Department Bid Award Recommendation (specify the vendor):

Primary vendor: D&J, Secondary vendor: Ceres

Justification (ex. lowest bidder) (Please note that if the lowest bidder is not selected a detailed explanation must be provided. If additional space necessary, may attach a separate sheet.):

Lowest, responsible, responsive bidders

Has this project (not the bid award, just the actual project or funds for the project) been reviewed by a committee? No If so, which committee? NA on what date? NA (Please note committee review/approval is not necessarily required for all bids, if a department is not certain if committee review is necessary, they should consult their Assistant County Manager.)

Recommended By: Landy Freeman
Department Head

Reviewed and Accepted By:

Wickiwan Date: 6/10/18

Finance Director

Amanda Bullard Date: 6-6-18

County Purchasing Manager

Amey Cannon Date: 6/12/18

County Manager (Please see question to the right)

Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee: . (Please note the department will need to coordinate putting the item on the committee agenda and will need to then submit the formal bid award recommendation to the Board upon committee approval.)

Hourly Rate Totals
Debris Monitoring 18-16-ES (F)

Bid Request Listed Positions	Thompson Consulting Services	Tetra Tech	Witt O'Brien's	Rostan Solutions
Project Manager	69.00	75.00	71.00	85.00
Operations Manager	62.50	62.00	58.00	70.00
Schedule/Expeditors	N/A	45.00	42.00	65.00
GIS Analyst	55.00	55.00	53.00	65.00
Field Supervisors	49.00	42.00	42.00	48.00
Dbris Site/Tower Monitors	34.00	36.00	34.00	36.00
Environmental Specialist	34.00	65.00	70.00	65.00
Project Inspectors (citizen drop off monitors)	32.00	32.00	38.00	34.00
Load Ticket Data Entry Clerks	N/A	N/A	27.50	N/A
Billing/Invoicing Analyst	48.00	55.00	58.00	34.00
Admin. Assistants	20.00	34.00	27.50	34.00
Field Coordinators (crew monitors)	34.00	36.00	42.00	34.00
Totals	\$437.50	\$537.00	\$563.00	\$570.00

Evaluation Sheet 18-16-ES (F) Debris Monitoring

Scale of 96

Max Points Per Category - 16 Points

[illegible]



Cumberland County Formal Bid Award Approval

Please Note: This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations are submitted to a committee or Board. Please complete all applicable fields.

Date: 5-31-18 Department: Countywide

Bid Description (If additional space necessary, may attach a separate sheet): Debris Monitoring Standby
(Stand by Contract)

Amount of Bid Award (or estimated contract amount): NA (If \$90,000 – \$99,999.99 County Manager approval required only, if \$100,000 or more County Manager and Board approval required.)

Budgeted Amount for Project: NA Original Budget (Y/N): or Budget Revision #:

Budget Line: Org. NA Object Code: NA

Department Bid Award Recommendation (specify the vendor):

Primary Vendor: Thompson Secondary Vendor: Tetra-Tech

Justification (ex. lowest bidder) (Please note that if the lowest bidder is not selected a detailed explanation must be provided. If additional space necessary, may attach a separate sheet.):

Lowest, responsible, responsive bidders

Has this project (not the bid award, just the actual project or funds for the project) been reviewed by a committee? NO If so, which committee? NA on what date? NA (Please note committee review/approval is not necessarily required for all bids, if a department is not certain if committee review is necessary, they should consult their Assistant County Manager.)

Recommended By: Larry Boenig
Department Head

Reviewed and Accepted By:

Widoe Evans Date: 6/12/18
Finance Director

Amanda Bullard Date: 6-16-18
County Purchasing Manager

Amy Cannon Date: 6/12/18
County Manager (Please see question to the right)

Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee: . (Please note the department will need to coordinate putting the item on the committee agenda and will need to then submit the formal bid award recommendation to the Board upon committee approval.)



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JOEL STRICKLAND, FAMPO EXECUTIVE DIRECTOR

DATE: 6/8/2018

**SUBJECT: APPROVAL OF FY2018 COMMUNITY TRANSPORTATION SERVICES
CONTRACT AMENDMENTS**

BACKGROUND

The Community Transportation Program received approval from the Board of County Commissioners for contracts awarded to B&W Transporting, Inc. and Famiks Transport, Inc. for Fiscal Year 2018. We now require amendments to decrease the 5310 Famiks FY18 Contract (by \$2,842.75) and increase the 5310 B&W Contract (by \$2,842.75). In addition, we will need to increase the AAA-Medical B&W Contract (by \$3,092) and the EDTAP Famiks Contract (by \$14, 649) in order to continue providing medical, work, and general transportation services for our county residents and finish this fiscal year with financial obligations to both. These changes are all within approved FY18 budget amounts.

RECOMMENDATION / PROPOSED ACTION

The Transportation Advisory Board (TAB) would like to request your approval of the contract amendments awarded to the existing transportation providers (B&W Transporting, Inc. and Famiks Transport, Inc.) for Fiscal Year 2018.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JOEL STRICKLAND, FAMPO EXECUTIVE DIRECTOR

DATE: 5/29/2018

**SUBJECT: APPROVAL OF FY2019 COMMUNITY TRANSPORTATION SERVICES
CONTRACT EXTENSIONS**

BACKGROUND

The Transportation Advisory Board (TAB) agreed to an extension of the contracts awarded to B & W Transporting, Inc. and Famiks Transport, Inc. at the April 10, 2018 TAB Meeting. The extensions of the contracts are in the best interest of the program and the county as stated in the Request for Proposal. While the Community Transportation Program Coordinator, NCDOT, and ITRE work on a restructured RFP process that is intended to provide increased efficiencies; safe, dependable, accessible, and affordable transportation services for our county residents to medical, work and general errands will continue being provided by these transportation companies for Fiscal Year 2019.

RECOMMENDATION / PROPOSED ACTION

The Transportation Advisory Board (TAB) would like to request your approval of the extension of the contracts awarded to the existing transportation providers (B & W Transporting, Inc. and Famiks Transport, Inc.) for Fiscal Year 2019.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 6/8/2018

SUBJECT: APPROVAL OF THE FY 2018-2019 HOME & COMMUNITY CARE BLOCK GRANT FOR OLDER ADULTS AGREEMENT BETWEEN COUNTY OF CUMBERLAND AND MID-CAROLINA AREA AGENCY ON AGING

BACKGROUND

Cumberland County has received the FY2018-2019 funding request for the Home & Community Care Block Grant, which includes an increase of \$23,275. An additional \$17,000 is available for programmatic allocations due to the Hope Mills Senior Programming no longer qualifying as a Multipurpose Senior Center. The Committee is recommending these funds be allocated to the following services: Elderly Nutrition \$20,135; Transportation \$10,000; Home Improvement \$5,000; Legal Services \$5,140.

You will find enclosed:

Lead Agency Designation, DAAS-730

County Services Summary, DAAS-731

Provider Services Summaries, DAAS-732 (7-one for each provider)

Agreement for the Provision of the County-Based Aging Services, DAAS-735

RECOMMENDATION / PROPOSED ACTION

Approve the FY2018-2019 Home & Community Care Block Grant for Older Adults Agreement between County of Cumberland and Mid-Carolina Area Agency on Aging which requires the signatures of the Chairman of the Board and the County Finance Director.

ATTACHMENTS:

Description

Type

FY2018-2019 Home & Community Care Block Grant for Older Adults Agreement
Between County of Cumberland and Mid-Carolina Area Agency on Aging

Backup Material

Mid-Carolina Council of Governments

130 Gillespie Street • Post Office Drawer 1510 • Telephone (910) 323-4191 • Fax (910) 323-9330
Fayetteville, North Carolina 28302

June 4, 2018

Ms. Melissa Cardinali
Assistant County Manager
County of Cumberland
P.O. Box 1829
Fayetteville, NC 28302

Dear Ms. Cardinali:

Cumberland County has received an increase of \$23,275 in Home and Community Care Block Grant funding for FY 2018-2019. An additional \$17,000 is available for programmatic allocations due to the Hope Mills Senior Programming no longer qualifying as a Multipurpose Senior Center. The Committee is recommending these funds be allocated to the following services: Elderly Nutrition \$20,135; Transportation \$10,000; Home Improvement \$5,000; Legal Services \$5,140.

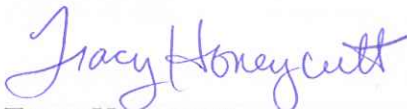
You will find enclosed:

Lead Agency Designation, DAAS-730
County Services Summary, DAAS-731
Provider Services Summaries, DAAS-732 (7-one for each provider)
Agreement for the Provision of County-Based Aging Services, DAAS-735

The County Summary and the County Agreement require the signature of the Chairman of the Board of Commissioners. The Provider Summaries need the signature of the Chairman and the County Finance Officer.

If you have any questions, please call me.

Thank you,



Tracy Honeycutt
Aging Director

Enclosures

"PROGRESS THROUGH INTERGOVERNMENTAL COOPERATION"



Printed on recycled paper

Home and Community Care Block Grant for Older Adults

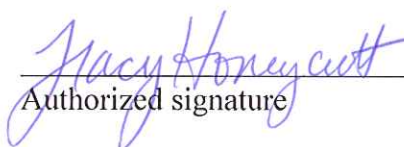
County Funding Plan

Identification of Agency or Office with Lead Responsibility for County Funding Plan

County: Cumberland July 1, 2018 through June 30, 2019

The agency or office with lead responsibility for planning and coordinating the County Funding Plan recommends this funding plan to the Board of Commissioners as a coordinated means to utilize community-based resources in the delivery of comprehensive aging services to older adults and their families.

Mid-Carolina Area Agency on Aging
(Name of agency/office with lead responsibility)

 6/4/18
Authorized signature (date)

Tracy Honeycutt, Aging Director
(Type name and title of signatory agent)

Home and Community Care Block Grant for Older Adults

DAAS-731 (Rev. 2/16)

County Funding Plan

County: CUMBERLAND

July 1, 2018 through June 30, 2019

County Services Summary

Date: 6/4/18

Services	A				B	C	D	E	F	G	H	I
	Block Grant Funding				Required Local Match	Net Service Cost	USDA Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursemen Rate	Projected HCCBG Clients	Projected Total Units
	Access	In-Home	Other	Total								
Adult Day Care		55068			6119	61187		61187	1650	37.0700	15	1650
Adult Day Health*		132316			14702	147018		3289	3238		17	3289
Adult Day Care Transportation		3500			389	3889		3889	2592	1.5000	18	2592
Adult Day Health Transportation**		3550			394	3944		3944	2629	1.5000	14	2629
Care Management	140387				15599	155986		155986			33	
Consumer Directed Care	95693				10633	106326		106326			12	
Home Improvement		102602			11400	114002		114002			100	
In-home Aide, LV1		27368			3041	30409		30409	1350	22.5253	20	1350
In-home Aide, LV2		156328			17370	173698		173698	7711	22.5253	35	7711
In-home Aide, LV3		108459			12051	120510		120510	5350	22.5253	15	5350
Information & Options Counseling	55659				6184	61843		61843				
Nutrition-Congregate			60739		6749	67488	10039	77527	11505	5.8659	150	14998
Nutrition-Home Delivered Meals		407610			45290	452900	68000	520900	82556	5.4860	450	96499
Senior Center Operations***			24000		2667	26667		26667				
Transportation-General	51188				5688	56876		56876	3611	15.7500	31	3611
Transportation-Medical	169719				18858	188577		188577	7697	24.5000	31	7697
Total	512646	996801	84739	1594186	177132	1771320	78039	1705630	129889		941	147376

*Adult Day Health

Cape Fear Adult Day Health Care
RDL Therapeutic Adult Day Center

112216
20100

12468
2233

124684
22333

124684
22333

2843
496

43.8500
45.0000

12
5

3016
496

**Adult Day Health Transportation

Cape Fear Adult Day Health Care
RDL Senior Care of Fayetteville

2500
1050

278
117

2778
1167

2778
1167

1852
778

1.5000
1.5000

12
2

1852
778

***Senior Center Operations

Fayetteville-Cumberland Senior Center
Spring Lake Senior Enrichment Center

12000
12000

1333
1333

13333
13333

Signature, Chairman, Board of Commissioners

Date

NAME AND ADDRESS
COMMUNITY SERVICE PROVIDER
Cape Fear Adult Day Health CareCenter
920 Stamper Road
Fayetteville, NC 28303

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732 (Rev. 2/16)
County Cumberland
July 1,2018 through June 30, 2019
REVISION # , DATE :

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse Rate	HCCBG Clients	Total Units
Adult Day Health	X			112216		//////////	12468	124684		124684	3016	43.85	12	3016
Transportation	X			2500		//////////	278	2778		2778	1852	1.5	12	1852
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Total	////////	////////	0	114716	0	114716	12746	127462	0	127462	4868	//////////	24	4868

*Adult Day Care & Adult Day Health Care Net Service Cost

ADC
ADHC

Daily Care
Transportation
Administrative
Net Ser. Cost Total

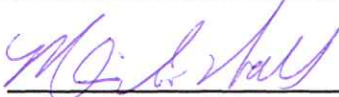
40

1.5

3.85

45.35

Certification of required minimum local match availability.
Required local match will be expended simultaneously
with Block Grant Funding.


5/29/18

Authorized Signature, Title
Community Service Provider

Date

Signature, County Finance Officer
Date

Signature, Chairman, Board of Commissioners
Date

NAME AND ADDRESS
 COMMUNITY SERVICE PROVIDER
 RDL Therapeutic Adult Day Center
 6007 Morganton Road
 Fayetteville, NC 28314

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732 (Rev. 2/16)

County _____ Cumberland

July 1, 2018 through June 30, 2019

REVISION # , DATE :

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse Rate	HCCBG Clients	Total Units
Adult Day Health	x			20100		////////////////	2233	22333		22333	514	45	5	514
Adult Day Care	x			55068		////////////////	6119	61187		61187	1500	37.07	15	1500
ADC Transportation	x			3500		////////////////	389	3889		3889	4000	1.5	18	4000
ADH Transportation	x			1050		////////////////	117	1167		1167	1000	1.5	2	1000
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Total	////	////	0	79718	0	79718	8858	88576	0	88576	7014	////	40	7014

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care	33	40
Transportation	1.5	1.5
Administrative	4	5
Net Ser. Cost Total	39	46.5

Certification of required minimum local match availability.
 Required local match will be expended simultaneously
 with Block Grant Funding.

 / Program Director 6/5/18
 Authorized Signature, Title Date
 Community Service Provider

Signature, County Finance Officer Date

Signature, Chairman, Board of Commissioners Date

NAME AND ADDRESS		Home and Community Care Block Grant for Older Adults							
COMMUNITY SERVICE PROVIDER		County Funding Plan				DAAS-732 (Rev. 2/16)			
Mid-Carolina Council of Governments						County: <u>Cumberland</u>			
P.O. Box Drawer 1510		Provider Services Summary				July 1, 2018 through June 30, 2019			
Fayetteville, NC 28302						REVISION # , DATE : 6/4/18			

Services	Ser. Delivery (Check One)		A Block Grant Funding				B Required Local Match	C Net* Serv Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate	H Projected HCCBG Clients	I Projected Total Units
	Direct	Purch.	Access	In-Home	Other	Total								
	Care Management	X		140387			////////////////	15599	155986		155986			33
Consumer Directed Care	X		95693			////////////////	10633	106326		106326			12	
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Total	////	////	236080	0	0	236080	26232	262312	0	262312	0	////////	45	0

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care		
Transportation		
Administrative		
Net Ser. Cost Total		

Certification of required minimum local match availability.
 Required local match will be expended simultaneously
 with Block Grant Funding.

Authorized Signature, Title
 Community Service Provider

6/4/18
 Date

 Signature, County Finance Officer Date

 Signature, Chairman, Board of Commissioners Date

NAME AND ADDRESS

COMMUNITY SERVICE PROVIDER

Cumberland County Council on Older Adults

339 Devers Street

Fayetteville, NC 28303

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732 (Rev. 2/16)

Cumberland Cumberland

July 1, 2018 through June 30, 2019

REVISION # , DATE :

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required Local Match	Net* Serv Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse. Rate	Projected HCCBG Clients	Projected Total Units
	Direct	Purch.	Access	In-Home	Other	Total								
In-Home Aide Services	X			292,155		//////////	32,462	324,617		324,617	14,411	22.5253	85	14,499
Information & Options Counseling	X		55,659			//////////	6,184	61,843		61,843	non-unit based	non-unit based	contact-based	non-unit based
Congregate Nutrition	X				60,739	//////////	6,749	67,488	10,039	77,527	11,505	5.8659	150	14,998
Home Delivered Meals	X			407,610		//////////	45,290	452,900	68,000	520,900	82,556	5.4860	450	96,499
Home Improvement Services	X			102,602		//////////	11,400	114,002		114,002	non-unit based	non-unit based	100	non-unit based
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Total	//////	//////	55,659	802,367	60,739	918,765	102,085	1,020,850	78,039	1,098,889	108,472	//////////	785	125,996

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care		
Transportation		
Administrative		
Net Ser. Cost Total		

Certification of required minimum local match availability.
 Required local match will be expended simultaneously
 with Block Grant Funding.

Authorized Signature, Executive Director
 Community Service Provider

Date

Signature, County Finance Officer

Date

Signature, Chairman, Board of Commissioners

Date

NAME AND ADDRESS

Home and Community Care Block Grant for Older Adults

COMMUNITY SERVICE PROVIDER

Cumberland County

County Funding Plan

DAAS-732 (Rev. 2/16)

County Cumberland

Community Transportation Program

July 1, 2018 through June 30, 2019

PO Box 1829

Provider Services Summary

REVISION # , DATE :

Fayetteville, NC 28302

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse Rate	HCCBG Clients	Total Units
Transportation-Med.		X	169719			\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	18857	188576		188576	7697	24.5	250	7697
Transportation-Gen.		X	51188			\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	5688	56876		56876	3611	15.75	31	3611
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*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care		
Transportation		
Administrative		
Net Ser. Cost Total		

Certification of required minimum local match availability.
Required local match will be expended simultaneously
with Block Grant Funding.

Authorized Signature, Title
Community Service Provider

5/24/18
Date

Signature, County Finance Officer

Date

Signature, Chairman, Board of Commissioners

Date

NAME AND ADDRESS

COMMUNITY SERVICE PROVIDER

Fayetteville-Cumberland Senior Center

City of Fayetteville

739 Blue Street

Fayetteville, NC 28301

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732 (Rev. 2/16)

County: Cumberland

July 1, 2018 through June 30, 2019

REVISION # , DATE :

Services	A					B	C	D	E	F	G	H	I
	Ser. Delivery (Check One)		Block Grant Funding			Required Local Match	Net* Serv Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate	Projected HCCBG Clients	Projected Total Units
	Direct	Purch.	Access	In-Home	Other								
Sr Center Operations	X				12000	1333	13333		13333				
						0	0		0				
						0	0		0				
						0	0		0				
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						0	0		0				
Total			0	0	12000	1333	13333	0	13333	0		0	0

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care		
Transportation		
Administrative		
Net Ser. Cost Total		

Certification of required minimum local match availability.
Required local match will be expended simultaneously
with Block Grant Funding.

David J. Newell 4/6/18
Authorized Signature, Title Date
Community Service Provider

Signature, County Finance Officer Date

Signature, Chairman, Board of Commissioners Date

NAME AND ADDRESS
COMMUNITY SERVICE PROVIDER
Town of Spring Lake
P O Box 617
Spring Lake, NC 28390

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732 (Rev. 2/16)
County: Cumberland
July 1, 2018 through June 30, 2019
REVISION # , DATE :

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse Rate	HCCBG Clients	Total Units
Sr Center Operations	X				12000	////////////////	1333	13333		13333				
						////////////////	0	0		0				
						////////////////	0	0		0				
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						////////////////	0	0		0				
Total	////	////	0	0	12000	12000	1333	13333	0	13333	0	////	0	0

*Adult Day Care & Adult Day Health Care Net Service Cost

ADC

ADHC

Daily Care
Transportation
Administrative
Net Ser. Cost Total

Certification of required minimum local match availability.
Required local match will be expended simultaneously
with Block Grant Funding.

Doris Suter, Director
5/15/18

Authorized Signature, Title
Community Service Provider

July 1, 2018 through June 30, 2019

Home and Community Care Block Grant for Older Adults

Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this 1st day of July, 2018, by and between the County of Cumberland (hereinafter referred to as the "County") and the Mid-Carolina Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. As provided in the Area Plan, focal point community service provider specified by the County to encourage maximum collocation and coordination of services for older persons is as follows:

Cumberland County Council on Older Adults, Inc.
- 1(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DAAS-732) for the period ending June 30 for the year stated above.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.
3. Grant Administration. The grant administrator for the Area Agency shall be Tracy Honeycutt, Aging Director. The grant administrator for the County shall be the County Manager.

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DAAS-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any subreipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DAAS-732).

(a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation.

(b) Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

c) Role of the Area Agency

The Area Agency shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures

specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

(d) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging and Adult Services through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The Area Agency may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering

amended service data into the Division of Aging and Adult Services Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm> .

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Administrative Letter 12-08. As of July 1, 2012, DAAS Program Compliance Representatives (PCRs) are no longer monitoring HCCBG services provided through county departments of social services.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
North Carolina Division of Aging and Adult Services
2101 Mail Service Center
693 Palmer Drive
Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency

shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp>

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
• Less than \$25,000 in State or Federal funds	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in	N/A

Compliance with GAO/GAS
(i.e. Yellow Book)

- Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds

Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures

N/A

OR

Audited Financial Statements in Compliance with GAO/GAS
(i.e. Yellow Book)

- \$500,000 + in State funds but Federal pass through in an amount less than \$750,000

Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)

May use State funds, but not Federal Funds

- \$500,000+ in State funds and \$750,000+ in Federal pass through funds

Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)

May use State and Federal funds

- Less than \$500,000 in State funds and \$750,000+ in Federal pass through funds

Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)

May use Federal funds, but not State funds.

12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area

Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.
17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal

interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.

19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.
21. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.
22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at <http://www.ncdhhs.gov/control/retention/retention.htm> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <http://archives.ncdcr.gov/For-Government/Retention-Schedules/Authorized-Destruction>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

This page will be utilized when the Area Agency is designated by County to write checks to community service providers.

23. Payment to Community Service Providers by the Area Agency on Aging. The County authorizes the Area Agency on Aging, in lieu of the County Finance Officer, to provide interim and reimbursement payments to community service providers as prescribed in paragraphs 6(a) and (c) of this Agreement. Services applicable to this authorization are as follows:

<u>Community Service Provider</u>	<u>Service</u>
Cumberland County Council on Older Adults, Inc.	In-Home Aide Level I In-Home Aide Level II In-Home Aide Level III Information and Options Counseling Housing and Home Improvement Congregate Nutrition Home Delivered Nutrition
Cumberland Co. Community Transportation Program	General Transportation Medical Transportation
Cape Fear Adult Day Health Care Center	Adult Day Health Adult Day Health Transportation
RDL Senior Care of Fayetteville	Adult Day Adult Day Health Adult Day Transportation Adult Day Health Transportation
Fayetteville-Cumberland Senior Center	Senior Center Operations
Town of Spring Lake	Senior Center Operations

This authorization by the County shall be in compliance with requirements set forth in the North Carolina Budget and Fiscal Control Act. The County Finance Officer shall establish controls to account for the receipt and expenditure of Home and Community Care Block Grant Funds.

24. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.


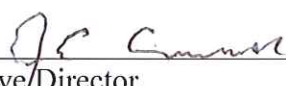
Cumberland County

Attest:

By: _____
Chairman, Board of Commissioners

Area Agency

Attest:


Area Agency Director
By: 
Executive/Director,
Lead Regional Organization

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: 
FINANCE OFFICER, Lead Regional Organization



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASST. COUNTY MANAGER

DATE: 4/6/2018

**SUBJECT: APPROVAL OF RESOLUTION TO LEASE CERTAIN REAL PROPERTY TO
EASTER SEALS OF NORTH CAROLINA AND VIRGINIA, INC.**

BACKGROUND

Easter Seals UCP of North Carolina and Virginia, Inc. provides support and services for children with intellectual developmental disabilities at the Dorothy Spainhour Center, 223 Hull Road in Fayetteville, where specially trained teachers and therapists work with local clients and families. The lease agreement (copy attached with this memo) for this 12,310 square foot facility will expire June 30, 2018, and Easter Seals wishes to renew the lease for the same terms which primarily are as follows:

- 3-year term
- \$1 rent/year
- No security deposit required
- Lessee solely responsible for all utility costs
- Lessee solely responsible for all maintenance

The Board adopted the required resolution of intent at its May 7, 2018 Regular Meeting, and a notice of intent to enter into a proposed lease was advertised in the *Fayetteville Observer* on May 16, 2018. Adoption of the following resolution will authorize the Chairman to execute the lease.

RECOMMENDATION / PROPOSED ACTION

Adopt the following resolution:

The Cumberland County Board of Commissioners finds:

The real property located at 223 Hull Road, Fayetteville, (the Dorothy Spainhour School) will not be needed for government purposes for the term proposed for the lease of property to Easter Seals UCP of North Carolina and Virginia, Inc.;

The Board adopted a resolution of intent to lease the property described herein at its regular meeting held May 7, 2018; and

The notice of intent to lease the property was advertised in the *Fayetteville Observer* on May 16, 2018.

BE IT RESOLVED that the Chairman is authorized to execute a lease a lease to Easter Seals UCP of North Carolina and Virginia, Inc., a non-profit corporation, for 12,310 square feet of the real property located at 223 Hull Road in Fayetteville, NC for a term of three (3) years commencing on July 1, 2018, at an annual rental rate of One Dollar (\$1.00) per year.

-

ATTACHMENTS:

Description	Type
Lease Agreement for Easter Seals UCP	Backup Material
Fayetteville Observer Affidavit of Publication	Backup Material

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

LEASE AGREEMENT

*Notice Advertised in the Fayetteville Observer May 16, 2018
Approved by the Board of Commissioners June 18, 2018*

This Lease Agreement, to be effective July 1, 2015, by and between **Easter Seals UCP of North Carolina and Virginia, Inc.**, a North Carolina non-profit corporation with a place of business at 223 Hull Road, Fayetteville, North Carolina, hereinafter referred to as "LESSEE", and the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

W I T N E S S E T H:

WHEREAS, the Cumberland County Board of Commissioners finds that the services provided by the LESSEE at the leased premises are critical in nature, there is no alternative resource for these specialized services, and these services were previously provided under the umbrella of the County.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained and subject to the terms and conditions hereinafter set forth, LESSOR does hereby lease and demise to LESSEE that building known as the "Dorothy Spainhour Facility" located at 223 Hull Road, Fayetteville, North Carolina, and being the same space already occupied by Lessee.

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

1. **TERM:** The Lease shall commence the July 1, 2018, and unless sooner terminated, continue for three years to June 30, 2021.
2. **RENT:** The rent shall be at an annual rate of \$1.
3. **DEPOSIT:** LESSOR shall not require a security deposit from the LESSEE.
4. **UTILITIES:** LESSEE shall be solely responsible for all utility costs.
5. **MAINTENANCE:** LESSEE shall be solely responsible for all ongoing maintenance of the facility to include the building and grounds; HVAC, plumbing, electrical and telephone systems; parking lots; playground and fencing. Any replacement of mechanical equipment or proposed renovation must be coordinated through the LESSOR. LESSEE shall be responsible to maintain the premises to meet all requirements necessitated by ADA and OSHA requirements. All maintenance shall be done to the LESSOR'S standard.
6. **PARKING:** LESSEE shall have the right to use all parking lots associated with the building and located on the premises.

7. **INSPECTIONS:** The leased premises shall be subject to periodic inspections by LESSOR upon reasonable notice provided to LESSEE. LESSOR shall give LESSEE written notice of any deficiencies with respect to maintenance after inspection and LESSEE shall correct such deficiencies within a reasonable time after receiving such notice.

8. **USE AND OCCUPANCY:** LESSEE must continue to provide the same developmental day programs and services it has provided at the facility for the past several years. If LESSEE proposes to change any services, it must provide the LESSOR thirty days' advance written notice of such change and the reason for the proposed change.

9. **FINANCIAL STATEMENTS:** LESSEE shall provide LESSOR copies of its annual financial statements prepared in the ordinary course of business.

10. **ASSIGNMENT OR SUB-LEASE:** The lease is made for the specific purpose of LESSEE'S continuation of the services it currently provides in the facility. LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR.

11. **CONDITION OF PREMISES:** LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of this lease except for loss, damage, or depreciation occasioned by reasonable wear and tear or damage by fire or other casualty.

12. **DESTRUCTION OF PREMISES:** In the event the facility is damaged or destroyed by fire or any other casualty so as to materially affect the use of the building and premises, this lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after such damage, then this lease shall not terminate. The decision as to whether or not make repairs shall be LESSOR'S and LESSOR shall have no obligation to make repairs.

13. **CONDEMNATION:** If during the term of this lease or any renewal period thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. The LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of the LESSEE for injury, damage or destruction of the LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purposes leased, this lease will not be terminated but shall continue. In no event shall the LESSOR be liable to the LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.

14. **INSURANCE:** LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$500,000 per occurrence and naming LESSOR as an additional named insured. Proof of such insurance shall be provided to LESSOR annually.

15. PERSONAL PROPERTY AND IMPROVEMENTS: Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.

16. TAXES: LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.

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

LESSEE:

Easter Seals UCP

Attn: _____

223 Hull Road

Fayetteville, NC _____

LESSOR:

Cumberland County

Attn: County Manager

P. O. Box 1829

Fayetteville, NC 28302-1829

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

18. ORDINANCES AND REGULATIONS: LESSEE shall comply with all the rules and regulations of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at LESSEE'S sole cost and expense.

19. INDEMNIFICATION: LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.

20. MERGER CLAUSE: This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this lease agreement.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this lease to be executed in duplicate originals by their duly authorized officers, to be effective the date and year first above written.

LESSEE: **Easter Seals UCP of North Carolina and Virginia, Inc.**

ATTEST:

BY: _____
Secretary

BY: _____
, President/CEO

LESSOR: **County of Cumberland**

ATTEST:

BY: _____
Candice White, Clerk

BY: _____
Amy Cannon, County Manager

Approved for Legal Sufficiency

County Attorney's Office
() Renewable
() Non-renewable
Expiration Date: June 30, 2020

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

Cumberland County
Board of Commissioners
Notice of Intent to Lease Real Property
Pursuant to NCOS 160A-272
TAKE NOTICE that at its regular meeting held May 7, 2018, the Cumberland County Board of Commissioners found that the real property described herein will not be needed for government purposes for the term of the lease described herein and adopted a resolution of its intent to approve the lease of office space located at 723 Hull Road in Fayetteville, to Easter Seals UCP of North Carolina and Virginia, Inc. for up to a three (3) year term, commencing on July 1, 2018, at an annual rent in the amount of one dollar (\$1.00) per year. The Board intends to approve this lease at its regular meeting on June 18, 2018.
Candice White, Clerk to the Board
6/16 5048216

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR
Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line CCBOC IN RE: 5/7/18 MEETING of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

5/16/2018

and at the time of such publication The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.

The above is correctly copied from the books and files of the aforesaid corporation and publication.

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 16 day of May, A.D., 2018.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Pamela H. Walters
Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2020.

MAIL TO: CUMB CO ATTORNEY'S
PO BOX 1829, ,
FAYETTEVILLE, NC 28302-0000NULL

0005048216



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MELISSA CARDINALI, ASSISTANT COUNTY MANAGER

DATE: 6/13/2018

SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE JUNE 18, 2018 BOARD OF COMMISSIONERS' AGENDA

BACKGROUND

General Fund 101

1) Sheriff's Office – Budget Ordinance Amendment B180085 to recognize court ordered forfeited funds in the amount of \$23,075 and contributions in the amount of \$7,000

The Board is requested to approve Budget Ordinance Amendment B180085 in the amount of \$23,075 to recognize court ordered forfeited funds and contributions in the amount of \$7,000. Funds in the amount of \$23,075 will be used to purchase night vision goggles. Contributions in the amount of \$7,000 are to be used to support project lifesaver, purchase a drone, facilitate the summer camp, and support of the special victim's unit.

Please note this amendment requires no additional county funds.

2) Child Support – Budget Ordinance Amendment B180597 in the amount of \$21,330 for computer hardware

The Board is requested to approve Budget Ordinance Amendment B180597 in the amount of \$21,330 for computer hardware. The state approved 26 computers and 4 laptops for purchase by the Child Support Enforcement department. The State will contribute \$14,077 towards the equipment. The remaining \$7,253 will be used from contingency.

Please note this amendment requires the use of contingency funds in the amount of \$7,253.

3) Social Services – Budget Ordinance Amendment B180207 to recognize revenue in the amount of \$4,619 for the Energy Neighbor Program

The Board is requested to approve Budget Ordinance Amendment B180207 in the amount of \$4,619 representing an increased funding allocation from the Department of Health and Human Services – Division of Social Services for the Energy Neighbor Assistance Program. The source of these funds is Duke Progress Energy and will be used to assist low income customers with their Duke Progress Energy utility payments.

Please note this amendment requires no additional county funds.

4) Social Services – Budget Ordinance Amendment B180200 to recognize revenue in the amount of \$704 for the Share the Warmth Energy Program

The Board is requested to approve Budget Ordinance Amendment B180200 in the amount of \$704 representing an increased funding allocation from the Department of Health and Human Services – Division of Social Services for the Share the Warmth Energy Program. The funding source for this program is Piedmont Natural Gas Company (PNG), however assistance is not limited to PNG customers and eligible households may receive funding for all types of fuel utilities. These funds will be used to assist low income customers with their utility payments.

Please note this amendment requires no additional county funds.

5) Social Services – Budget Ordinance Amendment B180199 to recognize revenue in the amount of \$98,403 for the Crisis Intervention Energy Program

The Board is requested to approve Budget Ordinance Amendment B180199 in the amount of \$98,403 representing an increased funding allocation from the Department of Health and Human Services – Division of Social Services for the Crisis Intervention Program. The source of these funds is a federal block grant and will be used to assist low income customers faced with life-threatening or health-related emergencies.

Please note this amendment requires no additional county funds.

6) Education - Budget Ordinance Amendment B180408 to recognize additional funds for Sales Tax Hold Harmless for Board of Education in the amount of \$89,500

The Board is requested to approve Budget Ordinance Amendment B180408 to recognize additional funds in the amount of \$89,500 for Sales Tax Hold Harmless for Board of Education. This revision is necessary to be able to record the annual journal entry after receiving the final sales tax distribution in September.

Please note this amendment requires no additional county funds.

7) Education - Budget Ordinance Amendment B180407 to recognize projected additional ad valorem revenue in the amount of \$650,000

The Board is requested to approve Budget Ordinance Amendment B180407 in the amount of \$650,000. This amount represents 25% of the projected additional ad valorem revenue above the budgeted amount for fiscal year 2017-18. Based on an agreement made during mediation on June 11, 2018, 25% of any additional revenue

under this formula will be distributed to the Board of Education. The distribution is made only after ad valorem tax revenue is received and verified to exceed the annual budget appropriation.

Please note this amendment requires no additional county funds.

Special Fire Districts Fund 220

8) Special Fire Districts – Budget Ordinance Amendment B181423 in the amount of \$75,000 to reverse Budget Ordinance B180599 and show the transfer from the general fund as originally adopted

The Board is requested to approve Budget Ordinance Amendment B181423 in the amount of \$75,000. This amendment will reverse a previous budget revision which approved an allocation of Special Fire Tax District funds towards expenses related to Turnbull Fire Station staffing. Funding for the staffing expenses should have reflected a transfer from the General Fund as originally adopted in FY2018. This revision reverses the previous action and shows the General Fund transfer appropriately.

Please note this revision restores the original FY2018 budget allocation.

Pearces Mill Fire District Fund 232

9) Pearces Mill Fire District - Budget Ordinance Amendment B180196 to recognize additional tax revenue in the amount of \$22,500

The Board is requested to approve Budget Ordinance Amendment B180196 to recognize additional tax revenue of \$22,500 to be used toward expenses within the fire district.

Please note this amendment requires no additional county funds.

Workforce Investment Opportunity Act Fund 255

10) Workforce Investment Opportunity Act - Budget Ordinance Amendment B180542 to recognize grant funds in the amount of \$157,500

The Board is requested to approve Budget Ordinance Amendment B180542 to recognize grant funds in the amount of \$157,500 from the North Carolina Department of Commerce, Division of Workforce Solutions. Cumberland County Workforce Development Board has been chosen as the agency to partner with North Carolina for Military Employment (NC4ME) to host a minimum of eleven events during FY19. NC4ME is a coalition of organizations from the public and private sectors working together to implement a unique, employer-centric approach to military hiring.

Please note this amendment requires no additional county funds.

NC Elderly Handicap Transportation Fund 277

11) Mid Carolina Senior Transportation – Budget Ordinance Amendment B180436 to recognize additional revenue in the amount of \$3,092 from the North Carolina Home and Community Care Block Grant

The Board is requested to approve Budget Ordinance Amendment B180436 to recognize additional grant funds in the amount of \$3,092 from the North Carolina Home and Community Care Block Grant – Community Transportation Program. Funds from this grant will be used towards providing medical, work and/or general transportation services for county residents.

Please note this amendment requires no additional county funds.

Tourism Development Authority Fund 285

12) Tourism Development Authority - Budget Ordinance Amendment B180241 to recognize additional occupancy tax revenue in the amount of \$200,212

The Board is requested to approve Budget Ordinance Amendment B180241 to recognize additional occupancy tax revenue of \$200,212. This revenue represents higher fourth quarter collections than originally budgeted.

Please note this amendment requires no additional county funds.

Solid Waste Fund 625

13) Solid Waste Administration – Budget Ordinance Amendment B180293 in the amount of \$1,060,000 to increase Other Post Employment Benefits (OPEB) and Pension Expenses to actuarial projections

The Board is requested to approve Budget Ordinance Amendment B180293 in the total amount of \$1,060,000. \$60,000 of this total represents actuarial projections for pension expenses based on historic trends. In addition, the projection for Other Post Employment Benefits (OPEB) is conservatively estimated at \$1,000,000 due to recently issued Governmental Accounting Standards Board (GASB) statement no. 75.

Please note this amendment requires the use of Solid Waste fund balance.

Workers Compensation Fund 800

14) Workers Compensation – Budget Ordinance Amendment B180250 in the amount of \$111,000 to increase Other Post Employment Benefits (OPEB), Pension Expenses and Workers Compensation Claims to actuarial projections

The Board is requested to approve Budget Ordinance Amendment B180250 in the total amount of \$111,000. \$3,000 of this amount represents pension expenses, \$78,000 represents Worker's Compensation Claims – both of which are based on historic trends. The remaining \$30,000 is for Other Post-Employment Benefits (OPEB) and is a conservative estimate due to recently issued Governmental Accounting Standards Board (GASB) statement no. 75.

Please note this amendment requires no additional county funds.

Group Insurance Fund 801

15) Employee Pharmacy – Budget Ordinance Amendment B180239 in the amount of \$391,044 to recognize additional revenue received from pharmaceutical rebates.

The Board is requested to approve Budget Ordinance Amendment B180239 in the amount of \$391,044. This amount represents pharmaceutical rebates/incentives received for medication purchases and will be used to purchase additional drug inventory.

Please note this amendment requires no additional county funds.

Contingency Funds Report – FY18

The County Manager approved the following uses of contingency funds totaling \$50,000:

- \$50,000 was needed for court ordered care due to an increase in the number of cases initiated by the courts.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 6/11/2018

SUBJECT: ADDITIONAL SECURITY MEASURES IN COURTROOM 3A

BACKGROUND

Courtroom 3A within the Judge E. Maurice Braswell Cumberland County Courthouse is used for domestic violence cases. Lieutenant Daryll Scales with the Sheriff's Office reached out to Engineering & Infrastructure (E&I) Staff to request that the jury box in Courtroom 3A be modified to hold inmates awaiting their case similar to what has been done in the courtrooms on the second floor. Pictures of Courtrooms 2C and 3A have been attached for your convenience. The modification would entail installing a petition atop of the existing jury box wall which would greatly reduce the likelihood of inmates from being able to leave the detainee area.

E&I Staff estimates that the cost of this petition would cost between \$3,000 to \$5,000. If approved, the project would be constructed in July with funding allocated for FY19 in the Courts Facilities budget.

RECOMMENDATION / PROPOSED ACTION

The Facilities Committee approved the recommendation of installing additional security measures in Courtroom 3A at its June 7, 2018, meeting and forwarded this item to the full Board of Commissioners as a Consent Agenda item at its June 18, 2018, Board of Commissioners' Meeting.

ATTACHMENTS:

Description

Photographs

Type

Backup Material



Courtroom 2C



Courtroom 3A



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 6/12/2018

**SUBJECT: CONTRACT FOR ROOM 564 RENOVATION AND BUDGET ORDINANCE
AMENDMENT #B181457**

BACKGROUND

The existing layout of Conference Room #564 located within the Judge E. Maurice Braswell Cumberland County Courthouse is no longer a conducive space for the Board of Commissioners to conduct meetings. The room currently has several technological challenges and the room is very tight and difficult for the Board of Commissioners, County Staff and outside presenters to maneuver when at capacity.

Engineering & Infrastructure (E&I) Staff contacted Gordon Johnson, in November 2017 to begin discussing the challenges associated with the layout and how to best reconfigure the space. It was estimated by the project architect that the construction would cost approximately \$100,000 and the furniture costs would be approximately \$40,000. After consulting with the Information Services Department, it was determined it would cost approximately \$60,000 to equip the room with the necessary technology upgrades. Therefore, it was expected that the entire cost of the renovation would be approximately \$200,000.

On May 10, 2018, a notice to bidders was sent out to all local contractors. A mandatory pre-bid meeting was held on May 17, 2018. On May 29, 2018, bids were opened. The County received two bids. The certified bid tab from Gordon Johnson Architecture, is attached. The lowest, responsible and responsive bid was submitted by M&E Contracting, Inc., in the amount of \$ 173,947.00.

Since the lowest, responsible and responsive bid is significantly higher than the anticipated construction cost, E&I Staff worked with the project architect and M&E Contracting, Inc. to determine if design changes could be made to reduce the overall project cost. E&I Staff met with the project architect and M&E Contracting, Inc. on June 4th to discuss possible cost savings. These possible design changes and cost savings were presented to the Facilities Committee on June 7th for consideration. The Facilities Committee opted to select a change to eliminate the fire dampers in the duct work for a cost reduction of \$1,758.00. The revised

contract price will be \$172,189.00

RECOMMENDATION / PROPOSED ACTION

The Facilities Committee approved the recommendation listed below at its June 7, 2018, meeting and forwarded this item to the full Board of Commissioners as a Consent Agenda item at its June 18, 2018, Board of Commissioners' Meeting:

1. Accept the bids for the renovation of Conference Room 564 and award a contract to M&E Contracting, Inc., in the amount of \$172,189.00.
2. Establish a contingency in the amount of \$15,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.
3. Approve **Budget Ordinance Amendment #B181457** in the amount of \$208,347 for the proposed renovations to Conference Room 564.

ATTACHMENTS:

Description

Bid Tab

Type

Backup Material



June 12, 2018

Mr. Jeffery Brown, PE
Cumberland County Engineering & Infrastructure Department
County of Cumberland
130 Gillespie Street
Fayetteville, North Carolina 28301

Re: Cumberland County Courthouse Conference Room Renovation, APN 1724 (*REVISED*)

Dear Mr. Brown:

Please find attached copies of all bids presented on May 29, 2018 (2 bids) and a certified bid tab for the project referenced above. As you can see in the chart below M&E Contracting, Inc. is the apparent low bidder as a single prime contractor for this project. Pending your final review of bid qualifications/results, I recommend the following contractors be considered for award of the project in the following order:

Bid Rank	General Contractor		Base Bid
Low Bid:	M&E Contracting, Inc.	@	\$173,947.00
2 nd Low Bid:	Shaw Construction Company	@	\$316,000.00

The construction costs listed above do not include any alternates. We also recommend you accept M&E's value engineering credit of \$1,758.00 to eliminate revisions to the supply air duct crossing the corridor given there are no rated walls to accommodate. **M&E Contracting's revised price would therefore be \$172,189.00 or approximately \$153/sf** which is not out of line with the work proposed. Factors that tend to inflate the cost for projects similar to this include; contractors having to work at night, working within a confined area with adjacent owner occupancy, working on an upper building floor, working within a secured building, and cost of materials to accomplish the demands of the client.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Gordon E. Johnson'.

Gordon E. Johnson, AIA, LEED AP

Attachments: Certified Bid Tabulation
Contractors' bids
M&E Contracting, Inc. Draft SOV



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 6/11/2018

SUBJECT: CONTRACT FOR EXTERIOR BUILDING REPAIRS FOR MULTIPLE COUNTY FACILITIES

BACKGROUND

The Building Exterior Repairs project includes various repairs to the exteriors of the Historic Courthouse, Bradford Place, E. Maurice Braswell Courthouse, Department of Social Services, Spring Lake Library and Spring Lake Family Resource Center. These repairs were identified as part of the Roof and Exterior Walls assessment completed in 2015. The repairs are included in the capital improvement installment financing plan that was approved by the Local Government Commission (LGC) on September 12, 2017.

A pre-bid meeting was held on April 17, 2018. The project was initially advertised to bid on May 10, 2018. The County did not receive a sufficient number of bidders, therefore the bid received could not be opened. The County re-advertised the project and set a pre-bid on May 17, 2018 and a bid opening on May 29, 2018. The certified bid tab and letter of recommendation from Fleming & Associates, PA, the project engineer have been attached. The lowest, responsible and responsive bid was submitted by Midwest Maintenance, Inc. out of Augusta, GA in the amount of \$551,479. The other bid was submitted by Stone Restoration of America located in Charlotte, NC.

RECOMMENDATION / PROPOSED ACTION

The Facilities Committee approved the recommendation listed below at its June 7, 2018, meeting and forwarded this item to the full Board of Commissioners as a Consent Agenda item at its June 18, 2018, Board of Commissioners' Meeting:

1. Accept the bids for the Building Envelope Repairs Project and award a contract to Midwest Maintenance, Inc., in the amount of \$551,479.

2. Establish a contingency in the amount of \$30,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

ATTACHMENTS:

Description

Type

Certified Bid Tab and Letter of Recommendation

Backup Material



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

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

May 29, 2018

Jeffery Brown, PE / Engineering & Infrastructure Director
Cumberland County
140 Gillespie St.
Fayetteville, NC 28301

Re: Building Envelope Repairs
Our Job No.: 17-124

Dear Mr. Brown,

Enclosed you will find a Certified Bid Tabulation Form for the Building Envelope Repairs. I recommend that Cumberland County enter into a construction contract with Midwest Maintenance, Inc. to include the base bid and alternate numbers 1, 2, 3, and 4 for a total contract sum of \$551,479.00.

Please notify our office of acceptance of this bid so that we may issue a Notice of Award Letter.

Please call if you have questions or comments.

Sincerely,

Fleming & Associates, PA

Stephen Fleming, PE, RRC, REWC

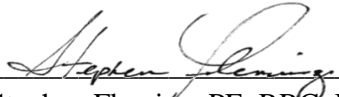


Bid Tabulation Form

Building Envelope Repairs
 Cumberland County
 Bid Opening Date and Time: May 29, 2018 at 10am
 Engineer's Project Number: 17-124

Contractor	Add. #1	Add. #2	Base Bid Historic Courthouse	Add Alt. #1 Bradford Place	Add Alt. #2 Courthouse	Add Alt. #3 Dept. of Social Services	Add Alt. # 4 Spring Lake Library & FRC	Base Bid plus Alternates 1, 2, 3, & 4	IMBP	MBE Affidavit	Bid Bond
Midwest Maintenance, Inc. Lic. # 39356	Yes	Yes	\$93,710.00	\$157,358.00	\$12,547.00	\$251,853.00	\$36,011.00	\$551,479.00	Yes	Aff A	Yes
Stone Restoration of America Lic. # 77511	Yes	Yes	\$226,163.00	\$231,241.00	\$15,912.00	\$295,670.00	\$69,910.00	\$838,896.00	Yes	Aff B	Yes

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



 Stephen Fleming, PE, RRE, REWC

5/29/18

 Date

Boldface type indicates the apparent lowest responsive bidder.



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 6/11/2018

SUBJECT: CONTRACTS FOR RECONSTRUCTION OF STORMWATER DETENTION PONDS AT CROWN COMPLEX AND BUDGET ORDINANCE AMENDMENT #B181438

BACKGROUND

The Crown Complex Stormwater Detention Pond A was constructed during the building of the Agri-Expo Center. During an evaluation of the site in 2016, it was noted that Pond A had failed. The riser structure in Pond A failed resulting in an overtopping issue which led the dam to breach. Shortly after this was discovered, the heavy rains from Hurricane Matthew caused Pond B, constructed as part of the Coliseum and Owen Drive Extension projects, to overtop and breach the dam.

Cumberland County E&I staff contracted with Moorman, Kizer, Reitzel, Inc. (MKR), in May 2017 to begin analyzing the ponds. Since Pond B failed as a result of Hurricane Matthew, Engineering & Infrastructure (E&I) Staff reached out to FEMA to see if the repairs would be reimbursable. On June 22, 2017, FEMA communicated to County staff that the project had been approved for reimbursement in the amount of \$527,163.81.

E&I Staff received the final design plans for both ponds on March 28, 2018 from MKR. A pre-bid meeting was held on April 12, 2018, in which all local contractors were invited to attend. An insufficient number of bids were received on April 25, 2018 and the project had to be re-advertised. On May 10, 2018, an additional pre-bid meeting was held in which additional contractors attended. On May 11, 2018, County staff contacted North Carolina Public Safety to discuss the reimbursement of the project, anticipating that bids would be higher than the initial engineering estimate and on May 30, 2018, was informed that the project would be reimbursed at 100% provided the scope of work did not change. On May 29, 2018, bids were opened. The County received one bid. The certified bid tab from MKR, the project engineer, is attached. The lowest, responsible and responsive bid was submitted by ES&J Enterprises, Inc., in the amount of \$1,347,252.50 for both ponds. The bid price for pond A is \$642,212.50 and the bid price for pond B is \$705,040. The funding

for the repairs to Pond A have been programmed into the budget for FY 19. The repairs for both ponds were bid as one project in an attempt to save money as the repairs to each pond are very similar.

Since the Board of Commissioners do not meet in July and we are working against a FEMA deadline for the repairs, E&I Staff is asking the Facilities Committee to consider approval of these contracts prior to FY 19 budget adoption. The County Attorney has stated that the contract could be approved prior to budget adoption as long as the contract is signed on or after July 1, 2018. It was explained in the Facilities Committee that two separate contracts would be needed for each of these projects based on the funding sources.

RECOMMENDATION / PROPOSED ACTION

The Facilities Committee approved the recommendation listed below at its June 7, 2018, meeting and forwarded this item to the full Board of Commissioners as a Consent Agenda item at its June 18, 2018, Board of Commissioners' Meeting:

1. Accept the bid for the repairs of the Crown Complex Stormwater Detention Ponds and award contracts to ES&J Enterprises, Inc. in the amount of \$1,347,252.50.
2. Establish a contingency in the amount of \$40,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.
3. Approve **Budget Ordinance Amendment #B181438** in the amount of \$705,040 for the repairs to Stormwater Detention Pond B to be reimbursed by FEMA at 100%.

ATTACHMENTS:

Description	Type
Certified Bid Tab	Backup Material

CUMBERLAND COUNTY
CROWN COLISEUM DETENTION POND REPAIRS
UPPER POND (POND A) & LOWER POND (POND B)

Bids opened Tuesday, May 29th, 2018 at 11:00 a.m. in the Engineering and Infrastructure Department located at 130 Gillespie Street, Fayetteville, NC.

<u>BIDDER</u>	<u>LICENSE NO.</u>	<u>ADD. 1 & 2 ACK.</u>	<u>AFFIDAVIT A OR B</u>	<u>SDBE VALUE</u>	<u>BID BOND</u>	<u>POWER OF ATTORNEY</u>	<u>TOTAL BID</u>
ES&J Enterprises, Inc.	28994	X	A	\$170,000.00	X	X	\$1,347,252.50

I hereby certify that the bid prices and amounts shown hereon are true and correct to the best of my knowledge and belief and that the bids were opened and publicly read at the time, place and date specified.



James M. Kizer, Jr., PE No. 20680

CUMBERLAND COUNTY
CROWN COLISEUM DETENTION POND REPAIRS
UPPER POND (POND A)

Bids opened Tuesday, May 29th, 2018 at 11:00 a.m. in the Engineering and Infrastructure Department located at 130 Gillespie Street, Fayetteville, NC.

<u>BIDDER</u>	<u>LICENSE NO.</u>	<u>ADD. 1 & 2 ACK.</u>	<u>AFFIDAVIT A OR B</u>	<u>BID BOND</u>	<u>POWER OF ATTORNEY</u>	<u>TOTAL BID</u>
<u>ES&J Enterprises, Inc.</u>	<u>28994</u>	<u>X</u>	<u>A</u>	<u>X</u>	<u>X</u>	<u>\$642,212.50</u>

I hereby certify that the bid prices and amounts shown hereon are true and correct to the best of my knowledge and belief and that the bids were opened and publicly read at the time, place and date specified.



James M. Kizer, Jr., PE No. 20680

CUMBERLAND COUNTY
CROWN COLISEUM DETENTION POND REPAIRS
UPPER POND (POND B)

Bids opened Tuesday, May 29th, 2018 at 11:00 a.m. in the Engineering and Infrastructure Department located at 130 Gillespie Street, Fayetteville, NC.

<u>BIDDER</u>	<u>LICENSE NO.</u>	<u>ADD. 1 & 2 ACK.</u>	<u>AFFIDAVIT A OR B</u>	<u>BID BOND</u>	<u>POWER OF ATTORNEY</u>	<u>TOTAL BID</u>
<u>ES&J Enterprises, Inc.</u>	<u>28994</u>	<u>X</u>	<u>A</u>	<u>X</u>	<u>X</u>	<u>\$705,040.00</u>

I hereby certify that the bid prices and amounts shown hereon are true and correct to the best of my knowledge and belief and that the bids were opened and publicly read at the time, place and date specified.



James M. Kizer, Jr., PE No. 20680



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 6/11/2018

SUBJECT: CONTRACT FOR PARKING LOT IMPROVEMENTS AT BORDEAUX BRANCH LIBRARY

BACKGROUND

The Capital Improvement Plan (CIP) identified repairs for the Bordeaux Branch Library. The project consists of removing and replacing the asphalt for the entire parking lot in which new pavement markings will be installed following placement of the new asphalt.

A pre-bid meeting was held on May 17, 2018, in which all local contractors were invited to attend. Informal bids were received on May 29, 2018 for the repairs of the Bordeaux Branch Library parking lot. The bid tab is attached. *The lowest, responsible and responsive bid was submitted by Diamond Constructors, Inc., in the amount of \$103,431.84.*

The FY18 Capital Improvement Plan (CIP) estimated the project cost at \$68,000. The lowest bid received is \$35,431.84 more than the project estimate. We believe this difference is the result of the passage of time since the original estimate, a rise in materials cost, and a high demand for construction work. Funds are available in CIP for this project.

RECOMMENDATION / PROPOSED ACTION

The Facilities Committee approved the recommendation listed below at its June 7, 2018, meeting and forwarded this item to the full Board of Commissioners as a Consent Agenda item at its June 18, 2018, Board of Commissioners' Meeting:

1. Accept the bids for the parking lot improvements at Bordeaux Branch Library and award a contract to Diamond Constructors, Inc., in the amount of \$ 103,431.84.

2. Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

ATTACHMENTS:

Description	Type
Bid Tab	Backup Material

CUMBERLAND COUNTY CIP
BORDEAUX LIBRARY PARKING LOT
BID OPENING - MAY 29, 2018 4:00 PM

[illegible]



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 6/11/2018

**SUBJECT: CONTRACT FOR PARKING LOT IMPROVEMENTS AT EAST REGIONAL
LIBRARY**

BACKGROUND

The Capital Improvement Plan (CIP) identified parking lot repairs for the East Regional Library. The repairs to this parking lot includes removal/replacing asphalt for the access drive, seal coat and pavement markings.

A pre-bid meeting was held on May 16, 2018, in which all local contractors were invited to attend. Informal bids were received on May 29, 2018 for the repairs of the East Regional Library parking lot. The bid tab is attached. *The lowest, responsible and responsive bid was submitted by Diamond Constructors, Inc., in the amount of \$147,000.00.*

The FY18 Capital Improvement Plan (CIP) estimated the project cost at \$38,100. The lowest bid received is \$108,900 more than the FY18 CIP estimate. The price difference is due to a change of scope and an increase in construction costs. The initial review performed by US Infrastructure only identified a small area of patching. When staff investigated the site 3.5 years later, major failures with the driveway asphalt were discovered. Staff brought on a consulting engineer to assist in designing the project due to the significant alligator cracking throughout the driveway. Funds are available in CIP for this project.

RECOMMENDATION / PROPOSED ACTION

The Facilities Committee approved the recommendation listed below at its June 7, 2018, meeting and forwarded this item to the full Board of Commissioners as a Consent Agenda item at its June 18, 2018, Board of Commissioners' Meeting:

1. Accept the bids for the parking lot improvements to East Regional Library and award a contract to Diamond Constructors, Inc., in the amount of \$147,000.

2. Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

ATTACHMENTS:

Description

Bid Tab

Type

Backup Material

CUMBERLAND COUNTY CIP
EAST REGIONAL LIBRARY PARKING LOT
BID OPENING - MAY 29, 2018 3:00 PM

[illegible]



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASSISTANT COUNTY MANAGER

DATE: 6/12/2018

**SUBJECT: RADIO TOWER LEASE AGREEMENT WITH THE NORTH CAROLINA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

BACKGROUND

The County was contacted by the NC Department of Agriculture and Consumer Services - NC Division of Forest Resources, to renew an existing agreement for radio antennae space on the tower located atop 109 Bradford Avenue, a County-owned facility. The continued use of the space on the tower provides more effective and efficient services to the citizens of Cumberland County without any negative impact to existing operations. This serves as a benefit to the County and surrounding region and more specifically the fire departments of Cumberland County who may need to communicate directly with local NC Forestry agents.

The terms for the agreement are proposed to remain the same and are as follows:

- Three-year term commencing July 1, 2018 and ending June 30, 2021 last negotiated in 2015
- Rent of \$10.00 (TEN DOLLARS) for the entire three-year term
- Lessor provides and maintains existing antennae, connections, and headend building while Lessee provides and maintains its headend equipment
- Lessor provides utilities and environmentally controlled headend building (utilities are singly metered for entire facility and therefore cannot be split out)
- Lessee is self-insured

Attached is a copy of the prior agreement. The intent to lease does not have to be advertised since it is between government entities.

RECOMMENDATION / PROPOSED ACTION

The Facilities Committee approved the proposed leased agreement at its June 7, 2018, meeting and forwarded this item to the full Board of Commissioners as a Consent Agenda item at its June 18, 2018, Board of Commissioners' Meeting.

ATTACHMENTS:

Description

Proposed Tower Lease Agreement w/ NCDA&CS

Type

Backup Material

**CUMBERLAND COUNTY
RADIO TOWER AGREEMENT**

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

This Lease Agreement, made and entered into this _____ day of _____, 20____, by and between **CUMBERLAND COUNTY**, hereinafter referred to as "Lessor", and the **STATE OF NORTH CAROLINA**, through the North Carolina Department of Agriculture & Consumer Services, hereinafter referred to as "Lessee".

WITNESSETH

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and amended on September 8th, 1999 and April 1, 2003.

WHEREAS, the Department of Administration has delegated to the Department of Agriculture the authority to execute this lease agreement by a memorandum dated the 26th day of March, 1982; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

WHEREAS, the Lessor owns, operates and maintains a Radio Signal Tower, (Registration No. 1015942) located on a County facility that is located at 109 Bradford Avenue in Cumberland County, North Carolina, at latitude of 35-03-19N, longitude 78-53-30W, NAD 17, and the Lessor hereby leases to Lessee and the Lessee hereby leases from the Lessor space on the Tower and all access and utility easements, if any, (collectively, the "Premises").

WHEREAS, the Lessor desires to grant to the Lessee a lease to install, operate and maintain an antenna and coaxial cable upon said tower and to install related cabling, wiring and accessories inside the "headend" building located at the base of the radio tower. The headend" building is a masonry environmentally-controlled building which is storage space for all repeaters and accessories related to such antennas and cables on the tower.

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

- 1) The Lessor agrees to lease to the Lessee space on its radio tower to install, operate and maintain an antenna and coaxial cable on Lessor's tower and to install, operate and maintain other related cabling, wiring and accessories inside the Lessor's "headend" building located at the base of said radio tower.

<u>TYPE</u>	<u>HEIGHT</u>
VHF Hi Band Repeater	

- 2) The Lessor agrees to furnish such power as may be required by the Lessee for operation of its installation, however, it is expressly understood and agreed that the Lessor will not be responsible for any power outage, but will endeavor to correct the condition causing the outage as soon as it is reasonably possible.

- 3) The term of the lease shall be for a period of 3 years commencing on **July 1, 2018** and terminate **June 30, 2021**. The Lessor or Lessee may terminate this agreement at any time with or without cause, upon thirty (30) days written notice to the other party, sent by certified mail to the address so designated for this purpose; and further provided that this agreement may be canceled on twenty-four (24) hours notice to Lessee in the event that Lessee's base station, antenna or other equipment on said premises of the Lessor are causing or contributing to noticeable degradation of the radio equipment of the Lessor or of any persons with antenna leases on the Lessor's tower.
- 4) The rental fee for the lease shall be **Ten and 00/100 Dollars (\$10.00)** and should be paid with the commencement of this lease.
- 5) The Lessee will have access to the Lessor's tower site and to Lessor's "headend" building. Only personnel or contractors of North Carolina Division of Forest Resources approved by the Lessor will be permitted to go on or install equipment of the tower.
- 6) **Insurance & Liability.**
 - (a) Lessor agrees that Lessee's decision to self-insure satisfies all insurance requirements of this Lease applicable to Lessee.
 - (b) As between Lessor and Lessee, Lessee, subject to the terms of this Lease, will be primarily liable for the negligent or intentional acts or omissions of its agents, contractors or employees. As to third parties, Lessee is an immune sovereign and is not ordinarily subject to suit. However, Lessee has enacted Chapter 143, Article 31, of the North Carolina General Statutes (the "Tort Claims Act"), pursuant to which the Lessee may be liable for the torts of its officers and employees, within the terms of the Tort Claims Act, and accordingly, Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act.
 - (c) Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this Lease, provided that Lessor could reasonably have complied with said requirement.
- 7) **Utilities / Maintenance.** Lessor shall be responsible for the maintenance and operation of the Tower and the Building, including, but not limited to all utility charges attributable to Lessee's use of the Premises. Lessee shall repair at its own expense damage to the Premises, the Tower, the Building or the Communications Equipment, which is the result of Lessee's use of the Premises except if such cost arises out of the negligent or wrongful acts or omissions of Lessor, its contractors or agents.
- 8) **Security.** Lessor agrees and acknowledges that the Tower and the Building will be secured by a locked fenced. Lessor shall provide Lessee with keys to the locks.
- 9) The Lessee's base station and related equipment shall be installed and maintained in accordance with the following:
 - a) Base Antennae shall have no more than 3.3 square feet of projected wind surface.
 - b) Antennae shall be installed at a location and in a manner designated by the Lessor.
 - c) All mounting brackets, clamps and bolts shall be galvanized.
 - d) All coaxial cable shall be fastened to a designated tower leg at intervals of no more than three feet. Stainless Steel Wraplock or Copper Wire shall be used to fasten coaxial cable to tower leg.
 - e) Form a Drip Loop at building cable entrance.
 - f) Base stations shall be installed at a location designated by the Lessor.
 - g) Base stations shall be ground with AWC #6 Copper Conductor to Ground Buss.
 - h) Install GE Surge Protector or equivalent at Base Station AC Outlet.
 - i) Traps and Filters shall be placed in transmitter output in order to eliminate potential harmful interference with other radio users.

- 10) The Lessee, its agents, or any persons using the Lessee's antenna and equipment for the transmission and reception of radio signals shall comply with all laws and governmental regulations respecting such use and shall hold the Lessor harmless from any responsibility from the failure of the Lessee, its agents or any persons using the Lessee's antenna and equipment. The Lessee shall maintain all licenses required by the FCC for the antenna and other equipment on the Lessor's property, said copy of license to be provided to the Lesser.
- 11) The failure of either party to insist in any instance on strict performance of any covenant thereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant or option in any other instance. No modification or any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed by parties.
- 12) All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To the Lessor: County Manager
Cumberland County
117 Dick Street
Fayetteville, N.C., 28301

To the Lessee: NC Department of Agriculture & Consumer Services
Property & Construction Division
Attn: Real Property Agent
1001 Mail Service Center
Raleigh, NC 27699-1001

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument the day and year first above written.

LESSOR:

Cumberland County

Amy H. Cannon, County Manager

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public of the State and County aforesaid, do hereby certify that **Amy H. Cannon** personally came before me this day and acknowledged that she is **County Manager**, and that she, as Manager, being authorized to do so, executed the foregoing instrument on behalf of the County of Cumberland.

WITNESS my hand and official seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

LESSEE:

State of North Carolina

Dave Bartone, Interim Director
NCDA&CS Property & Construction Division

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public for County and State aforesaid, do hereby certify that **Dave Bartone** personally appeared before me this day and acknowledged the due execution by him of the foregoing instrument as Interim Director of Property and Construction Division, for the North Carolina Department of Agriculture and Consumer Services, in accordance with the authority vested in him and for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 6/13/2018

**SUBJECT: CUMBERLAND COUNTY FACILITIES COMMITTEE DRAFT MINUTES -
JUNE 7, 2018 (FOR INFORMATION ONLY)**

BACKGROUND

The draft minutes of the June 7, 2018 meeting of the Cumberland County Board of Commissioners' Facilities Committee are attached to provide a report and recommendation(s).

RECOMMENDATION / PROPOSED ACTION

For information purposes only. No action required.

ATTACHMENTS:

Description	Type
Cumberland County Facilities Committee Draft Minutes from June 7, 2018	Backup Material

DRAFT

CUMBERLAND COUNTY FACILITIES COMMITTEE
JUDGE E. MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE
117 DICK STREET, 5TH FLOOR, ROOM 564
JUNE 7, 2018
REGULAR MEETING MINUTES

MEMBERS PRESENT: Commissioner Glenn Adams
Commissioner Michael Boose
Commissioner Jeannette Council

OTHER COMMISSIONERS
PRESENT: Commissioner Jimmy Keefe
Commissioner Larry Lancaster

OTHERS PRESENT: Amy Cannon, County Manager
Sally Shutt, Assistant County Manager
Melissa Cardinali, Assistant County Manager
Duane Holder, Assistant County Manager
Rick Moorefield, County Attorney
Jeffery Brown, County Engineer
AJ Riddle, Assistant County Engineer
Brenda Jackson, Social Services Director
Vicki Evans, Finance Director
Deborah Shaw, Budget Analyst
Heather Harris, Budget Analyst
Julean Self, Human Resources Director
Candice White, Clerk to the Board
Press

Commissioner Glenn Adams called the meeting to order.

1. APPROVAL OF MINUTES – MAY 3, 2018 REGULAR MEETING

MOTION: Commissioner Council moved to approve the May 3, 2018 meeting minutes as presented.
SECOND: Commissioner Boose
VOTE: UNANIMOUS (3-0)

2. CONSIDERATION OF RADIO TOWER LEASE AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

DRAFT

BACKGROUND:

The County was contacted by the NC Department of Agriculture and Consumer Services – NC Division of Forest Resources, to renew an existing agreement for radio antennae space on the tower located atop 109 Bradford Avenue, a County-owned facility. The continued use of the space on the tower provides more effective and efficient services to the citizens of Cumberland County without any negative impact to existing operations. This serves as a benefit to the County and surrounding region and more specifically the fire departments of Cumberland County who may need to communicate directly with local NC Forestry agents.

The terms for the agreement are proposed to remain the same and are as follows:

- Three-year term commencing July 1, 2018 and ending June 30, 2021 last negotiated in 2015
- Rent of \$10.00 (TEN DOLLARS) for the entire three-year term
- Lessor provides and maintains existing antennae, connections, and headend building while Lessee provides and maintains its headend equipment
- Lessor provides utilities and environmentally controlled headend building (utilities are singly metered for entire facility and therefore cannot be split out)
- Lessee is self-insured

The intent to lease does not have to be advertised since it is between government entities.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends consideration of the proposed agreement and approval to move the lease agreement forward to the full Board of Commissioners as a Consent Agenda Item at the June 18, 2018 regular meeting.

Jeffery Brown, Engineering & Infrastructure Director, reviewed the background information and recommendation as recorded above.

MOTION: Commissioner Council moved to recommend to the full board approval of the proposed agreement and to move the lease agreement forward as a Consent Agenda Item at the June 18, 2018 regular meeting.
SECOND: Commissioner Boose
VOTE: UNANIMOUS (3-0)

3. CONSIDERATION OF CONTRACTS:

A. RENOVATION OF CONFERENCE ROOM 564

DRAFT

BACKGROUND:

The existing layout of Conference Room #564 located within the Judge E. Maurice Braswell Cumberland County Courthouse is no longer a conducive space for the Board of Commissioners to conduct meetings. The room currently has several technological challenges and the room is very tight and difficult for the Board of Commissioners, County Staff and outside presenters to maneuver when at capacity.

Engineering & Infrastructure (E&I) Staff contacted Gordon Johnson, in November 2017 to begin discussing the challenges associated with the layout and how to best reconfigure the space. It was estimated by the project architect that the construction would cost approximately \$100,000 and the furniture costs would be approximately \$40,000. After consulting with the Information Services Department, it was determined it would cost approximately \$60,000 to equip the room with the necessary technology upgrades. Therefore, it was expected that the entire cost of the renovation would be approximately \$200,000.

On May 10, 2018, a notice to bidders was sent out to all local contractors. A mandatory pre-bid meeting was held on May 17, 2018. On May 29, 2018, bids were opened. The County received two bids. The lowest, responsible and responsive bid was submitted by M&E Contracting, Inc., in the amount of \$173,947.00

Since the lowest, responsible and responsive bid is significantly higher than the anticipated construction cost, E&I Staff will work with the project architect and M&E Contracting, Inc. to determine if design changes can be made to reduce the overall project cost. These possible design changes and cost savings will be presented to the Facilities Committee on June 7th for consideration.

RECOMMENDATION/PROPOSED ACTION:

The Engineering & Infrastructure Director and County Management recommend that the Facilities Committee consider the following recommendations and forward them to the Board of Commissioners for its consideration at their June 18th meeting if approved by the Facilities Committee:

- Accept the bids for the renovation of Conference Room 564 and consider awarding a contract to M&E Contracting, Inc., in the amount of \$173,947.00 or a lower amount if changes can be made to reduce the cost of the project.
- Establish a contingency in the amount of \$15,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.
- Approve Budget Ordinance Amendment #B181457 in the amount of \$208,347 for the proposed renovations to Conference Room 564.

Mr. Brown reviewed the background information and recommendation as recorded above. Ms. Cannon stated she would like to clarify the total construction is proposed to be \$173,947.00 and \$98,000 has already been set aside from carpet at the North Regional

DRAFT

Library. Ms. Cannon further stated there will be a considerable amount of technology in the room done.

MOTION: Commissioner Council moved to recommend to the full board approval to accept the bids for the renovation of Conference Room 564 and award a contract to M&E Contracting, Inc., in the amount of \$173,947 or a lower amount if changes can be made to reduce the cost of the project and to establish a contingency in the amount of \$15,000 to be used for additional work recommended by the E&I Director and approved by the County Manager and to approve Budget Ordinance Amendment #B181457 in the amount of \$208,347 for the proposed renovations to Conference Room 564.

SECOND: Commissioner Boose

VOTE: UNANIMOUS (3-0)

B. EXTERIOR REPAIRS FOR MULTIPLE COUNTY FACILITIES

BACKGROUND:

The Building Exterior Repairs project includes various repairs to the exteriors of the Historic Courthouse, Bradford Place, E. Maurice Braswell Courthouse, Department of Social Services, Spring Lake Library and Spring Lake Family Resource Center. These repairs were identified as part of the Roof and Exterior Walls assessment completed in 2015. The repairs were included in the capital improvement installment financing plan that was approved by the Local Government Commission (LGC) on September 12, 2017.

A pre-bid meeting was held on April 17, 2018. The project was initially advertised to bid on May 10, 2018. The County did not receive a sufficient number of bidders, therefore the bid received could not be opened. The County re-advertised the project and set a pre-bid on May 17, 2018 and a bid opening on May 29, 2018.

The lowest responsible and responsive bid was submitted by Midwest Maintenance, Inc. out of Augusta, GA in the amount of \$551,479. The other bid was submitted by Stone Restoration of America located in Charlotte, NC.

RECOMMENDATION/PROPOSED ACTION:

The Engineering & Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for its consideration at their June 18, 2018 meeting:

- Accept the bids for the Building Envelope Repairs Project and award a contract to Midwest Maintenance, Inc., in the amount of \$551,479.
- Establish a contingency in the amount of \$30,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

DRAFT

AJ Riddle, Assistant County Engineer, reviewed the background information and recommendation as recorded above. Commissioner Boose asked if any local contractors were interested in bidding on this project. Mr. Riddle replied local contractors were invited to the bidding but left after the first site visit. Mr. Riddle explained the bids received were from sealant contractors that possess their General Contractors (GC) license.

MOTION: Commissioner Boose moved to recommend to the full board to approve the bids for the Building Envelope Repairs Project and award a contract to Midwest Maintenance, Inc., in the amount of \$551,479 and to establish a contingency in the amount of \$30,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

SECOND: Commissioner Council

VOTE: UNANIMOUS (3-0)

C. REPAIR OF STORMWATER DETENTION PONDS AT CROWN COMPLEX

BACKGROUND:

The Crown Complex Stormwater Detention Pond A was constructed during the building of the Agri-Expo Center. During an evaluation of the site in 2016, it was noted that Pond A had failed. The riser structure in Pond A failed resulting in an overtopping issue which led the dam to breach. Shortly after this was discovered, the heavy rains from Hurricane Matthew caused Pond B, constructed as part of the Coliseum and Owen Drive Extension projects, to overtop and breach the dam.

Cumberland County E&I staff contracted with Moorman, Kizer, Reitzel, Inc. (MKR), in May 2017 to begin analyzing the ponds. Since Pond B failed as a result of Hurricane Matthew, Engineering & Infrastructure (E&I) Staff reached out to FEMA to see if the repairs would be reimbursable. On June 22, 2017, FEMA communicated to County staff that the project had been approved for reimbursement in the amount of \$527,163.81.

E&I Staff received the final design plans for both ponds on March 28, 2018 from MKR. A pre-bid meeting was held on April 12, 2018, in which all local contractors were invited to attend. An insufficient number of bids were received on April 25, 2018 and the project had to be re-advertised. On May 10, 2018, an additional pre-bid meeting was held in which additional contractors attended. On May 11, 2018, County staff contacted North Carolina Public Safety to discuss the reimbursement of the project, anticipating that bids would be higher than the initial engineering estimate and on May 30, 2018, was informed that the project would be reimbursed at 100% provided the scope of work did not change. On May 29, 2018, bids were opened. The County received one bid. The lowest, responsible and responsive bid was submitted by ES&J Enterprises, Inc., in the amount of \$1,347,252.50 for both ponds. The bid price for Pond A is \$642,212.50 and the bid price for Pond B is \$705,040. The funding for the repairs to Pond A have been programmed into the budget for FY 19. The repairs for both ponds were bid as one project in an attempt to save money as the repairs to each pond are very similar.

DRAFT

Since the Board of Commissioners do not meet in July and we are working against a FEMA deadline for the repairs, E&I Staff is asking the Facilities Committee to consider approval of this contract prior to FY 19 budget adoption. The County Attorney has stated that the contract could be approved prior to budget adoption as long as the contract is signed on or after July 1, 2018.

RECOMMENDATION/PROPOSED ACTION:

The Engineering & Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for its consideration at their June 18, 2018 meeting:

- Accept the bid for the repairs of the Crown Complex Stormwater Detention Ponds and award a contract to ES&J Enterprises, Inc. in the amount of \$1,347,252.50.
- Establish a contingency in the amount of \$40,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.
- Approve Budget Ordinance Amendment #B181438 in the amount of \$705,040 for the repairs to Stormwater Detention Pond B to be reimbursed by FEMA at 100%.

Mr. Riddle reviewed the background information and recommendation as recorded above. Ms. Cannon stated the funding will come from the Crown Coliseum Complex fund. Commissioner Keefe asked which fund and Vicki Evans, Finance Director, replied the food and beverage fund.

Commissioner Adams thinks the County should contact NCDENR for possible grants. Mr. Brown wanted to clarify that the request is for both ponds be approved but would like to be done in two different contracts because one will be reimbursed by FEMA at 100%.

MOTION: Commissioner Council moved to recommend to the full board to accept the bids for the repairs of the Crown Complex Stormwater Detention Ponds and award a contract to ES&J Enterprises, Inc. in the amount of \$1,347,252.50 and establish a contingency in the amount of \$40,000 to be used for additional work recommended by the E&I Director and approved by the County Manager and approve Budget Ordinance Amendment #B181438 in the amount of \$705,040 for the repairs to Stormwater Detention Pond B to be reimbursed by FEMA at 100%.

SECOND: Commissioner Boose

VOTE: UNANIMOUS (3-0)

D. PARKING LOT IMPROVEMENTS AT BORDEAUX BRANCH LIBRARY

BACKGROUND:

The Capital Improvement Plan (CIP) identified repairs for the Bordeaux Branch Library. The project consists of removing and replacing the asphalt for the entire parking lot in which new pavement markings will be installed following placement of the new asphalt.

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A pre-bid meeting was held on May 17, 2018, in which all local contractors were invited to attend. Informal bids were received on May 29, 2018 for the repairs of the Bordeaux Branch Library parking lot. **The lowest, responsible and responsive bid was submitted by Diamond Constructors, Inc., in the amount of \$103,431.84.**

The FY18 Capital Improvement Plan (CIP) estimated the project cost at \$68,000. The lowest bid received is \$35,431.84 more than the project estimate performed initially by the consultant firm in 2014-2015. We believe this difference is the result of the passage of time since the original estimate, a rise in materials cost, and a high demand for construction work. Funds are available in CIP for this project.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for its consideration at their June 18, 2018 meeting:

- Accept the bids for the parking lot improvements at Bordeaux Branch Library and award a contract to Diamond Constructors, Inc. in the amount of \$103,431.84.
- Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

Mr. Riddle reviewed the background information and recommendation as recorded above.

MOTION: Commissioner Boose moved to recommend to the full board approval to accept the bids for the parking lot improvements at Bordeaux Branch Library and award a contract to Diamond Constructors, Inc., in the amount of \$103,431.84 and establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

SECOND: Commissioner Council

VOTE: UNANIMOUS (3-0)

E. PARKING LOT IMPROVEMENTS AT EAST REGIONAL LIBRARY

BACKGROUND:

The Capital Improvement Plan (CIP) identified parking lot repairs for the East Regional Library. The repairs to this parking lot includes removal/replacing asphalt for the access drive, seal coat and pavement markings.

A pre-bid meeting was held on May 16, 2018, in which all local contractors were invited to attend. Informal bids were received on May 29, 2018 for the repairs of the East Regional

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Library parking lot. *The lowest, responsible and responsive bid was submitted by Diamond Constructors, Inc., in the amount of \$147,000.00.*

The FY18 Capital Improvement Plan (CIP) estimated the project cost at \$38,100. The lowest bid received is \$108,900 more than the FY18 CIP estimate. The price difference is due to a change of scope and an increase in construction costs. The initial review performed by US Infrastructure only identified a small area of patching. When staff investigated the site 3.5 years later, major failures with the driveway asphalt were discovered. Staff brought on a consulting engineer to assist in designing the project due to the significant alligator cracking throughout the driveway. Funds are available in CIP for this project.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for its consideration at their June 18, 2018 meeting:

- Accept the bids for the parking lot improvements to East Regional Library and award a contract to Diamond Constructors, Inc., in the amount of \$147,000.
- Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

Mr. Riddle reviewed the background information and recommendation as recorded above.

MOTION: Commissioner Boose moved to recommend to the full board approval to accept the bids for the parking lot improvements to East Regional Library and award a contract to Diamond Constructors, Inc., in the amount of \$147,000 and establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

SECOND: Commissioner Council

VOTE: UNANIMOUS (3-0)

4. CONSIDERATION OF ADDITIONAL SECURITY MEASURES IN COURTROOM 3A

BACKGROUND:

Courtroom 3A within the Judge E. Maurice Braswell Cumberland County Courthouse is used for domestic violence cases. Lieutenant Daryl Scales with the Sheriff's Office reached out to Engineering & Infrastructure (E&I) Staff to request that the jury box in Courtroom 3A be modified to hold inmates awaiting their case similar to what has been done in the courtrooms on the second floor. The modification would entail installing a

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petition atop of the existing jury box wall which would greatly reduce the likelihood of inmates from being able to leave the detainee area.

E&I Staff estimates that the cost of this petition would cost between \$3,000 to \$5,000. If approved, the project would be constructed in July with funding allocated for FY19 in the Courts Facilities budget.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee consider the proposed modification in Courtroom 3A which will provide better security and forward it to the Board of Commissioners for its approval at their June 18, 2018 meeting if approved by the Facilities Committee.

Mr. Brown reviewed the background information and recommendation as recorded above.

MOTION: Commissioner Boose recommended to the full board approval of the proposed modification in Courtroom 3A which will provide better security and forward to the June 18, 2018 meeting.
SECOND: Commissioner Council
VOTE: UNANIMOUS (3-0)

5. CONSIDERATION OF LOCATION OPTIONS FOR A COUNTY TROPHY CASE IN THE JUDGE E MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE

BACKGROUND:

The County does not have a display case to house trophies and other awards earned by departments. The Public Information Office is seeking feedback on where commissioners would like a case to be placed within the Courthouse. Three options are presented with mock-ups using a generic cabinet. The locations include two sites on the lower level and one on the first floor outside the commissioners' chamber. Once a location has been approved, staff will research suitable purchasing options and begin developing a policy for displaying trophies.

RECOMMENDATION/PROPOSED ACTION:

Consider the location options presented for a trophy case and make a recommendation to staff.

Sally Shutt, Assistant County Manager, reviewed the background information and recommendation as recorded above. Ms. Shutt went over the three different location options located in the Courthouse. Commissioner Keefe stated the purpose of the trophy

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case should be the location with the most traffic, so the public can see the various awards from the County.

The consensus of the Facilities Committee was the option downstairs on the Lower Level with a wooden bevel, so it looks more like a permanent fixture.

6. OTHER ITEMS OF BUSINESS

There were no other items of business.

MEETING ADJOURNED AT 11:15 AM.



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 6/10/2018

**SUBJECT: STANDING OBJECTION TO THE WAIVER OF ANY COURT COST OR FINE
IN RESPONSE TO SESSION LAW 2017-57, SECTIONS 18B.6(A) AND (B)**

BACKGROUND

At the June 7, 2018 meeting of the Finance Committee, consideration was given for the request to approve a standing objection to the waiver of any court cost or fine. In late November 2017, the County was notified that we would have the opportunity to appear and be heard on any waiver of court costs or fines imposed in criminal and infraction cases, to be effective December 1, 2017. Since that time, the Administrative Office of the Courts has provided the option of completing the attached form in lieu of having the attorney appear in court.

On the basis of fiscal responsibility, staff is requesting approval to register its objection to waiver or remission of any cost or fine that may be due to the County. We are also requesting approval to waive the request for notice as we no longer wish to receive monthly notices.

The committee took action to approve the request with two in favor and one who recused himself on the basis of a conflict of interest involving his private law business.

RECOMMENDATION / PROPOSED ACTION

Follow the majority vote of the Finance Committee and approve for the County Attorney to submit the standing objection/waiver of objection by objecting to waiver or remission of any cost under G.S. 7A-304 or fine that may be due the County (check box 1.a.); a waiver for the monthly notice to be discontinued (check box 2.a.).



WORKFORCE DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM:

DATE:

**SUBJECT: WORKFORCE DEVELOPMENT BOARD RECOMMENDATION TO AWARD
THE WORKFORCE INNOVATION OPPORTUNITIES ACT (WIOA) TITLE 1
PROGRAM SERVICES CONTRACT TO EDUCATION DATA SYSTEMS, INC.
(EDSI)**

BACKGROUND

Cumberland County receives annual funding from the state to provide workforce development services through the Workforce Innovation & Opportunity Act (WIOA). These important services are focused on the following groups: local employers, the unemployed, underemployed adults, veterans, dislocated workers, In-School Youth (age 14-21) and Out-of-School Youth (age 16-24). These services are currently contracted to ResCare Workforce Services with a contract period ending June 30, 2018. Estimated allocations for FY19 are anticipated to be as follows for these specific program areas in Cumberland County:

1. \$800,000 for adult services programs
2. \$550,000 for dislocated worker programs
3. \$800,000 for youth services programs

These not-to-exceed amounts may be subject to change as it is based upon a prior estimate of available funds. It is anticipated that the exact funding amount will be known at or about the time of the final contract negotiations. All contracts for services will be on a cost-reimbursement basis, based upon performance, and may be extended for two additional years at the discretion of the County.

The Cumberland County Workforce Development Board selected and approved an ad hoc review team consisting of WDB members (Rodney Anderson, Charlene Cross, Isabella Effon, Pam Gibson, and Joy Miller) at the November 8, 2017 meeting. The RFP for WIOA Title I Program Services was released on March 26, 2018 and due by 4 pm on April 23, 2018. Proposals were received from Eckerd Concepts, EDSI, H4 Enterprises, ResCare Workforce Services, and Two Hawk Workforce Services. Proposals were evaluated by the ad hoc committee of Workforce Development Board members utilizing

evaluation criteria as follows: customer flow, staffing, statement of work, and program design (40 points); organizational experience, past performance, and references (25 points); transition and staff training plan (10 points); program cost/budget proposal (15 points); and program metrics (10 points). Bidders made oral presentations (10 points) to supplement and explain their proposals on May 1 and 3, 2018. The recommendation below, which was based on the consensus of the review committee, was approved by the Workforce Development Board on May 15, 2018. This recommendation was also approved by the Finance Committee on June 7, 2018.

RECOMMENDATION / PROPOSED ACTION

The Workforce Development Board and Finance Committee recommends approval of EDSI as the successful proposer to provide WIOA Title I Youth, Adult, and Dislocated Worker program services for the Cumberland County NCWorks Career Center and to authorize the County Manager to execute the negotiated contracts.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 6/18/2018

**SUBJECT: CUMBERLAND COUNTY FINANCE COMMITTEE DRAFT MINUTES -
JUNE 7, 2018 (FOR INFORMATION ONLY)**

BACKGROUND

The draft minutes of the June 7, 2018 meeting of the Cumberland County Board of Commissioners' Finance Committee are attached to provide a report and recommendation(s).

RECOMMENDATION / PROPOSED ACTION

For information purposes only. No action required.

ATTACHMENTS:

Description	Type
Draft Finance Committee Minutes-June 7, 2018 Regular Meeting	Backup Material

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CUMBERLAND COUNTY FINANCE COMMITTEE
COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564
JUNE 7, 2018 – 8:30 AM
REGULAR MEETING MINUTES

MEMBERS PRESENT: Commissioner Jimmy Keefe, Chairman
Commissioner Glenn Adams
Commissioner Marshall Faircloth

OTHERS: Commissioner Michael Boose
Commissioner Jeannette Council
Commissioner Charles Evans
Commissioner Larry Lancaster
Amy Cannon, County Manager
Melissa Cardinali, Assistant County Manager
Sally Shutt, Assistant County Manager
Duane Holder, Assistant County Manager
Rick Moorefield, County Attorney
Vicki Evans, Finance Director
Jeffery Brown, Engineering and Infrastructure Director
Brenda Jackson, Social Services Director
Julean Self, Human Resources Director
Nedra Rodriguez, Workforce Development Director
Sylvia McLean, Community Development
Dee Taylor, Community Development Director
Deborah Shaw, Budget Analyst
Heather Harris, Budget Analyst
Geneve Mankel, PIO Communications and Outreach Director
Candice H. White, Clerk to the Board

Commissioner Keefe called the meeting to order.

1. CONSIDERATION OF APPROVAL OF MINUTES – MAY 3, 2018 REGULAR MEETING

MOTION: Commissioner Faircloth moved to approve the May 3, 2018 regular meeting minutes.

SECOND: Commissioner Adams

VOTE: UNANIMOUS (3-0)

2. CONSIDERATION OF WORKFORCE DEVELOPMENT BOARD RECOMMENDATION TO AWARD THE WORKFORCE INNOVATION OPPORTUNITIES ACT (WIOA) TITLE 1 PROGRAM SERVICES CONTRACT TO EDUCATION DATA SYSTEMS, INC. (EDSI)

BACKGROUND:

Cumberland County receives annual funding from the state to provide workforce development services through the Workforce Innovation & Opportunity Act (WIOA). These important services

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are focused on the following groups: local employers, the unemployed, underemployed adults, veterans, dislocated workers, In-School Youth (age 14-21) and Out-of-School Youth (age 16-24). These services are currently contracted to ResCare Workforce Services with a contract period ending June 30, 2018. Estimated allocations for FY19 are anticipated to be as follows for these specific program areas in Cumberland County:

- 1) \$800,000 for adult services programs
- 2) \$550,000 for dislocated worker programs
- 3) \$800,000 for youth services programs

These not-to-exceed amounts may be subject to change as it is based upon a prior estimate of available funds. It is anticipated that the exact funding amount will be known at or about the time of the final contract negotiations. All contracts for services will be on a cost-reimbursement basis, based upon performance, and may be extended for two additional years at the discretion of the County.

The Cumberland County Workforce Development Board (WDB) selected and approved an ad hoc review team consisting of WDB members (Rodney Anderson, Charlene Cross, Isabella Effen, Pam Gibson, and Joy Miller) at the November 8, 2017 meeting. The RFP for WIOA Title I Program Services was released on March 26, 2018 and due by 4 pm on April 23, 2018. Proposals were received from Eckerd Concepts, EDSI, H4 Enterprises, ResCare Workforce Services, and Two Hawk Workforce Services. Proposals were evaluated by the ad hoc committee of Workforce Development Board members utilizing evaluation criteria as follows: customer flow, staffing, statement of work, and program design (40 points); organizational experience, past performance, and references (25 points); transition and staff training plan (10 points); program cost/budget proposal (15 points); and program metrics (10 points). Bidders made oral presentations (10 points) to supplement and explain their proposals on May 1 and 3, 2018. The recommendation below, which was based on the consensus of the review committee, was approved by the Workforce Development Board on May 15, 2018.

RECOMMENDATION/PROPOSED ACTION:

The Workforce Development Board recommends approval of EDSI as the successful proposer to provide WIOA Title I Youth, Adult, and Dislocated Worker program services for the Cumberland County NCWorks Career Center and to authorize the County Manager to execute the negotiated contracts.

CONTRACT FOR SERVICES FOR ADULT, DISLOCATED WORKER, AND YOUTH PROGRAM SERVICES UNDER TITLE I OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

THIS CONTRACT AGREEMENT is entered into by and between County of Cumberland (County), a body politic and political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina (hereinafter referred to as "COUNTY") and

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Educational Data Systems, Inc. (hereinafter referred to as "EDSI").

WITNESSETH THAT:

WHEREAS, the County desires to engage EDSI to render services in connection with activities to be operated and funded under Title I of the Workforce Innovation and Opportunity Act Public Law No: 113-128 (herein after referred to as the "Act" or "WIOA"), WIOA DOL ETA 20 CFR, Part 651, 652, 653, 654, 658, 675, 676, 677, 678, 679, 680, 681, 683, and 686; and DOE Office of Career, Technical and Adult Education, Rehabilitation Services Administration 34 CFR Parts 361 and 463; Jobs for Veterans Act Public Law 107-288 at 38 USC § 4215; and

WHEREAS, WIOA funds are anticipated to be made available to the County and the Cumberland County Workforce Development Board from the Division of Workforce Solutions of the North Carolina Department of Commerce (hereinafter referred to as the "State") contingent upon receipt of funds from the United States Department of Labor (herein after referred to as "USDOL") and/or the State; and

WHEREAS, EDSI desires to render services under the Act,

NOW THEREFORE, the parties hereto agree as follows:

1. Employment of EDSI

- a. The County hereby engages EDSI and EDSI hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions contained herein.

2. Scope of Services

- a. EDSI shall diligently perform and carry out in a satisfactory and proper manner the work and services described in Attachment A, "Statement of Work".

3. Time of Performance

- a. The services of EDSI shall commence on July 1, 2018 and EDSI shall provide such services in such manner and sequence as to ensure their expeditious completion and as may be required in Attachment A, Statement of Work. All services required hereunder shall be completed on or before the end of the contract period: June 30, 2019. For the purposes of the statute of limitation, and in recognition of the fact that closeout procedures, audit, audit resolution, and collection of disallowed costs will occur after the contract period, this contract shall not be considered completed until final action on any disallowed costs by USDOL has been taken and the time for appeal of disallowed costs has expired.

4. Compensation and Method of Payment

- a. In the case of activities covered by cost reimbursement provisions, EDSI shall be

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compensated for the work and services to be performed under this contract by monthly reimbursements based on allowable expenditures actually made, unless otherwise specifically agreed to the contrary. For any activities covered by fixed unit price/performance-based provisions, EDSI shall be compensated based upon the timely delivery of services included in Attachment A, Statement of Work. In no event, however, will the total compensation and reimbursement, if any, to be paid EDSI under this contract exceed the sum of two million one hundred and fifty thousand dollars (\$2,150,000) in WIOA funds as described in Attachment D, "Solicitation (Cumberland County WFB RFP No. 18-01-WFD) and EDSI's Proposal" and this offer to contract signed by Kevin Schnieders. Provided further, EDSI acknowledges that the County and the Cumberland County Workforce Development Board are receiving monies to fund WIOA activities on behalf of the State of North Carolina and the United States Department of Labor and that the County's obligations to pay any funds is conditional upon receipt of such funds. The County may impose restrictions upon the maintenance of excess cash by the contractor consistent with the restrictions placed upon the County by the State and the United States Treasury Department.

- b. EDSI, using funds available pursuant to this contract, shall be fully responsible for the WIOA Adult, Dislocated Worker, College-to-Careers, Incumbent Worker Training, and Youth Program services and activities as provided for in the Statement of Work attached hereto as Attachment A and hereby incorporated by reference as is fully set forth herein.
- c. EDSI shall be entitled to an "Administrative Fee" calculated by the Determination of Reasonableness of Profit Worksheet, Attachment XX. This Administrative Fee shall be paid to EDSI in twelve equal monthly installments.

5. Approval of Subcontract or Assignability

- a. EDSI shall not assign all or any portion of its interests in this contract, nor shall any of the work or services to be performed under this contract by EDSI be subcontracted, without the prior written approval of the County.

6. County as Contract Administrator

- a. The County and Cumberland County Workforce Development Board staff shall perform the administrative, enforcement, oversight, evaluation, and monitoring of this contract as agents of the County. However, EDSI shall be fully responsible for its compliance with this contract and all laws, rules, regulations, and guidance applicable to the use of WIOA funding. EDSI shall not be entitled to rely on County or the Cumberland County Workforce Development Board for such compliance issues.
- b. All notices, reports, and other information including a monthly financial status

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report shall be sent via e-mail to the Cumberland County Workforce Development Board, c/o, Nedra Clayborne Rodriguez nrodriguez@co.cumberland.nc.us with a copy of said electronic reports sent to paazam@co.cumberland.nc.us.

7. The County has the right to monitor program, fiscal, personnel, and management activities under this contract to ensure that performance goals are being met, and that appropriate administrative procedures, controls, and records are maintained, that Contract terms and conditions are being fulfilled, and that personnel and equal employment opportunity requirements are being met. EDSI for itself and for its sub-recipients does hereby authorize and agree to permit on-site visits by the County, Workforce Development Board Staff, State of North Carolina, USDOL or their designees, private questioning of employees and participants, and access for review or copying of EDSI or sub-recipient records of all programs. EDSI shall attend and shall require its sub-recipients to attend such meetings as requested by the Workforce Development Board regarding the monitoring or evaluation of programs.

The County may provide technical assistance to EDSI and its sub-recipients through periodic discussions and training sessions as the County deems necessary. Notwithstanding any such assistance provided by County, EDSI shall be fully responsible for complying with all applicable policy issuances, laws, and regulations.

The County may provide EDSI with written notification of deficiencies discovered in review of its activities and will endeavor to provide EDSI with reasonable time to take corrective action regarding deficiencies.

The failure of the County or the Workforce Development Board staff to discover or notify EDSI in writing of deficiencies does not relieve EDSI of its obligation to meet performance standards, maintain sound administrative and fiscal management, ensure equitable personnel policies and non-discrimination, and satisfy statutory, regulatory and contractual requirements.

8. Notification of Fraud or Abuse

EDSI shall immediately notify the County in writing of any charges or allegations of criminal misconduct, fraud, negligence, or other wrongdoing in connection with the program or any administering agency.

9. Maintenance of Records

EDSI shall maintain all fiscal and program records for periods required by federal regulations, but in no event less than four (4) years from the completion of obligations under this contract. Should audit proceedings be instituted concerning this contract, EDSI shall not destroy any records thereof until it is notified in writing that all audits are complete and such records are no longer needed. The County, the State, USDOL, and Comptroller General of the United States, or any of their designees shall have access to all records of any type of EDSI or its sub-recipient with regard to funded activities.

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10. Property

- a. EDSI acknowledges that all non-expendable property, that is, property with a useful life of more than one year and a unit cost of \$500 or more per unit, and, as outlined in the "Property" section 3.6 of the Grant Administration Agreement, purchased with funds received under this contract or made available to EDSI by the County or the State specifically for a WIOA funded activity, is the sole property of the State. The County may reclaim or relocate non-expendable property hereunder at its discretion, subject to state and federal law. EDSI, however, may not transfer, relocate or alter the use of any property hereunder without the prior written authorization of the County. EDSI shall report any non-WIOA use of non-expendable property to the County.
- b. EDSI is responsible for the proper identification, inventory and maintenance of all property under its control. EDSI shall complete and submit to the County an annual inventory listing, clearly identifying WIOA Property. EDSI shall permit on-site inspections of all property by the County, the State, USDOL, or their designees. EDSI shall adhere to all property policies from the County and the State.
- c. EDSI shall procure the prior written approval of the County to initiate any action involving acquisition by purchase, lease or trade, transfer, relation, changed use or disposition of non-expendable property. EDSI shall not be entitled to recover the costs of acquisition or transfer if such prior written approval is not obtained.
- d. EDSI shall not acquire real property with funds under this Contract.
- e. EDSI expressly assigns to the State any right it may acquire by operation of law or otherwise in any property under this Contract. If intangible property on which a patent or copyright is obtainable is developed with funds acquired under this contract, EDSI acknowledges and agrees to procure the acknowledgment of its sub-recipients that the property is work for hire funded by the State, and the State has ownership of such works unless specifically waived in writing by the Division of Workforce Solutions.
- f. On completion of the services under this Contract or upon earlier termination of this Contract, all non-expendable property and all expendable property covered by federal regulations shall be situated, transferred or disposed of according to instructions by the State.

11. Reporting Requirements

- a. In the case of reimbursable activities, EDSI shall furnish the County with a monthly financial status report in a format designated by the County. Such reports shall be furnished not later than ten (10) business days following the end of each month. Such reports shall consist of detailed information taken from records and official books of account of EDSI. In addition, the County, the State, and USDOL may require

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ad hoc reports for program management.

12. Supportive Services, PELL Grant Payments, and Other Financial Assistance

- a. Supportive Services provided by EDSI under this contract to participants shall not duplicate services provided by a public or private source(s), which are available at no cost to EDSI and/or participants. Additionally, EDSI is responsible for documenting a participant's receipt of all financial aid awards and maintaining such documentation. If other financial aid is received, adjustments to the cost of tuition and books paid through this contract shall be made accordingly.
- b. EDSI shall adhere to all Federal, State, and County mandated requirements regarding the use of PELL grant funds and other financial awards in conjunction with WIOA funds.

13. Accounting

- a. EDSI shall maintain complete accounting records sufficient to document receipts and expenditures of WIOA funds under this contract. For cost reimbursement activities, EDSI shall account separately for the expenses of each activity by cost category as described in the budget herein as Attachment B. For fixed unit price/performance based activities, EDSI shall submit the appropriate documentation as detailed in Attachment A, Statement of Work, for the amount described in the budget included as Attachment B. Program income must be accounted for, reported to the County by the appropriate program year fund allocation, and used during the contract period to offset the cost of the services provided or such additional income shall be forwarded to the County. Interest income on cash advances of sub-grant funds shall also be accounted for as additional program income and reported accordingly.
- b. All accounting records should be maintained in accordance with Uniform Guidance Requirements 2 CFR 200, 215, 225, 230, including any exceptions identified by the Department of Commerce at 2 CFR part 2900, the NC Local Government Budget and Fiscal Control Act, Federal and State Certifications and Assurances, State Policy Issuances, other applicable OMB Circulars and administrative provisions, implementing regulations, and Generally Accepted Accounting Principles.

14. Rights in Documents, Materials, and Data Produced

- a. EDSI agrees that all reports and other data prepared by and for it under the terms of this contract shall be delivered to, become, and remain the property of the County or its assigned designee upon termination or completion of the work. Both the County and EDSI shall have the right to use it without restriction or limitation and without compensation to one another. For the purposes of this contract, data includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports of the documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of EDSI.

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15. Interest of EDSI

- a. EDSI covenants that neither EDSI nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its services hereunder, or which would prevent, or tend to prevent, the satisfactory performance of EDSI's service hereunder in an impartial and unbiased manner. EDSI further covenants that in the performance of this contract, no person having any such interest shall be employed by EDSI as an agent, subcontractor, or otherwise.

16. Interest of Members of the Council and Others

- a. No officer, member or employee of the County, Cumberland County Workforce Development Board, and/or no public official of any local government which is affected in any way by the WIOA activities, shall participate in any decisions relating to this contract which affects his/her personal interest or in the interest of any corporation, partnerships, or association in which s/he is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this contract or the proceeds arising therefrom.

17. Location of Services

- a. EDSI shall co-locate its employees providing services pursuant to this contract at a location designated by the County. It is the intent of the County that said employees shall be co-located with employees of the Cumberland County Workforce Development Board and the Cumberland County NCWorks Career Center (to include employees of the North Carolina Department of Commerce's Divisions of Workforce Solutions and Services).

18. Maintenance of Effort

- a. EDSI sponsored training in existence prior to the initiation of this contract shall be continued and may not be reduced in any way as a result of this contract (except for reduction unrelated to the provisions or purposes of this contract). EDSI agrees that implementation of this contract will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal or other funds in connection with work that would otherwise be performed.

19. Nepotism

- a. EDSI agrees for itself and its subcontractors that no two members of an immediate family shall be employed within the same agency if such employment will result in one supervising a member of his/her immediate family, or in one occupying a position which has influence over the other's employment, promotion, salary administration, and other related management or personnel considerations. Immediate family is described as wife, husband, mother, father, brother, sister, son,

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daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandson, granddaughter, stepmother, or stepfather. This section shall also apply to governing boards for contractors, EDSI staff, and subcontractor staff involved in WIOA activities.

20. Complaints and Hearings

- a. EDSI shall have a complaint and hearing procedure for complaints and grievances by its employees, participants, and other persons. The procedure may involve investigations by EDSI and shall result in an impartial hearing within 30 days and a written decision in 60 days after receipt of the formal complaint.
- b. The County shall have a complaint and hearing procedure for complaints and grievances as described in policy #11 Nondiscrimination – Workforce Innovation and Opportunity Act (WIOA) Nondiscrimination/Equal Opportunity Standards and Complaint Procedures. The procedures shall be conducted under and governed by the County policies and/or the North Carolina Administrative Code. As to complaints and appeals governed by this paragraph, the County shall have authority to investigate and make findings, determinations and orders, including orders imposing corrective conditions and ordering sanctions, after the opportunity for a hearing. Where permitted under this contract or by law, sanctions and conditions may be imposed prior to an oral hearing in an emergency situation.
- c. The County may, on its own complaint, initiate an investigation and conduct a hearing on any activity under this contract.
- d. The complaint and hearing procedure hereunder will comply with WIOA, the regulations thereunder, and with state law.
- e. EDSI shall designate a hearing officer and provide each participant with a copy of EDSI's complaint and hearing procedure including the names and addresses of EDSI's hearing officer, and the hearing officer of the County.

21. Protests, Disputes, and Claims

- a. Except as otherwise provided in this contract, any protest, dispute, or claim, concerning a question of fact arising under this contract which is not disposed of by agreement shall be resolved by the County, which shall issue a written determination and mail or otherwise furnish a copy to EDSI. The decision of the County shall be final and conclusive unless, within 30 days from the date of receipt of such copy, EDSI mails or otherwise furnishes to the County a written appeal. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or as grossly erroneous as to imply bad faith or not to have been supported by substantial evidence. In connection with any appeal proceeding under this clause, EDSI shall be afforded an opportunity to be heard and to offer evidence in support of the appeal. Pending final decision of a dispute, EDSI shall proceed diligently with the

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performance of the contract and in accordance with the County's decision.

22. Indemnity and Insurance

- a. To the extent permitted by the North Carolina Tort Claims Act (Chapter 143, Article 31 of the North Carolina General Statutes) EDSI shall indemnify and save harmless the County from and against any and all claims, losses, costs, damages, expenses, judgements or liabilities caused or arising through EDSI's performance of this Agreement including, without limitation, negligent or other wrongful acts or omissions, accidents or other occurrence causing bodily injury, including death, sickness, and disease to any personnel, damage or destruction to property, real or personal, and sexual misconduct by EDSI and its employees and agents.
- b. EDSI shall provide the County written notice, in the form of Certificates of Insurance, for any and all insurance required by the RFP or by law. EDSI shall require its insurers to provide the County written notice of any cancellation or lapse in coverage of said insurance immediately upon said lapse or cancellation.

23. Audit

- a. EDSI agrees to have completed a fiscal and compliance audit covering the appropriate period of the contract and submit a copy to the County within 30 days after EDSI receives its completed audit but no later than six months from the end of the audit period. An independent firm of Certified Public Accountants or the State Auditor shall perform the audit. The audit of the contract shall include additional statements of WIOA revenues and expenditures as of June 30th when the contractor has a fiscal year other than June 30th and for the entire contract period when it has been performed during more than one fiscal year. WIOA grant funds may be used to pay the costs of such audit. The audit should include, at a minimum, an accountant's opinion, a balance sheet, a statement of revenues, expenditures, and fund balance, an opinion letter and a management letter, a Schedule of Federal and State Financial Assistance, Compliance Report, and Internal Control Report. The examination must be made in accordance with Generally Accepted Accounting Practices and the Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting office. EDSI audits will have all findings and questioned costs (including a note about all payables to and unearned receipts from WIOA) in the Compliance Section of the Audit. Furthermore, to ensure compliance with GS 159-40, non-profit corporations or organizations receiving funds under this contract of \$1000.00 or more and not exempted by Section 1(d) of GS 159-40, are required to file a copy of the independent audit report with the Office of the State Auditor. Also, audits of EDSI performed by the Office of the State Auditor or USDOL directly may satisfy the requirements of this paragraph. The County under state mandate may unilaterally impose additional reasonable conditions on audit activity.

24. Audit Resolution and Disallowed Costs

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- a. In the event the County, State, or USDOL disallows any expenditures of funds made by EDSI under this contract, EDSI shall within 10 days reimburse such funds to the County from non-federal funds, after attempted resolution of the disallowed costs under the 120-day Audit Resolution Procedure. The County has adopted the 120-day Audit Resolution Procedure that allows EDSI a 30-day comment period after receipt of the final audit. Within 30 days after the comment period, the County will issue an initial determination stating disallowed costs, then EDSI will have 60 days to produce documentation attesting to the allowed ability of the costs, request a hearing, or otherwise seek a settlement of the disallowed costs. At the end of the 120 days, a final determination will be issued stating all disallowed costs that shall be reimbursed. The County may, in the case of EDSI's default or actions which the County believes are not in good faith by EDSI, withhold future payments under this or any other contract with EDSI or impose other sanctions until the disallowed costs are resolved. If interest on disallowed costs accrues to the County or the State, EDSI shall also be liable for such interest charges.

25. Contract Closeout

- a. Within 30 days from the ending or termination of the contract, EDSI shall submit to the County a final performance report, financial report, closeout document, and a reimbursement for WIOA funds received in excess of final expenditures. Receipt of the closeout documents will complete all transactions under the contract except for property maintenance, audit, and audit resolution. No later than the date the final performance report is due, EDSI shall return to the County any and all County property purchased hereunder and any and all unexpended and surplus funds EDSI obtained pursuant to this Contract.

26. Changes

- a. Any changes in the terms of the Agreement must be in writing and signed by both parties to be effective, except if necessitated by unavailability of or reduction in funding.

27. Contracting Period

- a. The contracting period shall be as stated in section 3a (Time of Performance). As stated in the RFP, the County shall have the option of extending this contract for two additional one-year terms. The County shall give EDSI written notice of its intent to renew, including any additional provisions which the County determines necessary to include in this contract for the renewal period, no less than 60 days prior to the expiration of said period. If the County elects to renew, EDSI shall respond within 30 days of said notice with any requests for exceptions or changes to the original contract terms and any additional provisions provided by the County. If there are no exceptions noted, this contract, including said additional provisions, shall be renewed for the additional term.

28. Termination of the Contract

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- a. If through any fault of its own, EDSI shall fail to fulfill in a timely and proper manner its obligations under this contract, or if EDSI shall violate any of the material covenants, agreements, representations or stipulations of this contract, the County shall have the right to terminate this contract by giving written notice to EDSI of such termination and specifying the effective date thereof. In such event, all finished documents and other materials collected or produced under this contract shall, at the option of the County, become its property. EDSI shall be entitled to receive just and equitable compensation for any work performed in accordance with this contract, except for the extent such work must be duplicated in order to complete the contract. Notwithstanding the foregoing, EDSI shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this contract by EDSI, and the County may withhold payment of any additional sums as security for payment of damages caused by EDSI's breach, until such time as the exact amount of the damages resulting from such breach is determined.
- b. EDSI shall repay to the County within 30 days of termination of the contract any and all cash advances received which exceed actual expenditures for work performed in accordance with this contract. EDSI shall work closely with the County in the liquidation of advances and recovery of unexpended funds.
- c. The County may unilaterally terminate or modify this contract if necessitated by unavailability of or reduction in funding, and/or non-performance by EDSI.
- d. EDSI shall have the right to terminate this contract if the County breaches any of the material covenants, agreements, representations, or stipulations of this contract and has failed to correct such breach within 30 days after receiving written notification from the contractor of the breach. Upon termination, the County shall not be relieved of its duty to pay EDSI for services performed in accordance with the contract and prior to the effective date of termination.

29. Incorporated Documents and Definitions

- a. Documents Included in the Contract
 - i. The following documents are hereby made a part of this Contract by reference, and compliance with the applicable provisions of the documents is a condition of this Contract: Workforce Innovation and Opportunity Act Public Law No: 113-128 (herein after referred to as the "Act" or "WIOA"), WIOA DOL ETA 20 CFR, Part 651, 652, 653, 654, 658, 675, 676, 677, 678, 679, 680, 681, 683, and 686; and DOE Office of Career, Technical and Adult Education, Rehabilitation Services Administration 34 CFR Parts 361 and 463; other applicable federal laws, regulations, orders, circulars and issuances; applicable state laws, regulations, instructions and issuances; Attachment A, "Statement of Work"; Attachment B, "Budget"; Attachment C "Certifications and Assurances"; and Attachment D "Solicitation (Cumberland County WFB RFP No. 18-01-WFD), and EDSI's Proposal" and

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this Offer to Contract.

b. Definitions Incorporated in the Contract

- i. All definitions included in WIOA and the regulations promulgated under WIOA, in other applicable federal statutes, regulations, circulars and directives, and in applicable sections of the North Carolina General Statutes and the North Carolina Administrative Code are incorporated herein by reference, whether defined at the time of this agreement or at any time during the period of the agreement.

c. Special Definitions

- i. Whenever WIOA and the regulations promulgated thereunder permit or require the Governor or the State to define certain words or phrases, or whenever the State or County determines that a definition is necessary, the State or County may define such words or phrases by issuance, rule, directive, bulletin or instruction, and such definitions shall be incorporated herein by reference.

d. Changes in Incorporated Documents and Definitions

- i. The parties are bound by any change in federal and state law that occurs subsequent to the Contract. EDSI shall notify the County of any budget transfers or adjustments made to Attachment B.
- ii. If the cumulative amount of all transfers to and from that budget line item equals or exceeds five percent (5%) of the original amount as stated in Attachment B, no transfer or adjustment to that line item may be made without the written consent of the County. All budget transfer requests must include a brief explanation letter and a revised Attachment B prior to the County issuing written approval.

30. Severability, Discretion of the County, and Open Meetings Law

- a. In the event any provision of this Contract shall be considered unlawful or without effect, it shall be considered severable and shall not affect the remainder of the Contract.
- b. The County shall have the power and discretion to enforce any provision of this contract and to select from among its remedies under this Contract and at law. The failure of the County to enforce a provision shall not constitute waiver of the provision or the Contract.
- c. No action taken by EDSI or its sub-recipients in violation of any applicable provision of the state open meetings law shall be valid.

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31. Force Majeure

- a. The performance of this Contract may be delayed and/or suspended by any act of God, war, civil disorder, employment strike, hazardous or harmful condition, any alleged criminal or reckless act not caused by EDSI, its employees, agents, and subcontractors, or other cause beyond the control of either party ("Force Majeure Event"). Should performance under this Contract be delayed and/or suspended due to any Force Majeure Event, neither party shall be held liable for any default, damage, and/or breach of contract resulting therefrom.

32. Notices

- a. Written notices required by this Contract shall be directed to the following representatives:

Cumberland County Workforce Development Board
C/O Nedra Clayborne Rodriguez
410 Ray Avenue
Fayetteville, North Carolina 28301

EDSI
Kevin Schneiders – CEO
15300 Commerce Dr. North
Dearborn, MI 48120

Or to such other persons and such other addresses as one of the above parties may designate in writing.

33. Order of Precedence of Attachments

- a. In the event of a conflict between this Contract and its attachments, this Contract shall have precedence over all attachments. Attachment B shall have precedence over Attachment A.

34. Entire Contract

- a. This is the entire agreement between the parties and there are no terms or conditions relative to this matter except those specifically set forth herein; time of completion and performance is of the essence in this contract.
- b. IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its designated officials pursuant to the policies and procedures of their respective governing bodies, as of the day and year first above written.

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Nedra Rodriguez, Workforce Development Director, reviewed the background information recorded above and stated the FY19 award will be \$2.15 million. Commissioner Keefe inquired regarding last year's amount and stated this is a new provider. Ms. Rodriguez stated the initial award is always based on estimated allocations and that information is not available until late June or early July. Ms. Rodriguez stated the initial award was similar last year to the one this year and once expenditures are reconciled and the audit is complete, the contract will be amended and brought back to the Board. Ms. Rodriguez stated EDSI, as part of their proposals, stated they will be reaching out and working with community partners as well as veterans in the community.

MOTION: Commissioner Adams moved to award the WIOA Title I Program Services contract to Education Data Systems, Inc. (EDSI).
SECOND: Commissioner Faircloth
VOTE: UNANIMOUS (3-0)

3. CONSIDERATION OF A STANDING OBJECTION TO THE WAIVER OF ANY COURT COST OR FINE IN RESPONSE TO SESSION LAW 2017-57 SECTION 18B.6(A)(B)

BACKGROUND

In late November 2017, the County was notified that we would have the opportunity to appear and be heard on any waiver of court costs or fines imposed in criminal and infraction cases, to be effective December 1, 2017. Since that time, the Administrative Office of the Courts has provided the option of completing the attached form in lieu of having the attorney appear in court.

On the basis of fiscal responsibility, staff is requesting approval to register its objection to waiver or remission of any cost or fine that may be due to the County. We are also requesting approval to waive the request for notice as we no longer wish to receive monthly notices.

RECOMMENDATION/PROPOSED ACTION

Management recommends the Finance Committee approve and forward to the Board of Commissioners the following action:

Approve for the County Attorney to submit the standing objection/waiver of objection by objecting to waiver or remission of any cost under G.S. 7A-304 or fine that may be due the County (check box 1.a.); a waiver for the monthly notice to be discontinued (check box 2.a.).

Vicki Evans, Finance Director, reviewed the background information and recommendation/proposed action recorded above.

Commissioner Adams stated he would seek to recuse himself from as the matter has a direct consequence to day job (attorney). Commissioner Faircloth asked whether management's recommendation was to approve to which Amy Cannon, County Manager, responded in the affirmative.

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MOTION: Commissioner Faircloth moved to approve for the County Attorney to submit the standing objection/waiver as recommended.

SECOND: Commissioner Keefe

VOTE: UNANIMOUS (2-0) (Commissioner Adams was recused)

Commissioner Keefe referenced the monthly updates recorded below. There were no questions or discussion.

4. MONTHLY UPDATES

A. HEALTH INSURANCE

BACKGROUND:

Claims for April 2018 are up 28% from April 2017 (month to month) and running comparable to FY17. To provide some perspective on the claims, below is the 10-month average for the past 5 fiscal years. This average represents the average claims for July – April of each fiscal year.

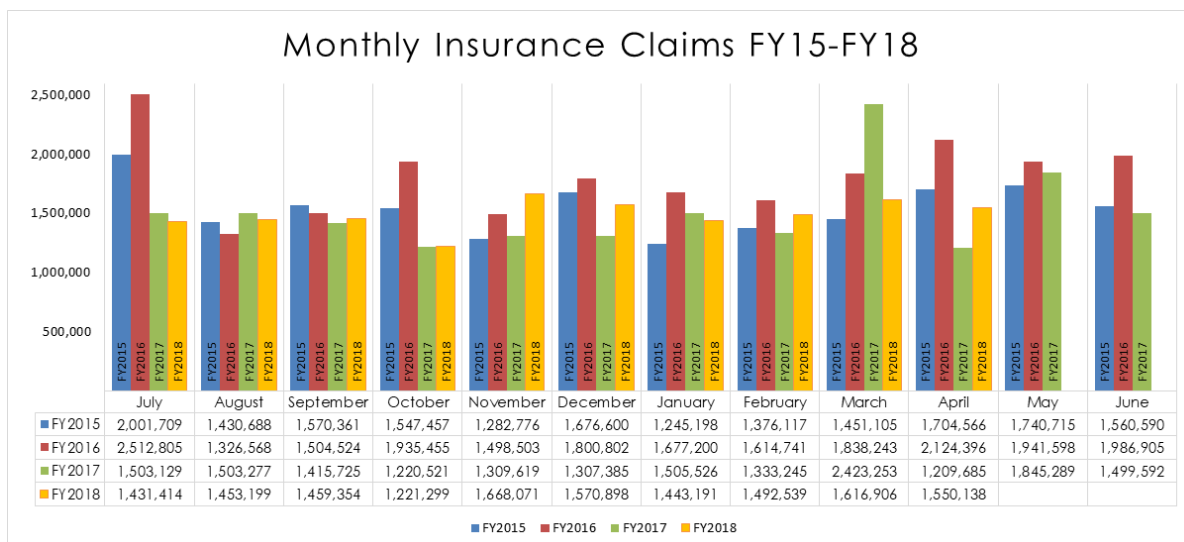
Average claims per fiscal year for July – April:

FY13 \$1,249,846
 FY14 \$1,246,703
 FY15 \$1,528,658
 FY16 \$1,783,324
 FY17 \$1,473,137
 FY18 \$1,490,701

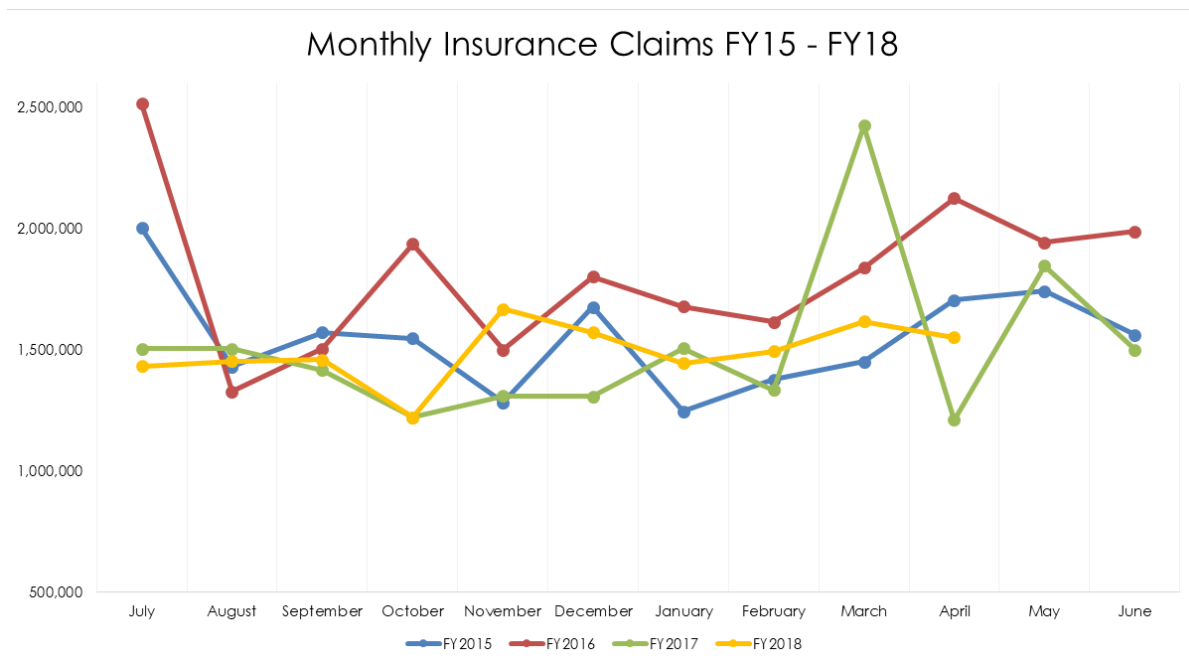
The attached graphs are provided as an aid to the analysis.

RECOMMENDATION/PROPOSED ACTION:

No action needed – for information only.



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B. CDBG-DR

CUMBERLAND COUNTY CDBG-DR PROGRAM UPDATE FOR THE JUNE 7, 2018 FINANCE COMMITTEE MEETING

Status as of May 29, 2018:

Total Applications	Application Intake (Step 1)	State Eligibility Check (Step 2)	State Duplication of Benefits Check (Step 3)	Under Further Review
237	102 (19 county/83 city)	43 (4 county/39 city)	70 (14 county/56 city)	22
Inspection & Environmental Review (Step 4)	Grant Determination (Step 5)	Contractor Selection (Step 6)	Construction (Step 7)	Completion (Step 8)
11	0	0	0	0

**Steps 2-3 performed by State; Steps 1, 4-8 performed by County/City*

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Milestones/Activities:

- Request for Project Management Proposal – Selection Committee Review June 4, 2018
- Ongoing– County will process applications, incomplete applications and submit for review; State will determine eligibility; State will handle environmental review processes;
- County CD Rehab staff have conducted site inspections on properties that are in the Step 3 DOB stage – 2 completed; 5 in progress
- City CD staff have conducted site inspections on properties that are in the Step 3 DOB stage – 2 completed; 2 in progress
- Prepare project detail form for State environmental review process – Robins Meadow Phase II; Day Resource Center in Homeless Initiative Committee for discussion on site determination

Current Staffing:

- State: – David Cauthorn, CD Specialist II, Dept. of Public Safety – (Community Outreach for CDBG-DR) – Temporary Office Room 119 – Historic Courthouse; 130 Gillespie St.
- Cumberland County:
 - Sylvia McLean, P.T. Community Development (CD) Consultant; Terrinique Washington, Admin Support Specialist; Tye Vaught, Admin Program Officer II;
 - Temporary Staff: Interviews completed –Admin Housing Coordinator II; - *projected June 25; Housing Project Manager – re-advertised 5/30/18*
- City of Fayetteville: Jay Reinstein and Cindy Blot are City representatives/contacts

Hours of Operation:

- Monday – Friday, 9 a.m. to 4 p.m.

C. FINANCIAL REPORT

BACKGROUND:

The financial report is included which shows the fiscal year 2018 April year-to-date budget to actual (cash received/cash paid) comparison. Additional detail has been provided on a separate page explaining any percentages that may appear inconsistent with year-to-date budget expectations.

RECOMMENDATION/PROPOSED ACTION:

No action needed – for discussion and information purposes only.

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	FY16-17	FY17-18	FY17-18	YTD ACTUAL	PERCENT OF	
REVENUES	AUDITED	ADOPTED BUDGET	REVISED BUDGET	AS OF April 30, 2018	BUDGET TO DATE	*
Ad Valorem Taxes						
Current Year	\$ 156,131,527	\$ 160,312,162	\$ 160,312,162	\$ 161,845,610	101.0%	(1)
Prior Years	1,046,732	1,121,000	1,121,000	987,022	88.0%	
Motor Vehicles	17,683,864	18,070,242	18,070,242	13,557,985	75.0%	(2)
Penalties and Interest	650,368	667,602	667,602	648,109	97.1%	
Other	1,018,563	930,279	930,279	808,723	86.9%	
Total Ad Valorem Taxes	176,531,054	181,101,285	181,101,285	177,847,448	98.2%	
Other Taxes						
Sales	41,517,943	41,760,036	41,760,036	23,976,259	57.4%	(3)
Real Estate Transfer	1,091,362	700,000	700,000	852,674	121.8%	
Other	1,114,408	1,111,500	1,111,500	508,617	45.8%	
Total Other Taxes	43,723,713	43,571,536	43,571,536	25,337,549	58.2%	
Unrestricted & Restricted Intergovernmental Revenues	75,613,483	67,300,253	70,826,215	39,669,317	56.0%	(4)
Charges for Services	13,832,010	12,056,608	12,078,908	8,828,460	73.1%	
Other Sources (includes Transfers In)	8,945,521	6,988,890	7,045,838	6,297,399	89.4%	(5)
Proceeds Refunding Bonds		-	23,005,000	23,005,000	100.0%	(6)
Premium on COPS Sold		-	4,285,558	4,285,557	100.0%	(6)
County Closing Contribution		-	254,736	254,735	100.0%	(6)
Lease Land CFVMC	3,714,637	3,714,637	3,714,637	3,813,452	102.7%	(7)
Total Other	12,660,158	10,703,527	38,305,769	37,656,143	98.3%	
Total Revenue	\$ 322,360,418	\$ 314,733,209	\$ 345,883,713	\$ 289,338,919	83.7%	
Fund Balance Appropriation		8,889,652	16,550,834	-	0.0%	(8)
Total Funding Sources	\$ 322,360,418	\$ 323,622,861	\$ 362,434,547	\$ 289,338,919	79.8%	

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Fiscal Year 2018 - April Year-to-Date Actuals	
Additional Detail	
General Fund Revenues	
*	
(1)	Current Year Ad Valorem - Actuals are at 101.0% of budget as of 4/30/18. 98.35% of the levied tax as of 4/30/18.
(2)	Motor Vehicles 88.0% - YTD Actual reflects 9 months of collections.
(3)	Sales Tax 57.4% - YTD Actual reflects 7 months of collections.
(4)	Unrestricted/Restricted Intergovernmental Revenues 55.5% - lag in revenue is typically one month.
(5)	Other Sources (includes Transfers In) 89.5% - Rental income makes up majority of actual receipts. The majority of remaining balance is budgeted as a transfer in to fund the Board of Ed debt payment toward year-end.
(6)	Proceeds, Premium, Closing 100% - COPS/LOBS refunding of \$23M closed in August 2017. (Correlates with item (9) on report of expenditures.)
(7)	Lease Land CFVMC 102.7% - paid in full.
(8)	Fund Balance Appropriation 0% - Direct entries are not made to fund balance throughout the fiscal year.
General Fund Expenditures	
**	
(1)	Board of Elections 34.6% - capital purchase budgeted for \$809,045 has not yet been purchased.
(2)	Debt Service 72.1% - large debt payment was made in December
(3)	Youth Diversion 6.9% - expenditures for this program tend to occur later in the fiscal year. Conference scheduled during the month of December.
(4)	Engineering 34.3% - Revised budget reflects \$1.2M addition for stream debris removal grant for which no expenditures have been incurred. A budget revision was done in December to move this grant over to Engineering since they will be completing the projects.
(5)	Economic Physical Development 100% - NC Southeast contribution has been paid in full.
(6)	Industrial Park 3.6% - maintenance at Cedar Creek Industrial Park has not yet been completed.
(7)	Economic Incentive 14.1% - economic incentives are budgeted at 100% of agreements but are not paid unless/until the company complies.
(8)	Water and Sewer 0% - Funds budgeted for Overhills W&S have not yet been expended.
(9)	Transfers Out 68.1% - transfers out typically occur near year-end.
(10)	Refunding of 2009A and 2011B LOBS 100% - refunding of \$23M closed in August 2017. (Correlates with item (6) on report of revenues.)
(11)	Capital Outlay 49.7% - Board of Elections capital equipment and FTCC capital outlay budgeted but not incurred or encumbered makes up the majority of unutilized budget.

5. OTHER ITEMS OF BUSINESS

There were no other items of business.

MOTION: Commissioner Keefe moved to go into closed session for Attorney Client Matter(s) pursuant to NCGS 143-318.11(a)(3).
 SECOND: Commissioner Faircloth
 VOTE: UNANIMOUS (3-0)

MOTION: Commissioner Faircloth moved to reconvene in open session.
 SECOND: Commissioner Adams
 VOTE: UNANIMOUS (3-0)

There being no further business, the meeting adjourned at 9:25 a.m.



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 6/10/2018

**SUBJECT: POLICY REVISION AND RESOLUTION TO ENGAGE IN ELECTRONIC
PAYMENTS AS DEFINED BY G.S. 159-28**

BACKGROUND

At the June 7, 2018 Policy Committee meeting the finance director informed the committee that the County has been engaging in electronic transactions for many years. The policy change will reflect that practice. In March 2018, the Local Government Commission provided specific guidance related to what local governments across the state have been practicing. That guidance included a required update to the County's financial policies (see sections 4.3 and 5.2.2 for revisions) and a Board adopted resolution authorizing the County to engage in electronic transactions without affixing a pre-audit certificate. The Policy Committee voted to approve this item after discussion.

RECOMMENDATION / PROPOSED ACTION

Follow the Policy Committee's recommendation to approve the revised financial policies and the resolution authorizing the County to engage in electronic payments as defined by G.S. 159-28.

ATTACHMENTS:

Description	Type
Financial Policies	Backup Material
Resolution to Engage in Electronic Transactions	Backup Material

Cumberland County

Section I – Board Approved Policies

Subsection 3: Cumberland County Financial / Audit

Policy No. 3-1: Financial Policies

The original submission of the Cumberland County Financial Policies was approved by the Board of Commissioners on September 2, 2008. The Financial Policies were brought back for revision and approved by the Finance Committee on March 3, 2011 and approved at the March 21, 2011 Board of Commissioners Meeting.

1.0 PURPOSE

The County of Cumberland has established comprehensive financial policies supporting management of our financial resources by providing effective control, prudent decision making and compliance with legal requirements.

2.0 SCOPE

The essential goals to be accomplished through consistent application of these policies include:

- To align long-term financial planning with short-term daily operations and decision-making.
- To maintain and improve the County's financial position.
- To maintain the County's credit ratings by meeting or exceeding the requirements of rating agencies through sound, conservative financial decision making.
- To comply with the North Carolina Budget and Fiscal Control Act and the policies of the North Carolina Local Government Commission (the "LGC").
- To ensure cost effective, efficient and timely procurement of necessary goods and services to enable County departments in achieving their mission of effective service delivery to all citizens.
- To provide credibility to the citizens of the County regarding financial operations through active investment, debt and procurement management as well as financial planning and monitoring.

3.0 STATEMENT OF POLICIES

The financial policies are broken into three separate categories: Operating Budget / Fund Balance Policies, Asset Liability Management Policies and Accounting, Auditing and Financing Reporting Policies.

The Cumberland County Board of Commissioners (the “Board”) is a seven-member board, with each member serving a four-year term. To enhance communication and effective decision making, four subcommittees of the Board have been in existence for many years. These three-member subcommittees have been structured to focus on the following areas; Finance, Policy, Personnel, and Facilities issues. Each committee meets monthly as needed, in a published, open meeting. The Finance Committee serves as the Audit Committee of the County and makes recommendations to the full Board upon review of issues that have a fiscal impact upon the County. Periodically, the Finance Director updates the Committee on the financial condition of the County as a part of their monthly agenda. The annual audit is presented in detail to the Board annually at a night meeting which is televised on a local channel for the citizens of Cumberland County.

4.0 OPERATING BUDGET / FUND BALANCE POLICIES

4.1 Budget Guidelines

- 4.1.1 The County’s Annual Budget Ordinance will be balanced in accordance with the Local Government Budget and Fiscal Control Act (G.S. 159-8(a)).
- 4.1.2 The County’s operating budget will be prepared in accordance with Generally Accepted Accounting Principles.
- 4.1.3 The County’s Annual Budget Ordinance will be adopted by each July 1 (G.S. 159-13(a)).
- 4.1.4 The annual budget shall be developed as a financial plan to achieve long-term and short-term goals adopted by the Governing Board and as an operational guide for provision of programs and services to the community.

4.2 Revenue Policy

- 4.2.1 Ad Valorem Tax – As provided by the North Carolina Budget and Fiscal Control Act, estimated revenue from the Ad Valorem Tax levy will be budgeted as follows:

- a. Assessed valuation will be estimated based upon historical trends and growth patterns in a conservative manner.
- b. The estimated percentage of collection will not exceed the actual collection percentage of the preceding fiscal year, in accordance with State law.
- c. The property tax rate will be set each year based upon the costs of providing general governmental services, meeting debt service obligations and maintaining any reserves or fund balances the Board deems necessary.

4.2.2 Economically Sensitive Revenues – The County has certain revenues, specifically occupancy, food and beverage, and sales taxes that can be adversely affected by regional and national economic conditions and military deployments. These revenues shall be budgeted in a conservative manner.

4.2.3 User Fees – The Board will establish all user fees annually. The user fees will maximize charges for services that can be individually identified and where costs are directly related to the provision of or to the level of service provided.

Emphasis on user fees results in the following benefits:

- The burden on the Ad Valorem tax is reduced.
- User fees are paid by all users, including those exempt from property taxes.
- User fees help minimize subsidization in any instance where there are requirements in order to qualify for the use of the service and the service is not provided to the general public.
- User fees produce information on the demand level for services and help to make a connection between the amount paid and the services rendered.

4.2.4 Interest Income – Interest income is subject to variability based upon changes in prevailing interest rates, which cannot be predicted with certainty. Such revenue shall therefore be budgeted in a conservative manner within the Annual Budget Ordinance and shall comply with Section III of this policy regarding Asset – Liability Management.

4.2.5 Grant Funding – Staff will pursue opportunities for grant funding. Application for grant funding will be made after a grant has been evaluated for consistency with the Board's goals and compatibility with County programs and objectives. Staff must have prior approval from the County Manager to apply for a grant. All awarded grants can only be accepted by Board action at which time the related budget shall be established.

- a. Grants that have been awarded in prior years and are recurring in nature will be included and addressed through the annual budget process.
- b. Grants that fund operating expenditures but have a funding termination date must fully disclose that fact to the Board prior to acceptance.
- c. The grant manager for each grant shall be the related department head. The grant manager is responsible for all grant monitoring, compliance and reporting. The grant manager will provide copies of all documents to the Finance Department. The Finance Department will maintain a grant file by fiscal year for each active grant.
- d. Existing exceptions that relate to annual allocation amounts must be approved by County Finance

4.3 Expenditure Policy – Expenditures will be processed in accordance with the requirements of G.S. 159-28, Budgetary Accounting for Appropriations.

- 4.3.1 Expenditure budgets shall be monitored throughout the fiscal year by department heads, the Finance Department and the County Manager. Budget compliance is the responsibility of the department head and the Finance Director.
- 4.3.2 Budgeted funds will only be spent for categorical purposes for which they are intended. The annual operating budget ordinance defines staff authorization for operating budget adjustments. Appropriations of debt proceeds will be made only for the purpose for which such debt instrument was issued or for the payment of debt principal and interest. Donations will be spent only toward the intent for which they were given.
- 4.3.3 For continuing contracts, funds will be appropriated in the annual budget ordinance to meet current year obligations arising under the contract, in accordance with G.S. 160A-17.
- 4.3.4 Payroll will be processed in accordance with the requirements of the Fair Labor Standards Act. Overtime and benefit payments will be made in accordance with the County's Personnel Ordinance.
- 4.3.5 The County will fund current expenditures with current resources and will strive to avoid balancing budgets utilizing one-time revenues, in accordance with the Fund Balance Policy below.
- 4.3.6 The County will employ the use of the carryover method for re-appropriating outstanding purchase orders and contracts as of the end of

each fiscal year into the new fiscal year. The process shall be explained in detail in each year's budget ordinance. Cumberland County has a revenue spending policy that provides guidance for programs with multiple revenue sources. The Finance Officer will use resources in the following hierarchy: bond proceeds, federal funds, state funds, local fees, and then county funds. For purposes of fund balance classification expenditures are to be spent from restricted fund balance first, followed in-order by committed fund balance, assigned fund balance and lastly unassigned fund balance. The Finance Officer has the authority to deviate from this policy if it is in the best interest of the County.

4.4 Reserve / Fund Balance Policy

- 4.4.1 In accordance with State statute, appropriated fund balance in any fund will not exceed the sum of cash and investments less the sum of liabilities, encumbrances, and deferred revenues arising from cash receipts.
- 4.4.2 The County will maintain a General Fund unassigned fund balance of no less than 10% which exceeds the minimum eight percent (8%) recommended by the LGC. Additionally, the target goal for total spendable fund balance will be at least 15% of total expenditures for the fiscal year. The annual appropriation for subsequent years' expenditures should not exceed 3% of budgeted recurring general fund expenditures.
 - a. Purpose of Reserve: These funds will be utilized to avoid cash flow interruptions, generate interest income, eliminate the need for short-term borrowing, and maintain the County's credit ratings.
 - b. Reserve Draw Downs: The fund balance may be purposefully drawn down below the target percentage for emergencies, nonrecurring expenditures, or major capital projects.
 - c. Reserve Replenishment: If the fund balance falls below the target percentage for two consecutive fiscal years, the County will replenish funds by direct appropriation beginning in the following fiscal year. In that instance, the County will annually appropriate 20% of the difference between the target percentage level and the actual balance until the target level is met.
- 4.4.3 Any General Fund unassigned fund balance that exceeds the 10% target goal may be reserved for onetime future projects.
- 4.4.4 The County will appropriate within the annual budget a General Fund Contingency appropriation each fiscal year of at least \$500,000.

- 4.4.5 The County shall maintain a School Capital Reserve account and all funds accumulated shall be used for debt service on school related debt and other school capital needs.
- a. Based on the North Carolina Association of County Commissioner's methodology for calculating statutory Article 40 and 42 set asides for school construction, the Board has committed these sales tax funds to the purposes listed immediately above.
 - b. All Public School Building Capital Fund ("ADM money") and Lottery proceeds shall be budgeted within the School Capital Reserve account and shall be used for debt service for school related debt and for school construction needs as appropriate.
- 4.4.6 Assigned for subsequent years' expenditures is the portion of fund balance that has been approved by formal action of the Board of County Commissioners for appropriation into the next fiscal year. A modification of this amount requires action by the Board. The Board may at its discretion, make other assignments of fund balance. The Board authorizes the County Manager to amend these assigned amounts to comply with the County's fund balance percentage policies.

5.0 ASSET LIABILITY MANAGEMENT POLICIES

5.1 Capital Investment and Debt Policy

5.1.1 Capital Improvements Plan

- a. The County will update a five-year capital improvement plan (CIP) which projects capital needs and details the estimated costs, description and anticipated funding sources for capital projects.
- b. The annual update of the CIP will be presented at the Board's Budget Planning retreat and included in the annual operating budget process.
- c. The first year of the five-year CIP will be the basis of formal fiscal year appropriations during the annual budget process.
- d. The CIP will generally address those capital assets with a value of \$100,000 or more and a useful life of five years or more.
- e. The County includes equipment and furnishings as well as projected annual operating costs in the appropriate year in the CIP.

- f. The County acknowledges pay-as-you-go financing as a significant capital financing source, but will ultimately determine the most appropriate financing structure for each capital project on an individual basis after examining all relevant factors of the project.

5.1.2 Ten Year School Facilities Plan

The County requires an annual update from the Cumberland County Board of Education of its Ten Year School Facilities Plan. The County fully expects to see all new capital projects first appear in the ninth or tenth year of the school facilities plan unless dictated otherwise by State or Federal mandates of new sources of funds, such as a State bond issue for local consideration.

5.1.3 Fixed Assets

The capitalization threshold for fixed assets shall be \$5,000 and \$7,500 for capital improvements. The threshold will be applied to individual fixed assets and not to groups of fixed assets. Fixed assets will be capitalized if they have a useful life of one year or more following the date of acquisition.

5.1.4 Debt Policy

- a. Debt will only be incurred for financing capital assets that, because of their long-term nature or because of budgetary restraints, cannot be acquired from current or budgeted resources. Debt will not be used for operational needs. Debt financing can include general obligation bonds, revenue bonds, certificates of participation, lease/purchase agreements, special obligation bonds, or any other financing instrument allowed under North Carolina law.

- b. The County will seek to structure debt and to determine the best type of financing for each financing need based on the flexibility needed to meet project needs, the timing of the project, taxpayer or rate payer equity, and the structure that will provide the lowest interest cost in the circumstances. The following guidelines will be used when structuring debt:

- 1) Debt will be amortized on a level principal or level principal and interest basis, depending upon the specific nature of the financing.
- 2) Maximum term of amortization of principal will be twenty-five years, twenty years for general obligation debt. Average life of outstanding debt will not exceed fifteen years.

- 3) For general obligation debt, fifty percent of the total outstanding debt will be amortized in the first ten years of total debt outstanding.
 - 4) Fixed rate will be the predominant interest rate for County issuance. Variable rate debt will be considered on a case-by-case basis and will not exceed fifteen percent of total outstanding debt of the County. Issuance of variable rate debt will be undertaken after considering interest rate risk, ability to hedge risk in the annual budget, internal levels of fund balance, and other elements of interest rate risk management.
- c. Debt financing will be considered in conjunction with the County's CIP. Debt financing will also be considered in the Board's review of facility plans presented by the Board of Education.
 - d. Upon Board approval of a capital project and a determination that the project will be financed through issuance of debt, The Board will increase the property tax rate in an amount equivalent to the additional annual operating costs and principal and interest payments in the upcoming fiscal year, if deemed necessary.
 - e. The County will strive to maintain a high level of pay-as-you-go financing for its capital improvements.
 - f. Debt Affordability
 - 1) The net debt of the County, as defined in G.S. 159-55, is statutorily limited to eight percent of the assessed valuation of the taxable property within the County. The County will utilize a self-imposed ceiling of 4%.
 - 2) Total General Fund debt service will not exceed the limits imposed by the LGC. As a guide, formulas established by the LGC and rating agencies will be monitored and appropriately applied by the County. Debt service as a percentage of the general fund budget will be targeted not to exceed 15%.
 - g. The County will seek to structure debt in the best and most appropriate manner to be consistent with Asset – Liability Management policies.

- h. The County will seek to employ the best and most appropriate strategy to respond to a declining interest rate environment. That strategy may include, but does not have to be limited to, delaying the planned issuance of fixed rate debt, examining the potential for refunding of outstanding fixed rate debt, and the issuance of variable rate debt. The County will seek to employ the best and most appropriate strategy to respond to an increasing interest rate environment. That strategy may include, but does not have to be limited to, the issuance of variable rate debt (a historically lower interest cost), or any other methodology deemed appropriate.
- i. The County will monitor the municipal bond market for opportunities to obtain interest rate savings by refunding on a current or advance basis for outstanding debt. The estimation of net present value savings for a traditional fixed rate refunding should be, at a minimum, in the range of 2.5% to 3% of the refunded maturities before a refunding process begins.
- j. The County will strive for the highest possible bond ratings in order to minimize the County's interest costs.
- k. The County will normally obtain at least two ratings (Moody's and Standard & Poor's) for all publicly sold debt issues.
- l. While some form of outstanding debt exists, the County will strive to have a portion of that debt in the form of general obligation debt.
- m. The County will provide annual information updates to each of the debt rating agencies.
- n. The County will use the Comprehensive Annual Financial Report (the "CAFR") as the disclosure document for meeting its obligation to provide certain annual financial information to the secondary debt market via various information repositories. The annual disclosure is a condition of certain debt covenants and contracts that are required by SEC Rule 15c2-12.

5.2 Cash Management and Investment Policy

5.2.1 Receipts

- a. Cash receipts will be collected as expediently as reasonably possible to provide secure handling of incoming cash and to move these monies into interest bearing accounts and investments.

- b. All incoming funds will be deposited daily as required by State law.
- c. The Finance Director is responsible for coordinating at least two random or risk based internal audits of cash receipting locations per fiscal year.

5.2.2 Cash Disbursements – All disbursements will be made in accordance with the Expenditure Policy (Section 4.3). Electronic payment transactions are allowed.

- a. The County's objective is to retain monies for investment for the longest appropriate period of time.
- b. Disbursements will be made timely in advance of or on the agreed-upon contractual date of payment unless earlier payment provides greater economic benefit to the County.
- c. Inventories and supplies will be maintained at minimally appropriate levels for operations in order to increase cash availability for investment purposes.
- d. Dual signatures are required for County checks. Electronic signature of checks is approved.

5.2.3 Investment Policy

a. Policy

It is the policy of the County to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow requirements of the County and conforming to all State statutes governing the investment of idle funds.

b. Scope

This investment policy applies to all financial assets of the County except authorized petty cash, trust funds administered by the Social Services Director, and debt proceeds, which are accounted for and invested separately from pooled cash. The County pools the cash resources of its various funds and participating component units into a single pool in order to maximize investment opportunities and returns. Each fund's and participating component unit's portion of

total cash and investments is tracked by the financial accounting system.

c. Prudence

- 1) The standard of prudence to be used by authorized staff shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
- 2) Authorized staff acting in accordance with procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

d. Authorized Staff

- 1) G.S. 159-25(a)6 delegates management responsibility for the investment program to the Finance Director. The Finance Director will establish and maintain procedures for the operation of the investment program that are consistent with this policy. Such procedures will include delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director. The Finance Director will be responsible for all transactions undertaken and will establish and maintain a system of controls to regulate the activities of subordinates.
- 2) In the absence of the Finance Director and those to which he or she has delegated investment authority, the County Manager or his or her designee is authorized to execute investment activities.

e. Objectives

The County's objectives in managing the investment portfolio, in order of priority, are safety, liquidity, and yield.

1) Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To best mitigate against credit risk (the risk of loss due to the failure of the security issuer) diversification is required. To best mitigate against interest rate risk (the risk that changes in interest rates will adversely affect the market value of a security and that the security will have to be liquidated and the loss realized) the second objective, adequate liquidity, must be met.

2) Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating and debt service cash requirements that may be reasonably anticipated. The portfolio will be structured so that securities mature concurrent with cash needs (static liquidity), with securities with an active secondary market (dynamic liquidity), and with deposits and investments in highly liquid money market and mutual fund accounts.

3) Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary, economic and interest rate cycles, taking into account investment risk constraints and liquidity needs.

f. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose to the County Manager any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial or investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individuals with whom business is conducted on behalf of the County.

g. Authorized Financial Dealers and Financial Institutions

The Finance Director will maintain a list of financial institutions that are authorized to provide investment services. Authorized financial institutions will be selected by credit worthiness. These may include “primary” dealers or regional dealers that qualify under SEC Rule 15C3-1 (uniform net capital rule).

h. Any financial institutions and broker dealers that desire to become qualified to conduct investment transactions with the County must supply the Finance Director with the following:

- 1) Audited financial statements;
- 2) Proof of National Association of Securities Dealers certification;
- 3) Proof of State registration; and
- 4) Certification of having read the County’s Investment Policy.

i. Any previously qualified financial institution that fails to comply or is unable to comply with the above items upon request will be removed from the list of qualified financial institutions.

j. The Finance Director shall have discretion in determining the number of authorized financial institutions and may limit that number based upon the practicality of efficiently conducting the investment program. The Finance Director shall also have the discretion to add or remove authorized financial institutions based upon potential or past performance.

1) Internal Control

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and that the valuation of costs and benefits requires the use of estimates and judgments by management.

2) Collateralization

Collateralization is required for certificates of deposit. North Carolina General Statutes allow the State Treasurer and the Local Government Commission to prescribe rules to regulate the collateralization of public deposits in North Carolina banks. These rules are codified in the North Carolina Administrative Code – Title 20, Chapter 7 (20 NCAC 7). The Pooling Method of collateralization under 20 NCAC 7 allows depositories to use an escrow account established with the State Treasurer to secure the deposits of all units of local government. This method transfers the responsibility for monitoring each bank's collateralization and financial condition from the County to the State Treasurer. The County will only maintain deposits with institutions using the Pooling Method of collateralization.

3) Delivery and Custody

All investment security transactions entered into by the County shall be conducted on a delivery versus payment basis. Securities will be held by a third party custodian designated by the Finance Director and each transaction will be evidenced by safekeeping receipts and tickets.

4) Authorized Investments

A. The County is empowered by North Carolina G.S. 159-30(c) to invest in certain types of investments. The Board of Commissioners approves the use of the following types, the list of which is more restrictive than G.S. 159-30(c):

- 1) Obligations of the United States or obligations fully guaranteed as to both principal and interest by the United States.
- 2) Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Housing Administration, and the United States Postal Service.

- 3) Obligations of the State of North Carolina.
- 4) Bonds and notes of any North Carolina local government or public authority that is rated “AA” or better by at least two of the nationally recognized ratings services or that carries any “AAA insured” rating.
- 5) Fully collateralized deposits at interest or certificates of deposit with any bank, savings and loan association or trust company that utilizes the Pooling Method of collateralization.
- 6) Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligation.
- 7) Bankers’ acceptance of a commercial bank or its holding company provided that the bank or its holding company is either (i) incorporated in the State of North Carolina or (ii) has outstanding publicly held obligations bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligations.
- 8) Participating shares in a mutual fund for local government investment, provided that the investments of the fund are limited to those qualifying for investment under G.S. 150-30(c) and that said fund is certified by the LGC. (The only such certified fund is the North Carolina Capital Management Trust.)

B. Prohibited Forms of Investments

- 1) The use of repurchase agreements in the normal investment portfolio (not debt proceeds) is prohibited.
- 2) The use of collateralized mortgage obligations is prohibited.
- 3) The use of any type of securities lending practices is prohibited.

5) Diversification

- A. Investments will be diversified by security type and by institution.
- B. The total investment in certificates of deposit shall not exceed 25% of the County's total investment portfolio and the investment in certificates of deposit with a single financial institution shall not exceed \$3,000,000.
- C. The total investment in commercial paper shall not exceed 10% of the County's total investment portfolio and the investment in commercial paper of a single issuer shall not exceed \$4,000,000.
- D. The total investment in bankers' acceptances shall not exceed 10% of the County's total investment portfolio and the investment in bankers' acceptances of a single issuer shall not exceed \$7,000,000.
- E. The Finance Director is responsible for monitoring compliance with the above restrictions. If a violation occurs, the Finance Director shall report such to the County Manager and to the Board along with a plan to address the violation.

6) Maximum Maturities

- A. To the extent possible, the County will attempt to match its investments with anticipated cash flow requirements. Beyond identified cash flow needs, investments will be purchased so that maturities are staggered.

B. The following maturity limits are set for the County's investment portfolio:

- 1) No investment will have a maturity of more than two years without authorization from the County Manager.
- 2) No more than 10% of the total investment portfolio will be invested with a maturity longer than one year but less than two years. Because the total investment portfolio may fluctuate due to cash flow needs, investments with a maturity up to two years may exceed the calculated total. If this should occur, investments should not be liquidated to comply with this policy but future investing with maturities up to two years shall be avoided until the designated level is achieved.

7) Selection of Securities

The Finance Director or his or her designee will determine which investments shall be purchased and sold and the desired maturity date(s) that are in the best interest of the County. The selection of an investment will involve the evaluation of, but not limited to, the following factors: cash flow projections and requirements; current market conditions; and overall portfolio balance and makeup.

8) Responses to Changes in Short Term Interest Rates

- A. The County will seek to employ the best and most appropriate strategy to respond to a declining short-term interest rate environment. The strategy may include, but does not have to be limited to, purchases of callable "cushion" bonds, lengthening of maturities in the portfolio, and increases in the percentage of ownership of treasury notes relative to that of treasury bills.
- B. The County will seek to employ the best and most appropriate strategy to respond to an increasing short-term interest rate environment. That strategy may include, but does not have to be limited to,

purchases of “step-up” securities, shortening of maturities in the portfolio, the use of floating rate investments, and increases in the percentage of ownership of treasury bills relative to that of treasury notes.

9) Performance Standards

- A. The investment portfolio will be managed in accordance with the parameters specified within this policy. The investment portfolio will strive to obtain a market average rate of return within the constraints of the county’s investment risk profile and cash flow needs.
- B. The performance benchmarks for the performance of the portfolio will be rates of return on 90-day commercial paper and on three-year treasury notes.

10) Active Trading of Securities

It is the County’s intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal. However, if economic or market conditions change making it in the County’s best interest to sell or to trade a security before maturity, that action may be taken.

11) Pooled Cash and Allocation of Interest Income

All monies earned and collected from investments other than bond proceeds will be allocated monthly to the various participating funds and component units based upon the average cash balance of each fund and component unit as a percentage of the total pooled portfolio. Earnings on bond proceeds will be directly credited to the same proceeds.

12) Market to Market

A report of the market value of the portfolio will be generated annually by the Finance Director. The Finance Director will use the reports to review the investment portfolio in terms of value and price volatility, as well as for compliance with GASB Statement #31.

6.0 ACCOUNTING, AUDITING AND FINANCIAL REPORTING POLICIES

6.1 General Policy

- 6.1.1 The County will maintain accounting systems in compliance with the North Carolina Local Government Budget and Fiscal Control Act. The County will maintain accounting systems that enable the preparation of financial statements in conformity with generally accepted accounting principals (GAAP).
 - a. The basis of accounting within governmental funds will be modified accrual.
 - b. The basis for accounting within all Enterprise and Internal Service Funds will be the accrual basis.
- 6.1.2 Financial systems will be maintained to enable the continuous monitoring of revenues and expenditures or expenses with monthly reports provided to the County Manager and the Finance Director. Financial summaries will be provided to the Finance Committee at their regularly scheduled meetings. Monthly expenditure/expense reports will be provided to each director and department head for their functional area and online, real time, view only, access to the financial system will be made available to department heads and other staff as much as practical and its use encouraged. On a periodic basis an interim financial update will be provided to the Board of County Commissioners.
- 6.1.3 The County will place emphasis on maintenance of an accounting system which provides strong internal budgetary and financial controls designed to provide reasonable, but not absolute, assurance regarding both the safeguarding of assets against loss from unauthorized use or disposition and the reliability of financial records for preparing financial statements and reports, as well as the accountability of assets.
- 6.1.4 An annual audit will be performed by an independent certified public accounting firm that will issue an opinion on the annual financial statements as required by the Local Government Budget and Fiscal Control Act.
- 6.1.5 The County will solicit proposals from qualified independent certified public accounting firms for audit services. The principal factor in the audit procurement process will be the auditor's ability to perform a quality audit. The County will enter into a multiyear agreement with the selected firm. Firms are not barred from consecutive contract awards.

- 6.1.6 The Finance Committee of the Board will serve as the standing audit committee. The committee will oversee the independent audit of the county's financial statements, from the selection of the auditor to the resolution of any audit findings. A staff report concerning the annual audit will be presented to the Committee and the Board of County Commissioners.
- 6.1.7 The Finance Department/Internal Auditor will conduct some form of internal audit procedures at least one time per year, specifically focusing upon cash receipts procedures.
- 6.1.8 The County will prepare a CAFR. The CAFR will be prepared in compliance with established criteria to obtain the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting and will be submitted to that award program each year.
- 6.1.9 Full and complete disclosure will be provided in all regulatory reports, financial statements and debt offering statements.
- 6.1.10 The County will use the CAFR as the disclosure document for meeting its obligation to provide certain annual financial information to the secondary debt market via various information repositories. The annual disclosure is a condition of certain debt covenants and contracts that are required by SEC Rule 15c2-12.
- 6.1.11 The Finance Department will maintain a Financial Procedures Manual as a central reference point and handbook for all financial, accounting and recording procedures.
- 6.1.12 The Information Technology Department will establish, document and maintain a Computer Disaster Recovery Plan and will provide for the daily backup of data and the offsite storage of the same.

7.0 SWAP POLICY

Use of synthetic debt transactions by use of swaps is permitted by Local Government Commission policy for selected counties and cities. Currently the County does not view synthetic debt transactions as consistent with its overall financial policies. The County will continue to review the potential for synthetic debt transactions using swaps and will adopt a formal swap policy to the extent needed in the future.

<END>

County of Cumberland
Resolution authorizing County of Cumberland
to engage in electronic payments as defined by G.S. 159-28

WHEREAS, it is the desire of the Board of County Commissioners that the County of Cumberland is authorized to engage in electronic payments as defined by G.S. 159-28;

WHEREAS, the Board of County Commissioners has adopted a written policy for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03.0409;

WHEREAS, the Board of County Commissioners has adopted a written policy for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Cumberland

Section 1. Authorizes the County of Cumberland to engage in electronic payments as defined by G.S. 159-28;

Section 2. Authorizes the County of Cumberland to disburse public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410; and

Section 3. This resolution shall take effect immediately upon its passage.

Upon motion of _____, and seconded by _____, the foregoing

Resolution was passed by the following vote:

Ayes: _____

Nays: None

Abstentions: None*****

I, _____, Clerk of the Board of County Commissioners of the County of Cumberland, do hereby certify that the foregoing resolution is a true and exact copy of the “**Resolution authorizing the County of Cumberland to engage in electronic payments as defined by G.S. 159-28**” duly adopted by the Board of County Commissioners of the County of Cumberland at the regular meeting thereof duly called and held on _____, a quorum being present.

WITNESS my hand at _____, N.C., this _____ day of _____, 20 .

_____, Clerk



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 6/10/2018

**SUBJECT: COUNTY PURCHASING POLICY AMENDMENT BY INCORPORATING
FEDERAL UNIFORM GUIDANCE PROCUREMENT STANDARDS**

BACKGROUND

This item was presented at the June 7, 2018 Policy Committee. The Federal Office of Budget and Management (OMB) has updated its Uniform Guidance Procurement Standards. The County must be in compliance with these standards beginning July 1, 2018. The standards apply to the County when expending federal financial assistance funds.

The Local Government Commission and the School of Government provided guidance to local governments to help in working toward timely implementation. Staff have attended training regarding compliance with the revised standards. Policies are in place to ensure compliance with standards of conduct, conflicts of interest, and gift bans in accordance with the revised standards. These policies are covered in the Code of Ethics section of the Personnel Ordinance.

The County's Purchasing Policy has been revised to incorporate the standards. The revisions can be found in sections 3.7, 3.8 and the entire Addendum section. All changes are shown in red font with deletions noted in the right hand border.

The Policy Committee voted to recommend approval of this item.

RECOMMENDATION / PROPOSED ACTION

Follow the Policy Committee's approval and approve the amendments to the County Purchasing Policy to be in compliance with the Federal Uniform Guidance Procurement Standards.

ATTACHMENTS:

Description

Purchasing Policy incorporating Federal UG standards

Type

Backup Material

Cumberland County

Section I – Board Approved Policies

Subsection 3: Cumberland County Financial / Audit

Policy No. 3-3: Purchasing Policy (3.1 Local Preference 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, and June 5, 2017 by the Board of Commissioners.

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 were 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).

2.0 SCOPE

This policy applies to all County employees conducting purchases on behalf of Cumberland County.

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 \$1,000 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 document (invoice, quote, proposal, etc.) with sale details.

3.3 Purchases & Services

Less than 1,000

Department heads shall authorize services or purchases of apparatus, supplies, materials or equipment up to \$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.

\$1,000 – \$29,999.99

Department heads shall solicit proposals for services or purchases of apparatus, supplies, materials or equipment when the estimated cost is between \$1,000 - \$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.

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, except for 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 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 will must approve bid awards in amounts between \$90,000 - \$99,999.99. The Board of County Commissioners must approve bid awards in amounts of \$100,000 or greater.

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.

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. Procurement cardholders must attend a class in 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

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 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, even if the funds have been approved by the Board of Commissioners in the original budget.

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 statutes 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.

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.

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 \$150,000 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 \$3,500** 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.

B. Service Contracts (except for A/E professional services) and **Purchase Contracts costing \$3,500 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 \$150,000 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 \$3,500 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.

F. Construction and repair contracts costing \$3,500 up to \$150,000 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 \$150,000 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 under \$150,000 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 \$150,000 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. **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>



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 6/10/2018

SUBJECT: DENIAL OF SHERIFF'S OFFICE REQUEST TO BE EXCEPTED FROM THE COUNTY'S PURCHASING POLICY

BACKGROUND

During the June 7, 2018 Policy Committee, the finance director informed the committee that the Sheriff's Office requested to be excepted from the County's Purchasing Policy. This came about because of a difference of opinion on whether to issue a formal bid for uniforms. The finance director has been concerned because the issue crosses over into G.S. 159 compliance and also statutory formal bid requirements.

In preparation for the Policy Committee meeting, Purchasing staff made contact with other counties across the state and actually spoke with 48. All but one of the counties follow their County's Purchasing Policy. The finance director also reached out to the County's audit engagement partner who said if an exception is allowed there must be another policy in place and that an exception from policy is not an exception from compliance with state or federal regulations, whichever may apply.

After discussion, the committee voted to deny the Sheriff's Office request to be excepted from the County's Purchasing Policy.

RECOMMENDATION / PROPOSED ACTION

Follow the Policy Committee's denial of the Sheriff's Office request to be excepted from the County's Purchasing Policy.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 6/12/2018

SUBJECT: REQUEST FROM RESIDENTS OF MT. VERNON ESTATES FOR COUNTY TO UNDERTAKE A WATERSHED IMPROVEMENT PROJECT BY SPECIAL ASSESSMENT

BACKGROUND

The owners of 16 properties fronting on the lake at Mt. Vernon Estates have submitted the attached petition requesting the county to repair the lake's dam through the special assessment process as a watershed improvement project. The dam was breached by Hurricane Matthew. Based on the county attorney's review of the GIS maps, there appear to be 25 properties fronting on the lake. The petitioners obtained a project cost estimate of the dam repair prepared by C. Douglas Jewell, P.E. His estimate of the cost is \$558,630. The petitioner also obtained an engineering report from Mr. Jewell in which he certifies that the restoration of the lake will be a significant benefit to the community and an enhancement to the surrounding watershed and its environment.

The statutes in Chapter 139 define what constitutes a watershed improvement project and a watershed improvement work. A dam is an impoundment structure that can be used for the statutorily authorized watershed purposes. Although the types of watershed improvement projects authorized by the special assessment statutes are not limited to those authorized by Chapter 139, the county attorney advises to follow the requirements of Chapter 139 because this is the only guidance that is available as to how these projects should be undertaken. One of those requirements is that the work plan be submitted to the Soil and Water Conservation Commission for review and approval or disapproval.

The engineering report provided by the petitioners does not fully address the area of the watershed being improved and the parcels of land that are benefiting from this improvement. Additional engineering will be required to obtain that information. Under the newly adopted special assessments policy, the county may contract for that engineering or require the petitioners to obtain it. It is unlikely that the lakefront properties are the only parcels in this watershed that will be benefited. It will also be necessary for the county to acquire permanent rights in the land on which the dam is located to construct the project and maintain it. Some of the

property owners present at the June 7, 2018, meeting of the Policy Committee reported that the owners of the dam would convey the dam to the County at no cost to the County.

RECOMMENDATION / PROPOSED ACTION

At its meeting held June 7, 2018, the Policy Committee voted to recommend this project to the Board of Commissioners subject to the County Attorney's recommendation that before the county undertakes this project, the petitioners obtain additional engineering to establish all the properties that will benefit in this watershed and whether the benefits will accrue uniformly to differing classes of property; that the project be submitted to the Cumberland County Soil and Water District Commissioners for approval; and that the sufficient access rights to the dam be conveyed to the County.

ATTACHMENTS:

Description

Type



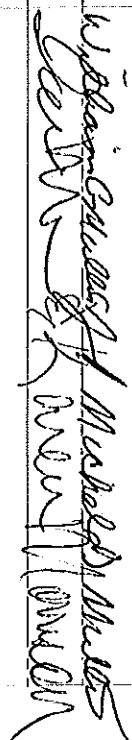
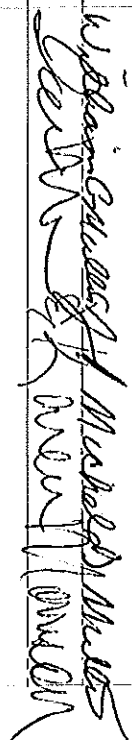
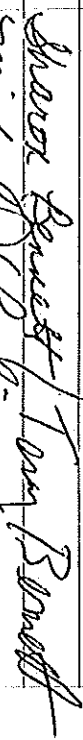




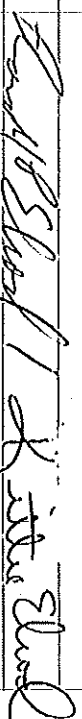
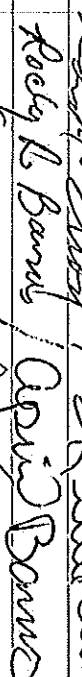
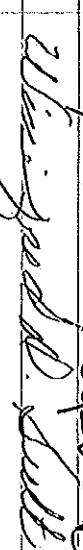

MT VERNON ATTACHMENTS

Backup Material

**PETITION REQUESTING SPECIAL ASSESSMENT
FOR RECONSTRUCTION OF MT. VERNON DAM**

To the Cumberland County Board of Commissioners:

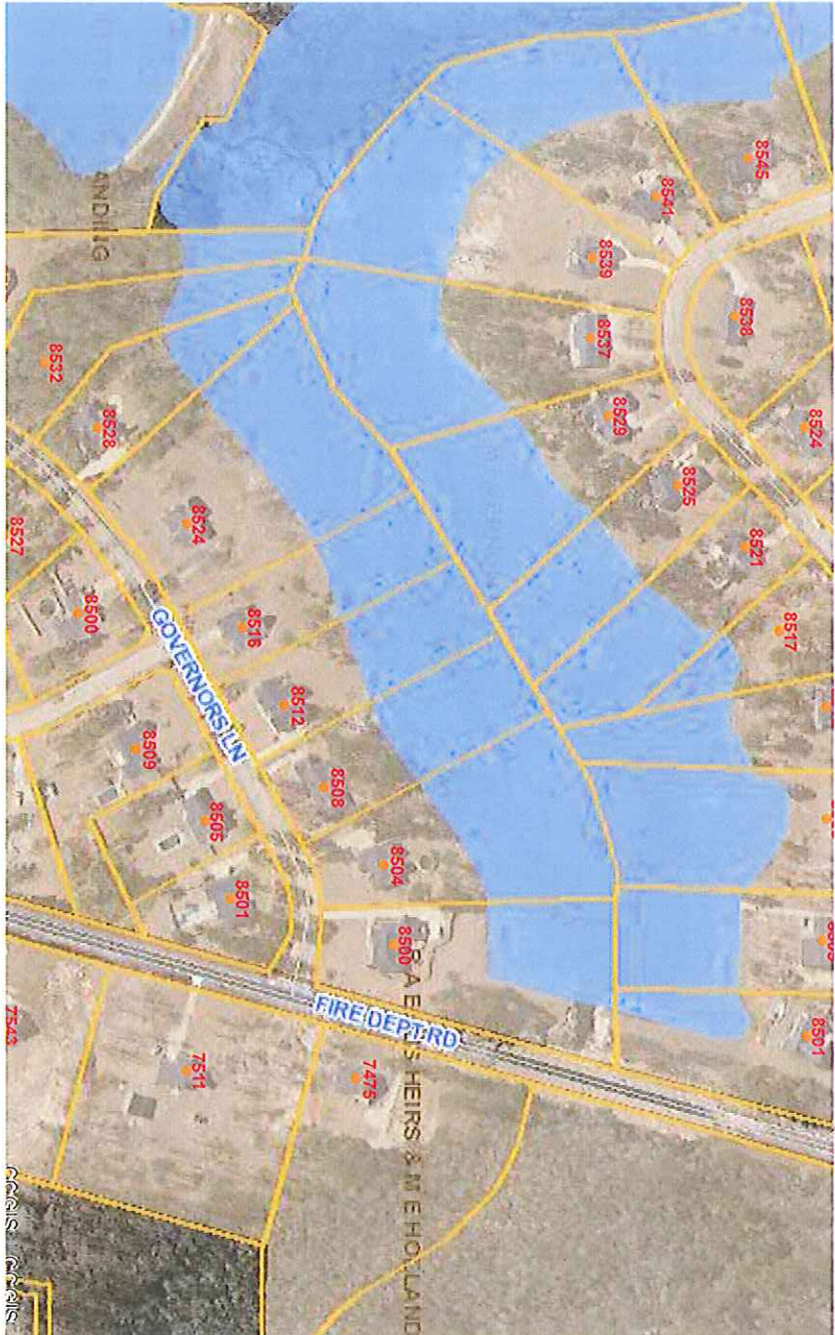
We, the undersigned property owners in the immediate vicinity of Mt. Vernon Lake (Kirks Mill Creek Lake) in Gray's Creek, request the County Board of Commissioners to initiate a special assessment project to make certain improvements and repairs to the Mt. Vernon Lake Dam (Kirks Mill Creek Dam) and related properties, pursuant to Article 9A of Chapter 153A of the North Carolina General Statutes, along the lines of the McFadyen Lake and Lake Upchurch Dam Reconstruction Projects. We understand that the total project cost will be assessed to the property owners of the land surrounding Mt. Vernon Lake (Kirks Mill Creek Lake) determined by the Board to be in the benefit zone, i.e., those property owners abutting or near the lake. We understand that the total project cost will involve such things as payment or reimbursement for initial studies, engineering costs, construction costs, financing costs and other related items of expenditure as determined by the Cumberland County Board of Commissioners. We would request that the basis of assessment be "The valuation of land benefitted by the project, being the value of land without the improvements as shown on the tax records of the County, at an equal rate per dollar of valuation..." or such other method as the Board of Commissioners determines to be fair.

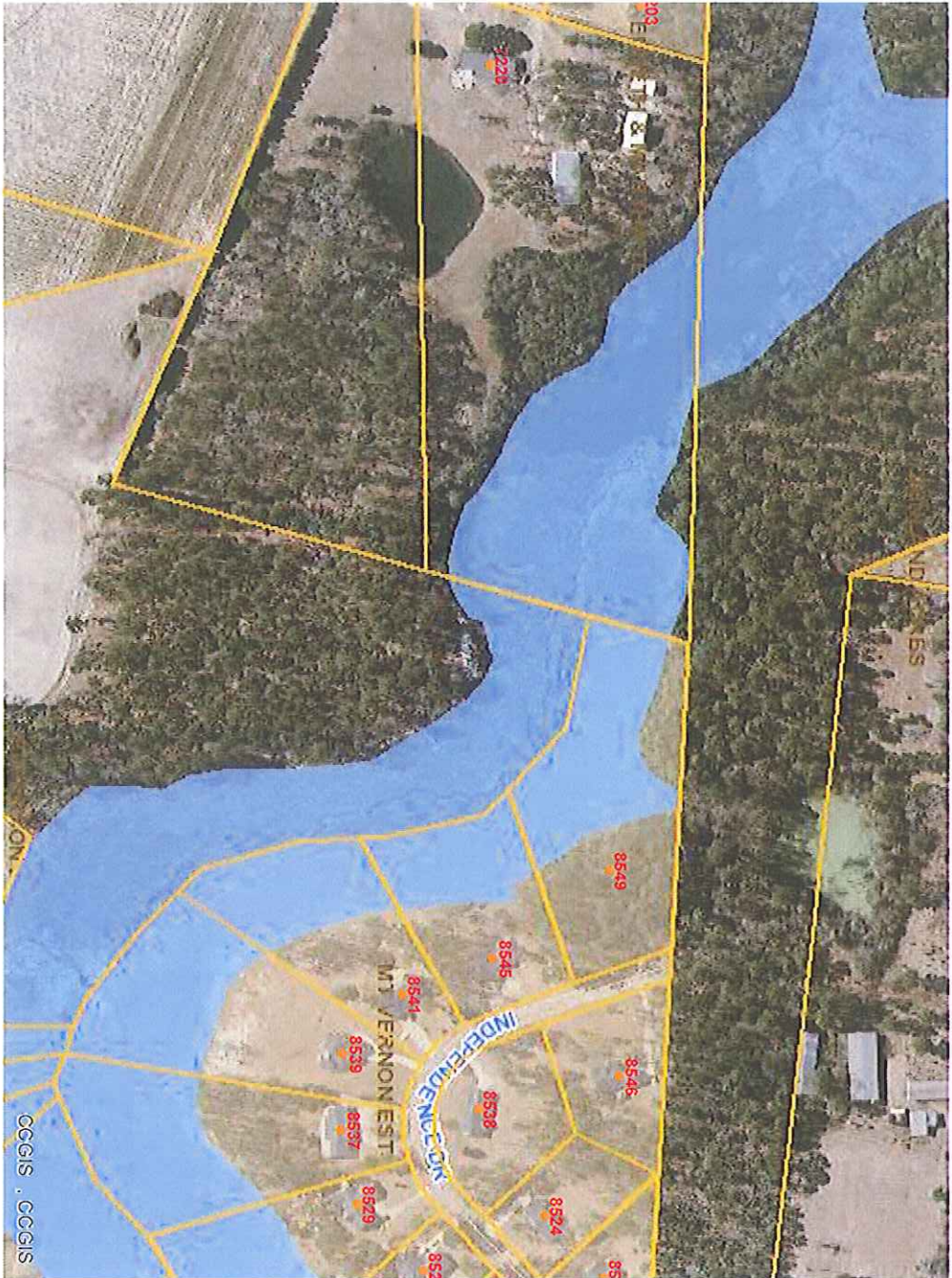
Property Owner(s)	Lot Number	Mailing Address	Signature
Kenneth & Lorraine Brandt	1 MVE	8500 Independence Drive	
Marta Forbes	2 MVE	8502 Independence Drive	
William & Michele Mullins	3 MVE	8509 Governor's Lane	
Ian & Karen Morrison	4 MVE	8513 Independence Drive	
David & Yvonne Nolan	5 MVE	8521 Independence Drive	
David & Yvonne Nolan	6 MVE	8521 Independence Drive	
Terry & Sharon Bennett	7 MVE	8525 Independence Drive	
Michael Bellina Raeford	8 MVE	8529 Independence Drive	
Betty Biggs	9 MVE	8537 Independence Drive	
Hector & Zaida Mendoza	10 MVE	8539 Independence Drive	
Phillip & Kathie Byrd	11 MVE	8541 Independence Drive	
Joel & Darlene Owensby	12 MVE	8545 Independence Drive	
Mary Ann Nunns	13 MVE	128 W Twelve Oak Road Raeford, NC 28376	
Ronald & Kittie Elrod	18 MVE	8500 Governor's Lane	
Rocky & April Barnes	19 MVE	8504 Governor's Lane	
Winifred Sult	20 MVE	8508 Governor's Lane	
Robert & Sharon Stanley	21 MVE	8512 Governor's Lane	
James & Nancy Mellet	22 MVE	8516 Governor's Lane	
Mark & Robin Jones	23 MVE	8524 Governor's Lane	

Mark & Robin Jones	24 MVE	8524 Governor's Lane	
Sonya Gonzalez	25 MVE	8528 Governor's Lane	
Sonya Gonzalez	26 MVE	8528 Governor's Lane	
John Jarvis	27 MVE	8536 Governor's Lane	
Jefferson Landing Owners Ass. - James Autry	Common Area/ JL Recomb	231 Fairway Drive Fayetteville, NC 28305	✓ See p2-A for signature
R. Autry Family LLC	1 Riddle, KBR2 INV LLC	3370 County Line Road Fayetteville, NC 28306	Division Custody for R. Autry Family LLC
Christopher Williams	7W B Riddle Heirs	7198 Henry Smith Road St. Pauls, NC 28384	See in MTH

Sonya Gonzalez	25 MVE	8528 Governor's Lane
Sonya Gonzalez	26 MVE	8528 Governor's Lane
John Jarvis	27 MVE	8536 Governor's Lane
Jefferson Landing Owners Ass. - James Autry	Common Area/ JL Recomb	231 Fairway Drive Fayetteville, NC 28305
R. Autry Family LLC	1 Riddle, KBR2 INV LLC	3370 County Line Road Fayetteville, NC 28306
Christopher Williams	7W B Riddle Hairs	7198 Harry Smith Road St. Pauls, NC 28384

16-11-21





MEMORANDUM

TO: Lakefront Owners of Mount Vernon Estates, C/O Ron and Kittie Elrod
FROM: Doug Jewell, Amy Black
SUBJECT: Mount Vernon Estates Lake Dam – Recommendations & Cost Estimate
DATE: October 25, 2017

JEWELL has completed a preliminary hydraulic analysis for Mount Vernon Estates Lake Dam using LIDAR data downloaded from NCFMP and field data collected during a site visit by Doug Jewell and Amy Black. Based on site visits, geotechnical evaluation, preliminary hydraulic analysis, and consultation with NC Dam Safety Engineer, the following recommendations and cost estimate are provided.

SUMMARY OF DAM FEATURES

The pre-breach dam and outlet system and our recommendations are summarized below:

- Dam Crest Elevation: 131.5 (propose to maintain existing dam crest)
- Water Surface Elevation: 129.0 (propose to maintain current normal pool elevation)
- Concrete Riser/Barrel (propose larger riser/barrel size to increase outlet capacity)
- Grassed Emergency Spillway (propose larger armored emergency spillway)

RECOMMENDATIONS

Mount Vernon Estates Dam is classified as a high hazard dam and will be required to meet current regulations in order to repair the breach and return the lake to an active impoundment. The geometry of the pre-breach dam embankment is satisfactory, with greater than 2.5 to 1 slopes, both upstream and downstream. The evaluation of the existing embankment outside of the breach area indicates satisfactory stability and does not require any significant repairs at this time. The breached area will need to be reconstructed using a clay/sand core at the center of the dam and suitable backfill material for the upstream and downstream slopes. Top soil will need to be installed on all disturbed portions of the dam, and all exposed areas will need to be seeded to produce a vegetative cover to protect against erosion.

As a high hazard dam, Mount Vernon Estates Dam will be required to pass the 1/3 Probable Maximum Precipitation (1/3 PMP) event, without damage or overtopping. The existing riser/barrel outlet system is markedly undersized to pass the design storm. Based on preliminary hydrologic and hydraulic analysis, JEWELL recommends that the existing riser/barrel be replaced with a three-chamber rectangular concrete riser that discharges through three 60" concrete barrels. A lake drain is required, and the proposed riser can be designed to include a gate system that can meet that need.

Designing a single riser/barrel system to pass the design storm for this lake would be cost prohibitive. JEWELL recommends the dam repairs include the addition of an emergency

MEMORANDUM

Lakefront Owners of Mount Vernon Estates

October 25, 2017

Page 2 of 2

spillway. Based on preliminary hydrologic and hydraulic analysis, a 70 linear foot emergency spillway with an elevation approximately 1 foot above normal pool elevation will be adequate. In most precipitation events, the proposed riser/barrel will pass all of the discharge, but in large storm events, such as Hurricane Matthew, the emergency spillway will be activated and provide the needed outlet capacity. The recommended spillway will be armored to protect against erosion during use. JEWELL recommends constructing the emergency spillway at the northern end of the dam, towards Independence Drive, and providing erosion protection from the spillway to the stream.

High hazard dams are also required to have a way to monitor internal hydrostatic pressure and depth of saturation within the embankment. To address this requirement, piezometers are proposed to be installed in the embankment.

Please note this information is still in conceptual form and subject to revision as final design calculations, analyses and drawings are prepared.

COST ESTIMATE

The following cost estimate is based on preliminary analysis and conceptual design and includes the following recommended items:

- Repair the breached portion of the embankment
- Install a toe drain along the length of the repaired dam to control seepage through the embankment and prevent piping at the downstream toe of the dam.
- Install piezometers in the embankment
- Install a new, larger riser/barrel system with a lake drain system and trash guards
- Construct an armored emergency spillway
- Provide erosion protection and energy dissipation at the discharge outlet

We estimate the construction cost to be \$ 462,310 with design, permitting, and administration costs of about \$ 96,320. Note this is over and above the cost of services thus far. The cost estimate does not include any cost associated with obtaining easements for this project, if required. A spreadsheet showing a breakdown of estimated costs is attached.

As a reminder, these cost estimates are for general guidance only and are based on industry estimates and JEWELL's experience with similar projects. Actual project costs will only be known when bids are obtained from qualified and knowledgeable contractors. The unusual nature of work to repair dams and work in the water environment, often results in a broad range of bids. It is critically important to research and hire a contractor who has experience in this type of demanding work, who has a workforce that can execute the project correctly without mistakes, who has the proper equipment and access to materials, and who has a reputation for quality and timely service.

Repairs for Mt. Vernon Dam due to Hurricane Matthew
Repair Damaged Dam & Improve Capacity to Meet Current Regulations
(High Hazard Classification Design Standards)

Cumberland County, NC
Preliminary Cost Estimate
10/25/2017

Item	Description of Work	Quantity	Unit	Unit Price	Amount
1	Mobilization & Demobilization	1	LS	\$20,000.00	\$20,000
2	Construction Staking	1	LS	\$5,000.00	\$5,000
3	Erosion & Sediment Control	1	LS	\$7,500.00	\$7,500
4	Control of Water	1	LS	\$30,000.00	\$30,000
5	Demolition - remove riser/barrel	1	LS	\$10,000.00	\$10,000
6	Clearing & Grubbing -wooded area of embankment	0.5	AC	\$5,000.00	\$2,500
7	Excavation - 70' Emergency Spillway	125	CY	\$18.00	\$2,250
8	Stone - toe drain	24	TON	\$50.00	\$1,200
9	Geofabric - toe drain, plunge pool	125	SY	\$4.00	\$500
10	Seepage Filter Sand	220	CY	\$55.00	\$12,100
11	Riser - 3 Chambers, 12' height	36	CY	\$2,000.00	\$72,000
12	Barrel - (3) 60" pipes, 60 LF	180	LF	\$230.00	\$41,400
13	Concrete Pad	53	CY	\$600.00	\$31,800
14	Backfill - Core	675	CY	\$40.00	\$27,000
15	Backfill - Shell	140	CY	\$25.00	\$3,500
16	Top Soil	125	CY	\$35.00	\$4,380
17	Articulated Block at Emergency Spillway	450	SY	\$150.00	\$67,500
18	Riprap Outlet Protection - Plunge Pool	75	TON	\$65.00	\$4,880
19	Seeding	1.5	AC	\$2,500.00	\$3,750
20	Trash Guard	1	EA	\$25,000.00	\$25,000
21	Lake Drain - gate at riser	1	EA	\$10,000.00	\$10,000
22	Piezometer	1	LS	\$3,000.00	\$3,000
				Subtotal	\$385,260
23	Contingency	20%			\$77,050
24	Engineering - Surveying, Geotechnical, Design, Permitting, Construction Administration and Observation	25%			\$96,320
Total					\$558,630

The ENGINEER maintains no control of labor costs, materials, equipment or services furnished by others, the Contractor(s) methods for determining prices, or competitive or market conditions. The estimates herein for project and construction costs represent the ENGINEER'S best judgement, and are based on his experience and qualifications as a Professional Engineer who possesses familiarity with the construction industry. The ENGINEER does not guarantee the accuracy of the cost estimates, which may vary from bids or actual project and construction costs. These estimates do not include legal fees or application fees that will be required to complete the project.

March 20, 2018

Rick Moorefield
County Attorney
County of Cumberland
P.O. Box 1829
Fayetteville, NC 28302-1829

RE: Mt. Vernon Estates Lake
Watershed Improvement Project

Mr. Moorefield:

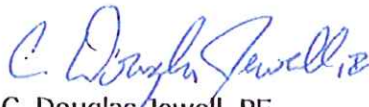
We have reviewed the conditions surrounding the referenced lake/project and provide the following information.

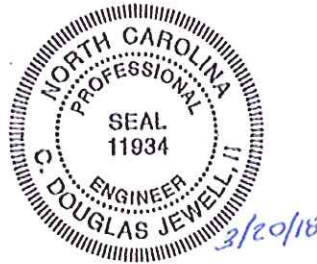
1. Mt. Vernon Estates Lake is located on Kirk's Mill Creek which is a tributary to Willis Creek, which in turn discharges to the Cape Fear River at a point just before the river leaves Cumberland County.
 2. Kirk's Mill Creek, Willis Creek, and the Cape Fear River at the point of discharge are all classified by the State of North Carolina as Water Supply IV (WS-IV) waters. The State describes the applicable classifications as follows:
 - a. Class WS-IV – Waters used as sources of water supply for drinking, culinary, or food processing purposes where a WS-I, II or III classification is not feasible. These waters are also protected for Class C uses.
 - b. Class C – Waters protected for uses such as secondary recreation, fishing, wildlife, fish consumption, aquatic life including propagation, survival and maintenance of biological integrity, and agriculture. Secondary recreation includes wading, boating, and other uses involving human body contact with water where such activities take place in an infrequent, unorganized, or incidental manner.
- The quality of waters in Kirk's Mill Creek and downstream is very important to the environment and to protection and preservation of this water supply source.
3. The watershed discharging to Mt. Vernon Estates Lake covers an area of approximately 1,984 acres. Land use is mostly agricultural with pockets of residential and silviculture. Both agricultural and residential land uses are sources of water pollution in the form of nutrients, fecal coliform, and sediment. Each of these pollutants are significant contributors to existing environmental degradation within the Cape Fear River Basin.
 4. The Mt. Vernon Estates Lake can be restored to accomplish the following:
 - a. Downstream surface water quality can be improved by detaining water in the lake to allow natural biological action to assimilate nutrients and fecal

- coliform bacteria. This action can be made more effective by adding littoral shelves or other in-lake water treatments.
- b. Downstream flooding can be reduced as flood peak discharges are attenuated by detention storage within the lake.
 - c. Groundwater in the area will be replenished by exfiltration from the lake.
 - d. Sediment discharge from upstream will be intercepted and removed from the stream system by the lake.
 - e. The restored lake can be configured to be a water supply for fire protection and irrigation. Gray's Creek Fire Department Station 18 has expressed interest in evaluating the lake as a potential water point.
 - f. The aquatic and riparian environment will be enhanced by restoration of a biologically diverse lake with deep water areas, littoral zones, and headwater wetlands. This ecologic diversity will foster the proliferation of wetland and aquatic plants, a broad spectrum of forage and game fishes, a diverse assortment of amphibians and reptiles, and furbearing mammals.
5. It will be necessary to restore the breached Mt. Vernon Lake Dam to achieve the benefits described.

In summary, the restoration of Mt. Vernon Estates Lake will be a significant benefit to the community and an enhancement to the surrounding watershed and its environment.

Sincerely yours,
JEWELL Engineering Consultants, PC


C. Douglas Jewell, PE
President



C: Kittie Elrod, Mt Vernon Estates Lake Owners Association
William E. Clark, Atty.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 6/18/2018

SUBJECT: CUMBERLAND COUNTY POLICY COMMITTEE DRAFT MINUTES-JUNE 7, 2018 (FOR INFORMATION ONLY)

BACKGROUND

Draft minutes of the June 7, 2018 meeting of the Cumberland County Policy Committee are attached to provide a report and recommendation(s).

RECOMMENDATION / PROPOSED ACTION

For information only. No action required.

ATTACHMENTS:

Description

Policy Committee Draft Minutes-June 7, 2018

Type

Backup Material

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CUMBERLAND COUNTY POLICY COMMITTEE
JUDGE E. MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE
117 DICK STREET, 5TH FLOOR, ROOM 564
JUNE 7, 2018
MINUTES

MEMBERS PRESENT: Commissioner Michael Boose
Commissioner Charles Evans
Commissioner Larry Lancaster, Policy Committee Chair

OTHER COMMISSIONERS
PRESENT: Commissioner Glenn Adams
Commissioner Jeannette Council
Commissioner Marshall Faircloth
Commissioner Jimmy Keefe

OTHERS PRESENT: Amy Cannon, County Manager
Sally Shutt, Assistant County Manager
Duane Holder, Assistant County Manager
Melissa Cardinali, Assistant County Manager
Rick Moorefield, County Attorney
Deborah Shaw, Budget Analyst
Heather Harris, Budget Analyst
Vicki Evans, Finance Director
Geneve Mankel, Communications & Outreach Coordinator
Darsweil Rogers, PWC Commissioner
Brenda Jackson, Department of Social Services Director
AJ Riddle, Assistant County Engineer
Ivonne Mendez, Accounting Supervisor
Julean Self, Human Resources Director
Amanda Bullard, Purchasing Manager
Candice White, Clerk to the Board
Press

Policy Committee Chair Lancaster called the meeting to order.

1. APPROVAL OF MINUTES – MAY 3, 2018 REGULAR MEETING

MOTION: Commissioner Boose moved to approve the May 3, 2018 meeting minutes as presented.
SECOND: Commissioner Lancaster
VOTE: UNANIMOUS (2-0)

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2. PRESENTATION ON LOCAL PURCHASING COMMITTEE ESTABLISHED BY PUBLIC WORKS COMMISSION (PWC)

BACKGROUND:

Commissioner Jimmy Keefe requested that Mr. Darsweil Rogers present an update to the Policy Committee about the Local Purchasing committee assembled by PWC in 2017 to research and establish guidelines and policies for governmental agencies to shop local and stay in compliance with state law.

Mr. Rogers will provide an overview of the committee's origins and goals; report on the activities to date, including the Building Business Rally held on May 22, 2018, in which Cumberland County participated; and discuss the group's plans for next steps.

RECOMMENDATION/PROPOSED ACTION:

For information purposes only.

Darsweil Rogers, PWC Commissioner and Chair of the Local Building Business Rally, reviewed the background information and recommendation as recorded above.

Mr. Rogers discussed the following information in a PowerPoint Presentation:

Genesis of the Building Business Rally (BBR)

- 2015 City Council asks PWC to accelerate Phase V Sewer Installations
- PWC solicits bids to accelerate work
 - NO TAKERS
- Commission defines building local supplier capacity a strategic priority

Definition of Local

- Have office within the Metropolitan Statistical Area
- Impacts local employment
- Include local subcontractors
- Local provider is bidding for business
- 2017 – 45% of dollars in FY 2017 remained local
- \$20.5 million of \$45.4 million

Initial Rallies 2016

- City, County and PWC hosted two rallies'
- Educational
 - Provided general information
 - How to be a subcontractor
 - How to get bonding
- Modest Success

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Steps to the BBR

- Sept. 2017: Chair Evelyn Shaw asked me to head up initiative
- Oct. 2017: BBR Initial Meeting
- Nov. 2017: Defined Local to be the MSA
 - Decided on a BBR for 2018
 - Stayed under the radar in planning
- Jan. 2018: Selected venue & date
- Feb. 2018: Broaden invite list
- Apr. 2018: Proclamations from across the community
 - Launched faybids.com
- May 2018: Successful Rally

Rally Recap

- 13 Purchasing Managers
- 14 Support Organizations
- 150 Companies
- 300+ Attendees
- 6 Breakout Sessions

Survey Results

- 94% Ranked BBR as Excellent/Very Good
- 91% said BBR was beneficial to their business
- 96% made potential business connections

Next Steps

- BBR Committee Self-Assessment & Lessons Learned on June 19, 2018
- Opportunities and Constraints
 - Faybids.com website
 - Tracking results
 - Define goals and establish measurements
 - Policymaker commitment

Personal Observation

- Community Entrepreneurship not core to our DNA
 - Bids offered with no takers
 - Lots of information/support but disjointed and siloed (14 support organizations)
- Coordinated & Committed Municipal Outreach
 - Education & Incentives
 - Too easy to continue using the same suppliers
 - Accountability
 - Incentives

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- Broaden Corporate Involvement

Commissioner Keefe asked if the goal is for all agencies to incorporate the same idea of local business and asked if Mr. Rogers could share what he would like to see the County do. Mr. Rogers responded he would like a firm commitment from the County as far as ongoing participation. Mr. Rogers further stated a County decision maker and someone comfortable representing the County attending the meetings would be very helpful.

No action taken.

3. CONSIDERATION OF POLICY REVISION AND RESOLUTION TO ENGAGE IN ELECTRONIC PAYMENTS

BACKGROUND:

North Carolina General Statute 159-28 requires the finance officer to *pre-audit* financial obligations of the County. The pre-audit simply means that the finance officer has determined the County has money available to pay the obligation and affix a certification to the obligation.

Recently, NCGS 159-28 was modified to address the use of electronic transactions. Examples of electronic transactions include:

- A contract or agreement that has been approved by the Local Government Commission (LGC);
- A payroll expenditure, including one related to employee benefits
- A purchase made with a purchasing card, credit card, or fuel card transaction

In March 2018 the Local Government Commission issued guidance on implementing the updated pre-audit rules. While the rules do not exempt the finance officer from performing a preaudit on electronic payments, it does exempt affixing the pre-audit certification on electronic transactions.

In order to be in compliance with the rules, two things should occur. One (1), a modification of the County's Financial Policies is required. Two (2), consider adopting a resolution authorizing the County to engage in electronic transactions without affixing a pre-audit certificate.

RECOMMENDED/PROPOSED ACTION:

Management recommends the Policy Committee approve and forward to the Board of Commissioners:

1. The revised financial policies; and
2. The resolution authorizing the County to engage in electronic payments as defined by G.S. 159-28.

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County of Cumberland
Resolution authorizing County of Cumberland
to engage in electronic payments as defined by G.S. 159-28

WHEREAS, it is the desire of the Board of County Commissioners that the County of Cumberland is authorized to engage in electronic payments as defined by G.S. 159-28;

WHEREAS, the Board of County Commissioners has adopted a written policy for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03.0409;

WHEREAS, the Board of County Commissioners has adopted a written policy for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Cumberland

Section 1. Authorizes the County of Cumberland to engage in electronic payments as defined by G.S. 159-28;

Section 2. Authorizes the County of Cumberland to disburse public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410; and

Section 3. This resolution shall take effect immediately upon its passage.

Cumberland County
Section I – Board Approved Policies
Subsection 3: Cumberland County Financial / Audit
Policy No. 3-1: Financial Policies

The original submission of the Cumberland County Financial Policies was approved by the Board of Commissioners on September 2, 2008. The Financial Policies were brought back for revision and approved by the Finance Committee on March 3, 2011 and approved at the March 21, 2011 Board of Commissioners Meeting. The Financial Policies were brought back for revision and approved by the Policy

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Committee on June 7, 2018 and approved at the June 18, 2018 Board of Commissioners Meeting.

1.0 PURPOSE

The County of Cumberland has established comprehensive financial policies supporting management of our financial resources by providing effective control, prudent decision making and compliance with legal requirements.

2.0 SCOPE

The essential goals to be accomplished through consistent application of these policies include:

- To align long-term financial planning with short-term daily operations and decision-making.
- To maintain and improve the County's financial position.
- To maintain the County's credit ratings by meeting or exceeding the requirements of rating agencies through sound, conservative financial decision making.
- To comply with the North Carolina Budget and Fiscal Control Act and the policies of the North Carolina Local Government Commission (the "LGC").
- To ensure cost effective, efficient and timely procurement of necessary goods and services to enable County departments in achieving their mission of effective service delivery to all citizens.
- To provide credibility to the citizens of the County regarding financial operations through active investment, debt and procurement management as well as financial planning and monitoring.

3.0 STATEMENT OF POLICIES

The financial policies are broken into three separate categories: Operating Budget / Fund Balance Policies, Asset Liability Management Policies and Accounting, Auditing and Financing Reporting Policies.

The Cumberland County Board of Commissioners (the "Board") is a seven-member board, with each member serving a four-year term. To enhance communication and effective decision making, four subcommittees of the Board have been in existence for many years. These three-member subcommittees have been structured to focus on the following areas; Finance, Policy, Personnel, and Facilities issues. Each committee meets monthly as needed, in a published, open meeting. The Finance Committee serves as the Audit Committee of the County and makes recommendations to the full Board upon review of issues that have a fiscal impact upon the County. Periodically, the Finance Director updates the Committee on the financial condition of the County as a part of their monthly

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agenda. The annual audit is presented in detail to the Board annually at a night meeting which is televised on a local channel for the citizens of Cumberland County.

4.0 OPERATING BUDGET / FUND BALANCE POLICIES

4.1 Budget Guidelines

- 4.1.1 The County's Annual Budget Ordinance will be balanced in accordance with the Local Government Budget and Fiscal Control Act (G.S. 159-8(a)).
- 4.1.2 The County's operating budget will be prepared in accordance with Generally Accepted Accounting Principles.
- 4.1.3 The County's Annual Budget Ordinance will be adopted by each July 1 (G.S. 159-13(a)).
- 4.1.4 The annual budget shall be developed as a financial plan to achieve long-term and short-term goals adopted by the Governing Board and as an operational guide for provision of programs and services to the community.

4.2 Revenue Policy

- 4.2.1 Ad Valorem Tax – As provided by the North Carolina Budget and Fiscal Control Act, estimated revenue from the Ad Valorem Tax levy will be budgeted as follows:
 - a. Assessed valuation will be estimated based upon historical trends and growth patterns in a conservative manner.
 - b. The estimated percentage of collection will not exceed the actual collection percentage of the preceding fiscal year, in accordance with State law.
 - c. The property tax rate will be set each year based upon the costs of providing general governmental services, meeting debt service obligations and maintaining any reserves or fund balances the Board deems necessary.
- 4.2.2 Economically Sensitive Revenues – The County has certain revenues, specifically occupancy, food and beverage, and sales taxes that can be adversely affected by regional and national

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economic conditions and military deployments. These revenues shall be budgeted in a conservative manner.

- 4.2.3 User Fees – The Board will establish all user fees annually. The user fees will maximize charges for services that can be individually identified and where costs are directly related to the provision of or to the level of service provided.

Emphasis on user fees results in the following benefits:

- The burden on the Ad Valorem tax is reduced.
- User fees are paid by all users, including that exempt from property taxes.
- User fees help minimize subsidization in any instance where there are requirements in order to qualify for the use of the service and the service is not provided to the general public.
- User fees produce information on the demand level for services and help to make a connection between the amount paid and the services rendered.

- 4.2.4 Interest Income – Interest income is subject to variability based upon changes in prevailing interest rates, which cannot be predicted with certainty. Such revenue shall therefore be budgeted in a conservative manner within the Annual Budget Ordinance and shall comply with Section III of this policy regarding Asset – Liability Management.

- 4.2.5 Grant Funding – Staff will pursue opportunities for grant funding. Application for grant funding will be made after a grant has been evaluated for consistency with the Board’s goals and compatibility with County programs and objectives. Staff must have prior approval from the County Manager to apply for a grant. All awarded grants can only be accepted by Board action at which time the related budget shall be established.

- a. Grants that have been awarded in prior years and are recurring in nature will be included and addressed through the annual budget process.

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- b. Grants that fund operating expenditures but have a funding termination date must fully disclose that fact to the Board prior to acceptance.
 - c. The grant manager for each grant shall be the related department head. The grant manager is responsible for all grant monitoring, compliance and reporting. The grant manager will provide copies of all documents to the Finance Department. The Finance Department will maintain a grant file by fiscal year for each active grant.
 - d. Existing exceptions that relate to annual allocation amounts must be approved by County Finance
- 4.3 Expenditure Policy – Expenditures will be processed in accordance with the requirements of G.S. 159-28, Budgetary Accounting for Appropriations.
- 4.3.1 Expenditure budgets shall be monitored throughout the fiscal year by department heads, the Finance Department and the County Manager. Budget compliance is the responsibility of the department head and the Finance Director.
 - 4.3.2 Budgeted funds will only be spent for categorical purposes for which they are intended. The annual operating budget ordinance defines staff authorization for operating budget adjustments. Appropriations of debt proceeds will be made only for the purpose for which such debt instrument was issued or for the payment of debt principal and interest. Donations will be spent only toward the intent for which they were given.
 - 4.3.3 For continuing contracts, funds will be appropriated in the annual budget ordinance to meet current year obligations arising under the contract, in accordance with G.S. 160A-17.
 - 4.3.4 Payroll will be processed in accordance with the requirements of the Fair Labor Standards Act. Overtime and benefit payments will be made in accordance with the County's Personnel Ordinance.
 - 4.3.5 The County will fund current expenditures with current resources and will strive to avoid balancing budgets utilizing one-time revenues, in accordance with the Fund Balance Policy below.

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4.3.6 The County will employ the use of the carryover method for re-appropriating outstanding purchase orders and contracts as of the end of each fiscal year into the new fiscal year. The process shall be explained in detail in each year's budget ordinance. Cumberland County has a revenue spending policy that provides guidance for programs with multiple revenue sources. The Finance Officer will use resources in the following hierarchy: bond proceeds, federal funds, state funds, local fees, and then county funds. For purposes of fund balance classification expenditures are to be spent from restricted fund balance first, followed in-order by committed fund balance, assigned fund balance and lastly unassigned fund balance. The Finance Officer has the authority to deviate from this policy if it is in the best interest of the County.

4.4 Reserve / Fund Balance Policy

4.4.1 In accordance with State statute, appropriated fund balance in any fund will not exceed the sum of cash and investments less the sum of liabilities, encumbrances, and deferred revenues arising from cash receipts.

4.4.2 The County will maintain a General Fund unassigned fund balance of no less than 10% which exceeds the minimum eight percent (8%) recommended by the LGC. Additionally, the target goal for total spendable fund balance will be at least 15% of total expenditures for the fiscal year. The annual appropriation for subsequent years' expenditures should not exceed 3% of budgeted recurring general fund expenditures.

- a. Purpose of Reserve: These funds will be utilized to avoid cash flow interruptions, generate interest income, eliminate the need for short-term borrowing, and maintain the County's credit ratings.
- b. Reserve Draw Downs: The fund balance may be purposefully drawn down below the target percentage for emergencies, nonrecurring expenditures, or major capital projects.

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- c. Reserve Replenishment: If the fund balance falls below the target percentage for two consecutive fiscal years, the County will replenish funds by direct appropriation beginning in the following fiscal year. In that instance, the County will annually appropriate 20% of the difference between the target percentage level and the actual balance until the target level is met.
- 4.4.3 Any General Fund unassigned fund balance that exceeds the 10% target goal may be reserved for onetime future projects.
 - 4.4.4 The County will appropriate within the annual budget a General Fund Contingency appropriation each fiscal year of at least \$500,000.
 - 4.4.5 The County shall maintain a School Capital Reserve account and all funds accumulated shall be used for debt service on school related debt and other school capital needs.
 - a. Based on the North Carolina Association of County Commissioner's methodology for calculating statutory Article 40 and 42 set asides for school construction, the Board has committed these sales tax funds to the purposes listed immediately above.
 - b. All Public-School Building Capital Fund ("ADM money") and Lottery proceeds shall be budgeted within the School Capital Reserve account and shall be used for debt service for school related debt and for school construction needs as appropriate.
 - 4.4.6 Assigned for subsequent years' expenditures is the portion of fund balance that has been approved by formal action of the Board of County Commissioners for appropriation into the next fiscal year. A modification of this amount requires action by the Board. The Board may at its discretion, make other assignments of fund balance. The Board authorizes the County Manager to amend these assigned amounts to comply with the County's fund balance percentage policies.

5.0 ASSET LIABILITY MANAGEMENT POLICIES

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5.1 Capital Investment and Debt Policy

5.1.1 Capital Improvements Plan

- a. The County will update a five-year capital improvement plan (CIP) which projects capital needs and details the estimated costs, description and anticipated funding sources for capital projects.
- b. The annual update of the CIP will be presented at the Board's Budget Planning retreat and included in the annual operating budget process.
- c. The first year of the five-year CIP will be the basis of formal fiscal year appropriations during the annual budget process.
- d. The CIP will generally address those capital assets with a value of \$100,000 or more and a useful life of five years or more.
- e. The County includes equipment and furnishings as well as projected annual operating costs in the appropriate year in the CIP.
- f. The County acknowledges pay-as-you-go financing as a significant capital financing source but will ultimately determine the most appropriate financing structure for each capital project on an individual basis after examining all relevant factors of the project.

5.1.2 Ten Year School Facilities Plan

The County requires an annual update from the Cumberland County Board of Education of its Ten-Year School Facilities Plan. The County fully expects to see all new capital projects first appear in the ninth or tenth year of the school facilities plan unless dictated otherwise by State or Federal mandates of new sources of funds, such as a State bond issue for local consideration.

5.1.3 Fixed Assets

The capitalization threshold for fixed assets shall be \$5,000 and \$7,500 for capital improvements. The threshold will be applied to

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individual fixed assets and not to groups of fixed assets. Fixed assets will be capitalized if they have a useful life of one year or more following the date of acquisition.

5.1.4 Debt Policy

- a. Debt will only be incurred for financing capital assets that, because of their long-term nature or because of budgetary restraints, cannot be acquired from current or budgeted resources. Debt will not be used for operational needs. Debt financing can include general obligation bonds, revenue bonds, certificates of participation, lease/purchase agreements, special obligation bonds, or any other financing instrument allowed under North Carolina law.
- b. The County will seek to structure debt and to determine the best type of financing for each financing need based on the flexibility needed to meet project needs, the timing of the project, taxpayer or rate payer equity, and the structure that will provide the lowest interest cost in the circumstances. The following guidelines will be used when structuring debt:
 - 1) Debt will be amortized on a level principal or level principal and interest basis, depending upon the specific nature of the financing.
 - 2) Maximum term of amortization of principal will be twenty-five years, twenty years for general obligation debt. Average life of outstanding debt will not exceed fifteen years.
 - 3) For general obligation debt, fifty percent of the total outstanding debt will be amortized in the first ten years of total debt outstanding.
 - 4) Fixed rate will be the predominant interest rate for County issuance. Variable rate debt will be considered on a case-by-case basis and will not exceed fifteen percent of total outstanding debt of the County. Issuance of variable rate debt will be undertaken after considering interest rate risk, ability

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to hedge risk in the annual budget, internal levels of fund balance, and other elements of interest rate risk management.

- c. Debt financing will be considered in conjunction with the County's CIP. Debt financing will also be considered in the Board's review of facility plans presented by the Board of Education.
- d. Upon Board approval of a capital project and a determination that the project will be financed through issuance of debt, The Board will increase the property tax rate in an amount equivalent to the additional annual operating costs and principal and interest payments in the upcoming fiscal year, if deemed necessary.
- e. The County will strive to maintain a high level of pay-as-you-go financing for its capital improvements.
- f. Debt Affordability
 - 1) The net debt of the County, as defined in G.S. 159-55, is statutorily limited to eight percent of the assessed valuation of the taxable property within the County. The County will utilize a self-imposed ceiling of 4%.
 - 2) Total General Fund debt service will not exceed the limits imposed by the LGC. As a guide, formulas established by the LGC and rating agencies will be monitored and appropriately applied by the County. Debt service as a percentage of the general fund budget will be targeted not to exceed 15%.
- g. The County will seek to structure debt in the best and most appropriate manner to be consistent with Asset – Liability Management policies.
- h. The County will seek to employ the best and most appropriate strategy to respond to a declining interest rate environment. That strategy may include, but does not have

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to be limited to, delaying the planned issuance of fixed rate debt, examining the potential for refunding of outstanding fixed rate debt, and the issuance of variable rate debt. The County will seek to employ the best and most appropriate strategy to respond to an increasing interest rate environment. That strategy may include, but does not have to be limited to, the issuance of variable rate debt (a historically lower interest cost), or any other methodology deemed appropriate.

- i. The County will monitor the municipal bond market for opportunities to obtain interest rate savings by refunding on a current or advance basis for outstanding debt. The estimation of net present value savings for a traditional fixed rate refunding should be, at a minimum, in the range of 2.5% to 3% of the refunded maturities before a refunding process begins.
- j. The County will strive for the highest possible bond ratings in order to minimize the County's interest costs.
- k. The County will normally obtain at least two ratings (Moody's and Standard & Poor's) for all publicly sold debt issues.
- l. While some form of outstanding debt exists, the County will strive to have a portion of that debt in the form of general obligation debt.
- m. The County will provide annual information updates to each of the debt rating agencies.
- n. The County will use the Comprehensive Annual Financial Report (the "CAFR") as the disclosure document for meeting its obligation to provide certain annual financial information to the secondary debt market via various information repositories. The annual disclosure is a condition of certain debt covenants and contracts that are required by SEC Rule 15c2-12.

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5.2 Cash Management and Investment Policy

5.2.1 Receipts

- a. Cash receipts will be collected as expediently as reasonably possible to provide secure handling of incoming cash and to move these monies into interest bearing accounts and investments.
- b. All incoming funds will be deposited daily as required by State law.
- c. The Finance Director is responsible for coordinating at least two random or risk based internal audits of cash receipting locations per fiscal year.

5.2.2 Cash Disbursements – All disbursements will be made in accordance with the Expenditure Policy (Section 4.3). Electronic payment transactions are allowed.

- a. The County's objective is to retain monies for investment for the longest appropriate period of time.
- b. Disbursements will be made timely in advance of or on the agreed-upon contractual date of payment unless earlier payment provides greater economic benefit to the County.
- c. Inventories and supplies will be maintained at minimally appropriate levels for operations in order to increase cash availability for investment purposes.
- d. Dual signatures are required for County checks. Electronic signature of checks is approved.

5.2.3 Investment Policy

- a. Policy

It is the policy of the County to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow requirements of the County and conforming to all State statutes governing the investment of idle funds.

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b. Scope

This investment policy applies to all financial assets of the County except authorized petty cash, trust funds administered by the Social Services Director, and debt proceeds, which are accounted for and invested separately from pooled cash. The County pools the cash resources of its various funds and participating component units into a single pool in order to maximize investment opportunities and returns. Each fund's and participating component unit's portion of total cash and investments is tracked by the financial accounting system.

c. Prudence

- 1) The standard of prudence to be used by authorized staff shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
- 2) Authorized staff acting in accordance with procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

d. Authorized Staff

- 1) G.S. 159-25(a)6 delegates management responsibility for the investment program to the Finance Director. The Finance Director will establish and maintain procedures for the operation

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of the investment program that are consistent with this policy. Such procedures will include delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director. The Finance Director will be responsible for all transactions undertaken and will establish and maintain a system of controls to regulate the activities of subordinates.

- 2) In the absence of the Finance Director and those to which he or she has delegated investment authority, the County Manager or his or her designee is authorized to execute investment activities.

e. Objectives

The County's objectives in managing the investment portfolio, in order of priority, are safety, liquidity, and yield.

- 1) Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To best mitigate against credit risk (the risk of loss due to the failure of the security issuer) diversification is required. To best mitigate against interest rate risk (the risk that changes in interest rates will adversely affect the market value of a security and that the security will have to be liquidated and the loss realized) the second objective, adequate liquidity, must be met.

- 2) Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating and debt service cash requirements that may be reasonably anticipated. The portfolio will be structured so that securities mature concurrent with cash needs (static liquidity), with securities with an active secondary market

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(dynamic liquidity), and with deposits and investments in highly liquid money market and mutual fund accounts.

3) Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary, economic and interest rate cycles, taking into account investment risk constraints and liquidity needs.

f. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose to the County Manager any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial or investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individuals with whom business is conducted on behalf of the County.

g. Authorized Financial Dealers and Financial Institutions

The Finance Director will maintain a list of financial institutions that are authorized to provide investment services. Authorized financial institutions will be selected by credit worthiness. These may include “primary” dealers or regional dealers that qualify under SEC Rule 15C3-1 (uniform net capital rule).

h. Any financial institutions and broker dealers that desire to become qualified to conduct investment transactions with the County must supply the Finance Director with the following:

1) Audited financial statements;

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- 2) Proof of National Association of Securities Dealers certification;
 - 3) Proof of State registration; and
 - 4) Certification of having read the County's Investment Policy.
- i. Any previously qualified financial institution that fails to comply or is unable to comply with the above items upon request will be removed from the list of qualified financial institutions.
 - j. The Finance Director shall have discretion in determining the number of authorized financial institutions and may limit that number based upon the practicality of efficiently conducting the investment program. The Finance Director shall also have the discretion to add or remove authorized financial institutions based upon potential or past performance.

- 1) Internal Control

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and that the valuation of costs and benefits requires the use of estimates and judgments by management.

- 2) Collateralization

Collateralization is required for certificates of deposit. North Carolina General Statutes allow the State Treasurer and the Local Government Commission to prescribe rules to regulate the collateralization of public deposits in North Carolina banks. These rules are codified in the North Carolina

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Administrative Code – Title 20, Chapter 7 (20 NCAC 7). The Pooling Method of collateralization under 20 NCAC 7 allows depositories to use an escrow account established with the State Treasurer to secure the deposits of all units of local government. This method transfers the responsibility for monitoring each bank's collateralization and financial condition from the County to the State Treasurer. The County will only maintain deposits with institutions using the Pooling Method of collateralization.

3) Delivery and Custody

All investment security transactions entered into by the County shall be conducted on a delivery versus payment basis. Securities will be held by a third-party custodian designated by the Finance Director and each transaction will be evidenced by safekeeping receipts and tickets.

4) Authorized Investments

A. The County is empowered by North Carolina G.S. 159-30(c) to invest in certain types of investments. The Board of Commissioners approves the use of the following types, the list of which is more restrictive than G.S. 159-30(c):

- 1) Obligations of the United States or obligations fully guaranteed as to both principal and interest by the United States.
- 2) Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Housing

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Administration, and the United States Postal Service.

- 3) Obligations of the State of North Carolina.
- 4) Bonds and notes of any North Carolina local government or public authority that is rated “AA” or better by at least two of the nationally recognized ratings services or that carries any “AAA insured” rating.
- 5) Fully collateralized deposits at interest or certificates of deposit with any bank, savings and loan association or trust company that utilizes the Pooling Method of collateralization.
- 6) Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligation.
- 7) Bankers’ acceptance of a commercial bank or its holding company provided that the bank or its holding company is either (i) incorporated in the State of North Carolina or (ii) has outstanding publicly held obligations bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligations.

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- 8) Participating shares in a mutual fund for local government investment, provided that the investments of the fund are limited to those qualifying for investment under G.S. 150-30(c) and that said fund is certified by the LGC. (The only such certified fund is the North Carolina Capital Management Trust. Prohibited Forms of Investments
 - 1) The use of repurchase agreements in the normal investment portfolio (not debt proceeds) is prohibited.
 - 2) The use of collateralized mortgage obligations is prohibited.
 - 3) The use of any type of securities lending practices is prohibited.
- 5) Diversification
 - A. Investments will be diversified by security type and by institution.
 - B. The total investment in certificates of deposit shall not exceed 25% of the County's total investment portfolio and the investment in certificates of deposit with a single financial institution shall not exceed \$3,000,000.
 - C. The total investment in commercial paper shall not exceed 10% of the County's total investment portfolio and the investment in commercial paper of a single issuer shall not exceed \$4,000,000.
 - D. The total investment in bankers' acceptances shall not exceed 10% of the County's total investment portfolio and the investment in

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bankers' acceptances of a single issuer shall not exceed \$7,000,000.

- E. The Finance Director is responsible for monitoring compliance with the above restrictions. If a violation occurs, the Finance Director shall report such to the County Manager and to the Board along with a plan to address the violation.

6) Maximum Maturities

- A. To the extent possible, the County will attempt to match its investments with anticipated cash flow requirements. Beyond identified cash flow needs, investments will be purchased so that maturities are staggered.

- B. The following maturity limits are set for the County's investment portfolio:

- 1) No investment will have a maturity of more than two years without authorization from the County Manager.
- 2) No more than 10% of the total investment portfolio will be invested with a maturity longer than one year but less than two years. Because the total investment portfolio may fluctuate due to cash flow needs, investments with a maturity up to two years may exceed the calculated total. If this should occur, investments should not be liquidated to comply with this policy but future investing with maturities up to two years shall be avoided until the designated level is achieved.

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7) Selection of Securities

The Finance Director or his or her designee will determine which investments shall be purchased and sold and the desired maturity date(s) that are in the best interest of the County. The selection of an investment will involve the evaluation of, but not limited to, the following factors: cash flow projections and requirements; current market conditions; and overall portfolio balance and makeup.

8) Responses to Changes in Short Term Interest Rates

A. The County will seek to employ the best and most appropriate strategy to respond to a declining short-term interest rate environment. The strategy may include, but does not have to be limited to, purchases of callable “cushion” bonds, lengthening of maturities in the portfolio, and increases in the percentage of ownership of treasury notes relative to that of treasury bills.

B. The County will seek to employ the best and most appropriate strategy to respond to an increasing short-term interest rate environment. That strategy may include, but does not have to be limited to, purchases of “step-up” securities, shortening of maturities in the portfolio, the use of floating rate investments, and increases in the percentage of ownership of treasury bills relative to that of treasury notes.

9) Performance Standards

A. The investment portfolio will be managed in accordance with the parameters specified within this policy. The investment portfolio will strive to obtain a market average rate of

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return within the constraints of the county's investment risk profile and cash flow needs.

- B. The performance benchmarks for the performance of the portfolio will be rates of return on 90-day commercial paper and on three-year treasury notes.

10) Active Trading of Securities

It is the County's intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal. However, if economic or market conditions change making it in the County's best interest to sell or to trade a security before maturity, that action may be taken.

11) Pooled Cash and Allocation of Interest Income

All monies earned and collected from investments other than bond proceeds will be allocated monthly to the various participating funds and component units based upon the average cash balance of each fund and component unit as a percentage of the total pooled portfolio. Earnings on bond proceeds will be directly credited to the same proceeds.

12) Market to Market

A report of the market value of the portfolio will be generated annually by the Finance Director. The Finance Director will use the reports to review the investment portfolio in terms of value and price volatility, as well as for compliance with GASB Statement #31.

6.0 ACCOUNTING, AUDITING AND FINANCIAL REPORTING POLICIES

6.1 General Policy

- 6.1.1 The County will maintain accounting systems in compliance with the North Carolina Local Government Budget and Fiscal Control Act. The County will maintain accounting systems that enable the

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preparation of financial statements in conformity with generally accepted accounting principles (GAAP).

- a. The basis of accounting within governmental funds will be modified accrual.
 - b. The basis for accounting within all Enterprise and Internal Service Funds will be the accrual basis.
- 6.1.2 Financial systems will be maintained to enable the continuous monitoring of revenues and expenditures or expenses with monthly reports provided to the County Manager and the Finance Director. Financial summaries will be provided to the Finance Committee at their regularly scheduled meetings. Monthly expenditure/expense reports will be provided to each director and department head for their functional area and online, real time, view only, access to the financial system will be made available to department heads and other staff as much as practical and its use encouraged. On a periodic basis an interim financial update will be provided to the Board of County Commissioners.
- 6.1.3 The County will place emphasis on maintenance of an accounting system which provides strong internal budgetary and financial controls designed to provide reasonable, but not absolute, assurance regarding both the safeguarding of assets against loss from unauthorized use or disposition and the reliability of financial records for preparing financial statements and reports, as well as the accountability of assets.
- 6.1.4 An annual audit will be performed by an independent certified public accounting firm that will issue an opinion on the annual financial statements as required by the Local Government Budget and Fiscal Control Act.
- 6.1.5 The County will solicit proposals from qualified independent certified public accounting firms for audit services. The principal factor in the audit procurement process will be the auditor's ability to perform a quality audit. The County will enter into a multiyear agreement with the selected firm. Firms are not barred from consecutive contract awards.

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- 6.1.6 The Finance Committee of the Board will serve as the standing audit committee. The committee will oversee the independent audit of the county's financial statements, from the selection of the auditor to the resolution of any audit findings. A staff report concerning the annual audit will be presented to the Committee and the Board of County Commissioners.
- 6.1.7 The Finance Department/Internal Auditor will conduct some form of internal audit procedures at least one time per year, specifically focusing upon cash receipts procedures.
- 6.1.8 The County will prepare a CAFR. The CAFR will be prepared in compliance with established criteria to obtain the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting and will be submitted to that award program each year.
- 6.1.9 Full and complete disclosure will be provided in all regulatory reports, financial statements and debt offering statements.
- 6.1.10 The County will use the CAFR as the disclosure document for meeting its obligation to provide certain annual financial information to the secondary debt market via various information repositories. The annual disclosure is a condition of certain debt covenants and contracts that are required by SEC Rule 15c2-12.
- 6.1.11 The Finance Department will maintain a Financial Procedures Manual as a central reference point and handbook for all financial, accounting and recording procedures.
- 6.1.12 The Information Technology Department will establish, document and maintain a Computer Disaster Recovery Plan and will provide for the daily backup of data and the offsite storage of the same.

7.0 SWAP POLICY

Use of synthetic debt transactions by use of swaps is permitted by Local Government Commission policy for selected counties and cities. Currently the County does not view synthetic debt transactions as consistent with its overall financial policies. The County will continue to review the potential for synthetic debt transactions using swaps and will adopt a formal swap policy to the extent needed in the future.

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Vicki Evans, Finance Director, reviewed the background information, recommendation and information as recorded above.

Ms. Evans stated the County has been engaging in electronic transactions for many years. Ms. Evans further stated the policy change will reflect the County's current practice and in order to be compliant with the rules there needs to be a modification of the County's financial policies and the adoption of a resolution authorizing the County to engage in electronic transactions without affixing a pre-audit certificate.

Commissioner Boose stated he has so many different questions and needs more information so he is going to vote to not approve this item at the committee meeting. Commissioner Boose stated he will meet with staff to answer his questions so he can vote again at the Board of Commissioners meeting.

MOTION: Commissioner Lancaster moved to recommend to the full board approval of the revised financial policies and the resolution authorizing the County to engage in electronic payments as defined by G.S. 159-28.
SECOND: Commissioner Evans
VOTE: PASSED (Voting in favor: Commissioner Lancaster and Commissioner Evans; Voting in opposition: Commissioner Boose)

Commissioner Lancaster, Chairman of the Policy Committee asked that the Committee consider Item 5. next because of residents of Mt. Vernon Estates who were in attendance.

5. CONSIDERATION OF REQUEST FROM RESIDENTS OF MT. VERNON ESTATES TO PROCEED WITH A WATERSHED IMPROVEMENT

BACKGROUND:

The owners of 16 properties fronting on the lake at Mt. Vernon Estates have submitted a petition requesting the County to repair the lake's dam through the special assessment process as a watershed improvement project. The dam was breached by Hurricane Matthew. Based on the county attorney's review of the GIS maps, there appear to be 25 properties fronting on the lake. The petitioners obtained a project cost estimate of the dam repair prepared by C. Douglas Jewell, P.E. His estimate of the cost is \$558,630. The petitioner also obtained an engineering report from Mr. Jewell in which he certifies that the restoration of the lake will be a significant benefit to the community and an enhancement to the surrounding watershed and its environment.

The statutes in Chapter 139 define what constitutes a watershed improvement project and a watershed improvement work. A dam is an impoundment structure that can be used for the statutorily authorized watershed purposes. Although the types of watershed improvement projects authorized by the special assessment statutes are not limited to those authorized by Chapter 139, the county attorney advises to follow the requirements of

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Chapter 139 because this is the only guidance that is available as to how these projects should be undertaken. One of those requirements is that the work plan be submitted to the Soil and Water Conservation Commission for review and approval or disapproval.

The engineering report provided by the petitioners does not fully address the area of the watershed being improved and the parcels of land that are benefiting from this improvement. Additional engineering will be required to obtain that information. Under the newly adopted special assessments policy, the county may contract for that engineering or require the petitioners to obtain it. It is unlikely that the lakefront properties are the only parcels in this watershed that will be benefited. It will also be necessary for the county to acquire permanent rights in the land on which the dam is located to construct the project and maintain it.

RECOMMENDATION/PROPOSED ACTION:

The county attorney advises that before the County undertakes this project, the engineering be done to establish all the properties that will benefit in this watershed and whether the benefits will accrue uniformly to differing classes of property. Also, it must be determined that the County can obtain sufficient rights in the land on which the dam is located to construct the project and maintain it in the future.

Rick Moorefield, County Attorney, reviewed the background information and recommendation as recorded above. Questions and discussion followed.

Commissioner Council stated she does not feel the County is in the position to take on this project as the County is constantly receiving requests.

MOTION: Commissioner Lancaster moved to recommend to the full board approval of the consideration of the request from the residents of the Mt. Vernon Estates to proceed with the watershed improvement project, subject to the Petitioners providing the additional engineering information recommended by the County Attorney and the work plan being submitted to the Soil and Water Conservation Commission for approval.

SECOND: Commissioner Boose

VOTE: PASSED (Voting in favor: Commissioner Lancaster and Commissioner Boose; Voting in opposition: Commissioner Evans)

Commissioner Evans stated he would like to receive further information before he votes for this issue because he still is not clear who would pay for the engineering firm. Mr. Moorefield responded the petitioners would be responsible to provide the additional engineering work, but if this moves forward it would be a County project.

4. CONSIDERATION OF AMENDMENT TO COUNTY PURCHASING POLICY (1) BY INCORPORATING FEDERAL UNIFORM GUIDANCE

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PROCUREMENT STANDARDS (2) EXCEPTING THE SHERIFF'S OFFICE FROM THE PURCHASING POLICY

BACKGROUND:

The Federal Office of Budget and Management (OMB) has updated its Uniform Guidance Procurement Standards. The County must comply with these standards beginning July 1, 2018. The standards apply to the County when expending federal financial assistance funds including United States Department of Agriculture (USDA) loans and grants, Community Development Block Grant (CDBG) funds, Federal Emergency Management Agency (FEMA) Public Assistance disaster relief grants, and other programs, either directly funded or reimbursement driven.

The Local Government Commission (LGC) and the University of North Carolina School of Government (UNC-SOG) have provided guidance to local governments throughout the state in regard to the implementation of the Uniform Guidance. Locally, the County has taken the following steps toward timely implementation:

- Identified impact by determining applicable departments within the County
- Key staff of the applicable departments (and those who are responsible for sub-recipient funding) attended the April 24, 2018 training webinar hosted by legal and financial professionals from the LGC and UNC-SOG
- Reviewed current policies to ensure compliance with the standards of conduct, conflicts of interest, and gift bans in accordance Uniform Guidance
 - The Code of Ethics (Section 501) of the Personnel Ordinance adopted by the Board on June 20, 2016 covers these items per Legal
- Revised (currently in draft form) the County's Purchasing Policy to incorporate Uniform Guidance policy language as provided by the UNC-SOG

RECOMMENDATION/PROPOSED ACTION:

Management recommends the Policy Committee approve and forward to the Board of Commissioners the following action:

Approve the revised Purchasing Policy which now incorporates the Federal Uniform Guidance Procurement Standards.

Cumberland County
Section I – Board Approved Policies
Subsection 3: Cumberland County Financial / Audit
Policy No. 3-3: Purchasing Policy (3.1 Local Preference Policy)

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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, ~~and June 5, 2017,~~ and June 18, 2018 by the Board of Commissioners.

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 were 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).

2.0 SCOPE

This policy applies to all County employees conducting purchases on behalf of Cumberland County, with the exception of the Office of the Sheriff and its employees, which shall conduct its own program and procedures for purchasing.

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 \$1,000 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 document (invoice, quote, proposal, etc.) with sale details.

3.3 Purchases & Services

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Less than 1,000

Department heads shall authorize services or purchases of apparatus, supplies, materials or equipment up to \$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.

\$1,000 – \$29,999.99

Department heads shall solicit proposals for services or purchases of apparatus, supplies, materials or equipment when the estimated cost is between \$1,000 - \$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.

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, except for 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 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 will must approve bid awards in amounts between \$90,000 - \$99,999.99. The Board of County Commissioners must approve bid awards in amounts of \$100,000 or greater.

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.

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

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telephone, within the established limits of these procedures. Department heads may designate individuals to receive procurement cards. Procurement cardholders must attend a class in 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

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 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, even if the funds have been approved by the Board of Commissioners in the original budget.

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 ~~General Statute~~Federal and State Law Compliance

Federal law and North Carolina general statutes allow local policy to be more restrictive ~~than general statute.~~ 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.

4.0 IMPLEMENTATION

The Finance Director is responsible for implementing and enforcing this Policy; except as it pertains to the Office of the Sheriff and its employees; 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. The Finance Officer shall not be responsible for implementing any programs or procedures for purchasing implemented by the Sheriff's Office.

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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.

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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.

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- 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 \$150,000 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

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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 \$3,500** 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.

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B. Service Contracts (except for A/E professional services) and **Purchase Contracts costing \$3,500 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.”

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D. Service Contracts (except for A/E professional services) **costing \$150,000 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 \$3,500 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.

F. Construction and repair contracts costing \$3,500 up to \$150,000 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.

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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 \$150,000 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

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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 under \$150,000 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.

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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 \$150,000 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.

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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. 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.

Vicki Evans, Finance Director, reviewed the background information and recommendation and information as recorded above.

MOTION: Commissioner Evans moved to recommend to the full board approval of the proposed amendments to the County's Purchasing Policy by incorporating federal uniform guidance procurement standards.

SECOND: Commissioner Boose

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VOTE: UNANIMOUS (3-0)

Ms. Evans stated what lead to the Sheriff's Office electing not to participate in the County's Purchasing Policy was a difference in opinion of whether to issue a formal bid for uniforms for the Sheriff's Office. Ms. Evans stated she is concerned about this concept because it crosses over to G.S. 159 compliance and also statutory low bid requirements. Ms. Evans stated in discussion with the County's audit engagement partner, she was informed that if an exception is allowed, there must be another policy in place because an exception from policy is not an exception from compliance with state and federal regulations, whichever may apply.

Commissioner Boose asked Ms. Evans whether she had seen a copy of Sheriff's Office policy that must be in place for them to have an exception to the County's policy. Ms. Evans responded in the negative. Commissioner Boose asked whether the Sheriff's Office had a policy. Ms. Evans stated it is her understanding that the Sheriff's Office does not have a written policy in regard to purchasing.

Mr. Moorefield stated this puts Ms. Evans as the Finance Officer in a difficult situation because the only control she has over the Sheriff's Office is not to write checks, but the Board and auditors expect her to comply with all state laws and County policies. Mr. Moorefield stated there is basically a difference in opinion between the attorney for the Sheriff's Office and himself as to application of the State's purchasing law as they relate to the Sheriff's Office.

MOTION: Commissioner Boose moved to recommend to the full board denial of the proposed amendment to the County's Purchasing Policy by excepting the Sheriff's Office from the Purchasing Policy.

SECOND: Commissioner Evans

VOTE: UNANIMOUS (3-0)

6. OTHER ITEMS OF BUSINESS

There were no other items of business.

MEETING ADJOURNED AT 10:30 AM



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 6/8/2018

SUBJECT: CASE P18-17

BACKGROUND

Case P18-17: Rezoning of 5.28+/- acres from A1 Agricultural & R10 Residential to C(P) Planned Commercial or to a more restrictive zoning district; located at the southwest quadrant of the intersection of NC Hwy 24 & SR 1843 (Magnolia Church Road); submitted by Kevin Carroll & Rhett Bunce (owners) & Wesley S. Campbell on behalf of The Gas Mart, Inc. (agent).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Unanimously recommended approval of the staff recommendation at the May 15, 2018 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case P18-17, the Planning and Inspections Staff recommends approval of the rezoning from A1 Agricultural & R10 Residential to C(P) Planned Commercial and find: a. The approval is an amendment to the adopted current Stedman Land Use Plan (1999) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the requested district is consistent with the more recently adopted 2030 Growth Vision Plan (2009) which calls for "community growth areas" at this location and meets the location criteria for "heavy commercial" as defined in the Land Use Policies Plan (2009) particularly because of the recent NC Hwy 24 improvements; c. And, this rezoning approval is reasonable and in the public interest because the new NC Highway 24 has controlled access and the request is consistent with similar approvals in the area.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board and Planning Staff in this case, the following motion is appropriate:

MOTION:

In Case P18-17, I move to approve the rezoning from A1 Agricultural and R10 in Stedman jurisdiction to C(P) Planned Commercial and find: a. The approval is an amendment to the adopted current Stedman Land Use Plan (1999) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the requested district is consistent with the more recently adopted 2030 Growth Vision Plan (2009) which calls for “community growth areas” at this location and meets the location criteria for “heavy commercial” as defined in the Land Use Policies Plan (2009) particularly because of the recent NC Hwy 24 improvements; c. And, this rezoning approval is reasonable and in the public interest because the new NC Highway 24 has controlled access and the request is consistent with similar approvals in the area.

ATTACHMENTS:

Description

Case P18-17

Type

Backup Material

Charles Morris,
Chair
Town of Linden

Diane Wheatley,
Vice-Chair
Cumberland County

Jami McLaughlin,
Town of Spring Lake
Harvey Cain, Jr.,
Town of Stedman

Vacant
Wade, Falcon & Godwin



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

Planning & Inspections Department

Thomas J. Lloyd,
Director

Cecil P. Combs,
Deputy Director

Vikki Andrews,
Carl Manning,
Lori Epler,
Cumberland County

Stan Crumpler,
Town of Eastover

Patricia Hall,
Town of Hope Mills

JUNE 8, 2018

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P18-17:** Rezoning of 5.28+/- acres from A1 Agricultural & R10 Residential to C(P) Planned Commercial or to a more restrictive zoning district; located at the southwest quadrant of the intersection of NC Hwy 24 & SR 1843 (Magnolia Church Road); submitted by Kevin Carroll & Rhett Bunce (owners) & Wesley S. Campbell on behalf of The Gas Mart, Inc. (agent). (Stedman & County)

ACTION: Unanimously recommended approval of the staff recommendation at the May 15, 2018 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

PROPERTY INFORMATION: **Frontage & Location:** 490'+/- on NC Hwy 24; 439'+/- on SR 1843 (Magnolia Church Road); **Depth:** 500'+/-; **Adjacent Property:** None; **Current Use:** Vacant; **Municipal Influence Area:** County portion in Stedman MIA; **Initial Zoning:** A1 – September 3, 1996 (Area 20); R10 – Stedman portion; **Nonconformities:** None; **Zoning Violation(s):** None; **School Capacity/Enrolled:** Stedman Primary: 200/178; Stedman Elementary 300/306; Mac Williams Middle: 1270/1104; Cape Fear High: 1425/1482; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** Stedman/Stedman; **Soil Limitations:** Yes: Hydric Inclusion- Ly (Lynchburg sandy loam); **Subdivision/Site Plan:** If approved, site plan review required; **Average Daily Traffic County (2014):** 470 on SR 1843 (Magnolia Church Road); **Highway Plan:** NC Highway 24 is identified as an Expressway Existing in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned; no impact on the Transportation Improvement Plan; **Notes:** **Density:** A1- 1 lot/2 units, R10- 12 lots/13 units; **Minimum Yard Setbacks:** **A1:** Front yard: 50', Side yard: 20', Rear yard: 50'; **R10:** Front yard: 30', Side yard: 10', Rear yard: 35'; **C(P):** Front yard: 50'; Side yard: 30', Rear yard: 30'; **Surrounding Land Use:** Residential, general office, woodland; **Comprehensive Plans:** **2030 Growth Vision Plan:** Community Growth Areas; **Stedman Land Use Plan:** Low Density Residential & Suburban Residential

MINUTES OF MAY 15, 2018

In Case P18-17, the Planning and Inspections Staff recommends approval of the rezoning from A1 Agricultural & R10 Residential to C(P) Planned Commercial and find:

- a. The approval is an amendment to the adopted current Stedman Land Use Plan (1999) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request;
- b. The following change in conditions was considered in amending the zoning ordinance (zoning

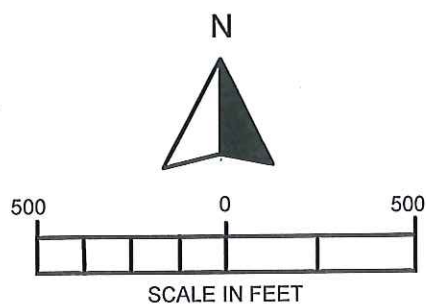
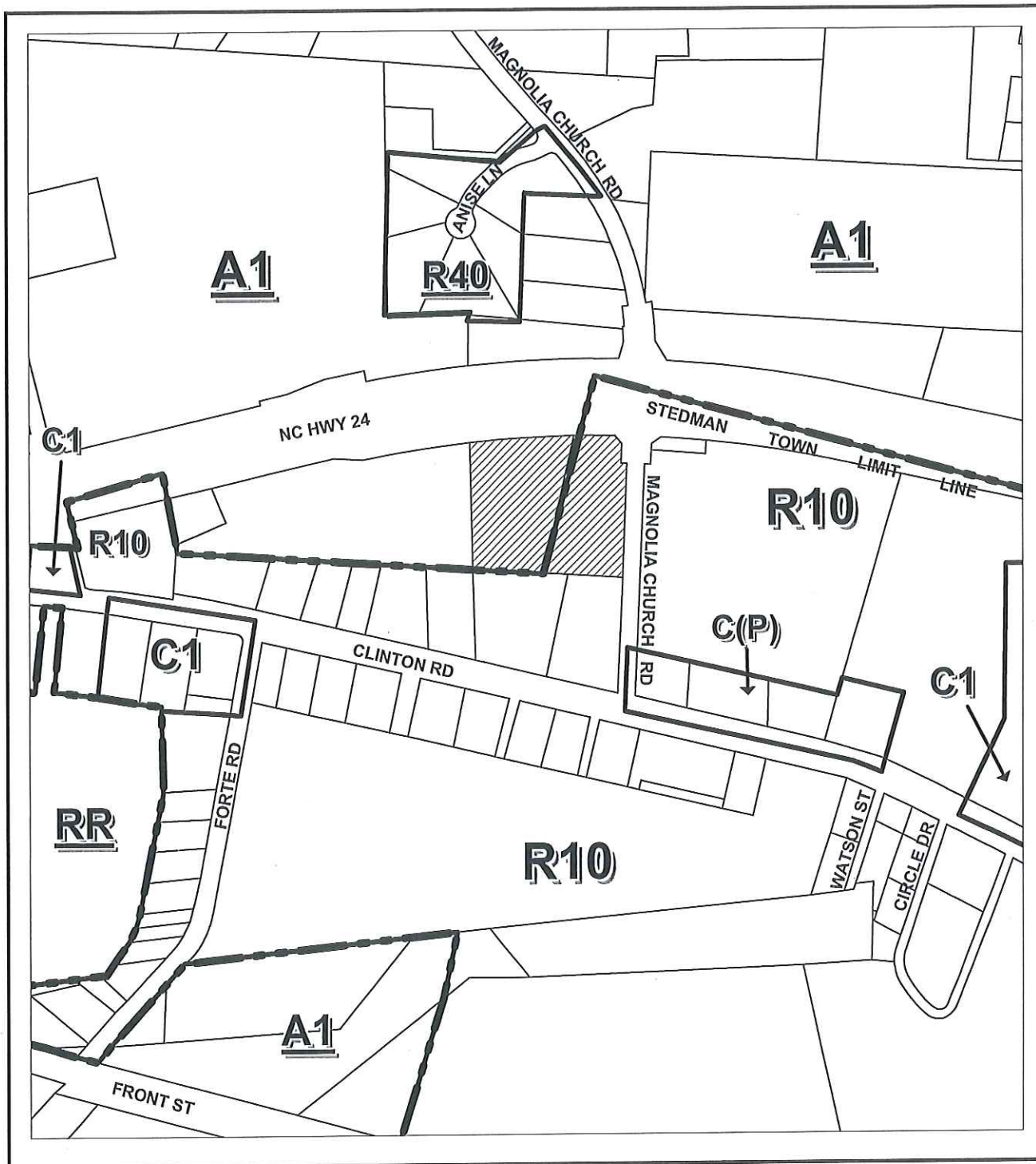
map) to meet the development needs of the community: the requested district is consistent with the more recently adopted 2030 Growth Vision Plan (2009) which calls for "community growth areas" at this location and meets the location criteria for "heavy commercial" as defined in the Land Use Policies Plan (2009) particularly because of the recent NC Hwy 24 improvements;

- c. And, this rezoning approval is reasonable and in the public interest because the new NC Highway 24 has controlled access and the request is consistent with similar approvals in the area.

In Case P18-17, Mrs. Epler made a motion, seconded by Mr. Manning to approve the rezoning from A1 Agricultural & R10 Residential to C(P) Planned Commercial and find: a. The approval is an amendment to the adopted current Stedman Land Use Plan (1999) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the requested district is consistent with the more recently adopted 2030 Growth Vision Plan (2009) which calls for "community growth areas" at this location and meets the location criteria for "heavy commercial" as defined in the Land Use Policies Plan (2009) particularly because of the recent NC Hwy 24 improvements; c. And, this rezoning approval is reasonable and in the public interest because the new NC Highway 24 has controlled access and the request is consistent with similar approvals in the area. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith.



REQUESTED REZONING R10 & A1 TO C(P)

ACREAGE: 5.28 AC.+/-		HEARING NO: P18-17	
ORDINANCE: STEDMAN/COUNTY		HEARING DATE	ACTION
STAFF RECOMMENDATION			
PLANNING BOARD			
GOVERNING BOARD			

PIN: 0486-91-4541
PIN: 0486-91-1594

AKJ
5/2/2018



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 6/8/2018

SUBJECT: CASE P18-19

BACKGROUND

Case P18-19: Rezoning of 2.00+/- acres from A1 Agricultural to R40 Residential or to a more restrictive zoning district; located on south side of SR 2240 (H Bullard Road), west of SR 2239 (Cypress Lakes Road); submitted by Percy & Vivien Lunsford (owner) and Tim Evans on behalf of Longleaf Properties (agent).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the staff recommendation to approve the request for rezoning at the May 15, 2018 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference. The motion passed with Ms. Hall and Dr. Andrews voting in opposition.

Staff Recommendation: In Case P18-19, the Planning and Inspections Staff recommends approval of the rezoning from A1 Agricultural to R40 Residential and find: a. The approval is an amendment to the adopted current South Central Land Use Plan (2015) map which calls for “low density residential” at this location; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the parcel lacks the public sewer to support “low density residential”; c. And, this rezoning approval is reasonable and in the public interest because the district requested will limit uses on this site to primarily single-family residential uses and is accordant with previous approvals in the general area.

If the Board of Commissioners wish to follow the recommendation of the Planning Board and Planning Staff in this case, the following motion is appropriate:

MOTION:

In Case P18-19, I move to approve the rezoning from A1 Agricultural to R40 Residential and find: a. The approval is an amendment to the adopted current South Central Land Use Plan (2015) map which calls for “low density residential” at this location; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the parcel lacks the public sewer to support “low density residential”; c. And, this rezoning approval is reasonable and in the public interest because the district requested will limit uses on this site to primarily single-family residential uses and is accordant with previous approvals in the general area.

ATTACHMENTS:

Description

Case P 18-19

Type

Backup Material

Charles Morris,
Chair
Town of Linden

Diane Wheatley,
Vice-Chair
Cumberland County

Jami McLaughlin,
Town of Spring Lake
Harvey Cain, Jr.,
Town of Stedman

Vacant,
Wade, Falcon & Godwin



CUMBERLAND
COUNTY
NORTH CAROLINA

Planning & Inspections Department

Thomas J. Lloyd,
Director

Cecil P. Combs,
Deputy Director

Vikki Andrews,
Carl Manning,
Lori Epler,
Cumberland County

Stan Crumpler,
Town of Eastover

Patricia Hall,
Town of Hope Mills

JUNE 8, 2018

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P18-19:** Rezoning of 2.00+/- acres from A1 Agricultural to R40 Residential or to a more restrictive zoning district; located on south side of SR 2240 (H Bullard Road), west of SR 2239 (Cypress Lakes Road); submitted by Percy & Vivien Lunsford (owner) and Tim Evans on behalf of Longleaf Properties (agent).

ACTION: Recommended approval of the staff recommendation to approve the request for rezoning at the May 15, 2018 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference. The motion passed with Ms. Hall and Dr. Andrews voting in opposition.

PROPERTY INFORMATION: **Frontage & Location:** 255'+/- on SR 2240 (H Bullard Road); **Depth:** 336'+/-; **Adjacent Property:** Yes, adjacent parcel to west; **Current Use:** Vacant; **Initial Zoning:** A1 – June 25, 1980 (Area 13); **Nonconformities:** None; **Zoning Violation(s):** None; **School Capacity/Enrolled:** Alderman Road Elementary: 750/691; Gray's Creek Middle: 1100/1061; Gray's Creek High: 1470/1496; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** PWC/Septic; **Soil Limitations:** None; **Subdivision/Site Plan:** If approved, subdivision or group development may be required; **Average Daily Traffic County (2016):** 840 on SR 2240 (H Bullard Road); **Highway Plan:** H Bullard Road is identified as a Local Road in the 2040 Metropolitan Transportation Plan with no constructions/ improvements planned; no impact on the Transportation Improvement Plan; **Notes:** Density: A1- 1 lot/unit, R40- 2 lots/units; Minimum Yard Setbacks: **A1:** 50', 20', 50'; **R40:** Front yard: 30', Side yard: 15', Rear yard: 35'; **Surrounding Land Use:** Residential (including manufactured homes), woodland; **Comprehensive Plans:** **2030 Growth Vision Plan:** Urban; **South Central Land Use Plan:** Low Density Residential (R7.5 & R15)

MINUTES OF MAY 15, 2018

Ms. Speicher presented the case information and photos.

In Case P18-19, the Planning and Inspections Staff recommends approval of the rezoning from A1 Agricultural to R40 Residential and find:

- a. The approval is an amendment to the adopted current South Central Land Use Plan (2015) map which calls for "low density residential" at this location; and that the Board of Commissioners should not require any additional request or application for amendment to

said map for this request;

- b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the parcel lacks the public sewer to support "low density residential";
- c. And, this rezoning approval is reasonable and in the public interest because the district requested will limit uses on this site to primarily single-family residential uses and is accordant with previous approvals in the general area.

There were people present to speak in favor and in opposition.

Mr. Tim Evans spoke in favor. Mr. Evans stated that the speakers that are opposed to this request are concerned about Loblolly Road changing from a Class "C" road to a Class "B" road. But, Loblolly can't be changed without all property owners consent. The builder that is interested in these lots will leave buffers on two sides and the back of the property. The intent is to build two nice homes on the property. Nothing will change on Loblolly Road.

Dr. Andrews asked Mr. Evans about the road not being able to be changed.

Mr. Evans reiterated that Loblolly is a Class "C" road and could not be changed without all of the homeowners' consent.

Ms. Speicher elaborated on the rules for Class "C" private streets.

Mr. Terry Owen spoke in opposition. Mr. Owen presented the Board with copies of the unrecorded Restrictive Covenants for Loblolly Plantation and an General Warranty Deed. Mr. Owen stated that the restrictive covenants specify one dwelling per lot, but also stated that the he understood that the County does not enforce covenants. Mr. Owen stated this was the first time that a homeowner has requested zoning to anything other than A1 and the rezoning request is not in harmony with the other owners. There are concerns with the request being approved and others to follow and there being more than one dwelling per lot. Mr. Owen said that he was concerned that this would be considered spot zoning.

Mrs. Epler advised Mr. Owen that according to the GIS Map, Lot 11 had been subdivided, the aerial map was pulled up and showed two structures on Lot 11, which had been subdivided. Mrs. Epler asked if the owners association agreed to that.

Mr. Owen said he didn't know, that house was there when he moved in.

Ms. Speicher clarified that the lot Mrs. Epler was looking at was Lot 12.

Ms. Epler asked if Lot 12 was subject to the restrictive covenants.

Mr. Owen said that Lot 12 was not subject to the covenants, Lot 12 A is not in Loblolly Plantation.

Ms. Speicher stated that Lot 11 was now part of Lot 12 A. Ms. Speicher pulled up the property information and it shows that Lot 11 was subdivided and was part of the Loblolly Subdivision.

Mrs. Epler said that she wanted the Board to know that what the restrictive covenants are saying has already been done one time. The plat was recorded August of 1988 and in 1989 Lot 11 was

subdivided.

Mr. Evans spoke in rebuttal. Mr. Evans reiterated that Loblolly Road can't change without everyone's consent. They have no intent on that happening. There will be two one acre lots with nice houses and he will fight for buffers.

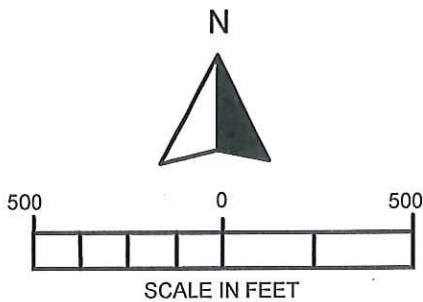
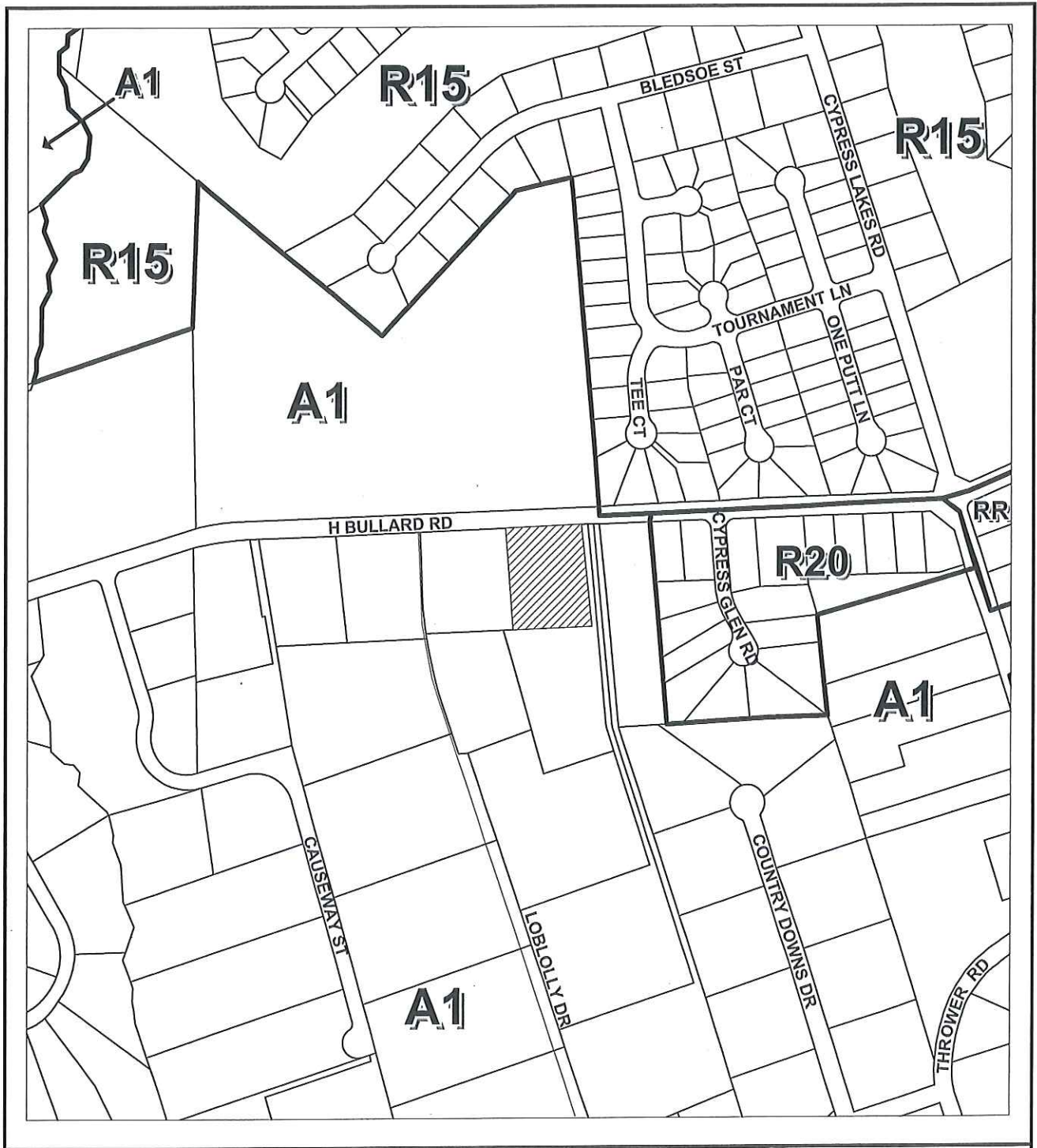
Mrs. Epler asked Mr. Moorefield about the restrictive covenants, if the request was approved by the Planning Board and Board of Commissioners, are there legal ramifications?

Mr. Moorefield said no, the property owners would have to sue.

In Case P18-19, Mr. Manning made a motion, seconded by Mrs. Epler to approve the rezoning from A1 Agricultural to R40 Residential and find: a. The approval is an amendment to the adopted current South Central Land Use Plan (2015) map which calls for "low density residential" at this location; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the parcel lacks the public sewer to support "low density residential"; c. And, this rezoning approval is reasonable and in the public interest because the district requested will limit uses on this site to primarily single-family residential uses and is accordant with previous approvals in the general area. The motion passed with Ms. Hall and Dr. Andrews voting in opposition.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith.



REQUESTED REZONING A1 TO R40

ACREAGE: 2.00 AC. +/-

HEARING NO: P18-19

ORDINANCE: COUNTY

HEARING DATE

ACTION

STAFF RECOMMENDATION

PLANNING BOARD

GOVERNING BOARD

PIN: 0432-62-9747

AKJ

NORTH CAROLINA

CUMBERLAND COUNTY

RESTRICTIVE COVENANTS

THIS AGREEMENT, made this the _____ day of August, 1988, by and between THOMAS B. WARING and wife, BETTY J. WARING, CURRIE K. DOWLESS and wife, LOIS B. DOWLESS, JOHN M. IVEY and wife, JANICE C. IVEY, all of

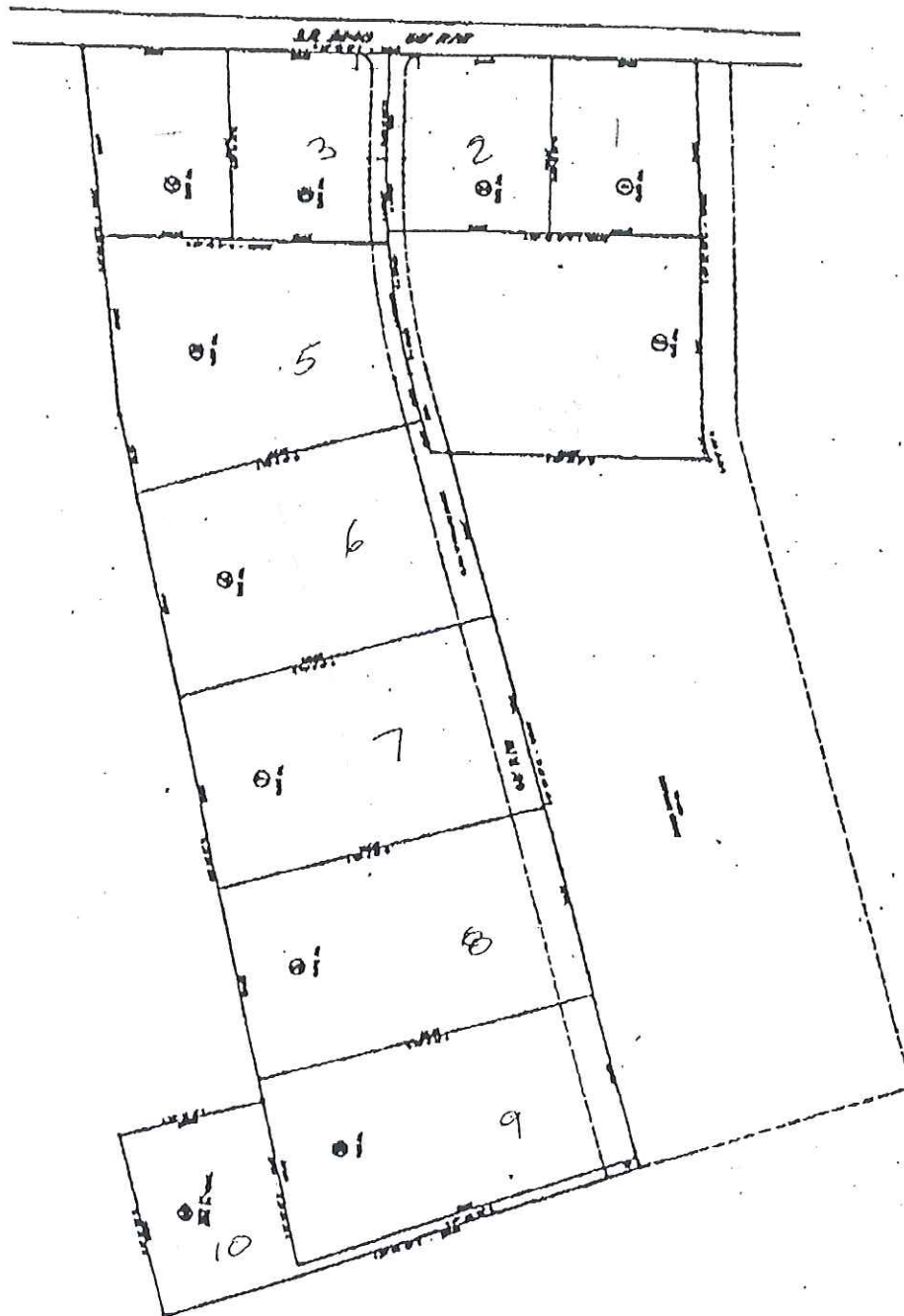
Cumberland County, North Carolina, Parties of the First Part; and all owners and future owners of lots in the subdivision known as "LOBLOLLY PLANTATION" as per Plat thereof recorded in Plat Book 65, Page 70, Cumberland County Registry, Parties of the Second Part;

THAT WHEREAS, the Parties of the First Part are the owners of all lots located within the subdivision designated as "Loblolly Plantation", a map of which appears in the Office of the Register of Deeds for Cumberland County in Plat Book 65, Page 70; and

WHEREAS, the parties hereto desire to increase the stability and appeal of said lots by impressing certain Restrictive Covenants on the lots in said subdivision.

NOW THEREFORE, in order to accomplish said Restrictive Covenants and in consideration of the mutual benefits to the parties hereto, the Parties of the First Part covenant and agree that said lots in the subdivision designated as "Loblolly Plantation", in Plat Book 65, Page 70, of the Cumberland County Registry, are subject to and there is hereby imposed upon said "lots", Restrictive Covenants as herein set forth, said covenants are to run with the land and be binding upon all parties and all persons claiming under them until January 1, 1998, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part and said agreements are embodied in writing and recorded in the Cumberland County Registry.

EXHIBIT A, LUGBALLY PLANTATION LOTS 8 and 9 MARCH 18, 1991



LOBLOLLY PLANTATION

Surveyed by
J. H. Floyd
March 18, 1991

CUMBERLAND
COUNTY, N.C.

3 3 6 7 5

STATE OF
NORTH
CAROLINA



Local Excise
Excise Tax
\$16.00

BOOK 415 PG 0060

RECEIVED

041938

86 AUG 29 PM 4:

GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

27366

Excise Tax \$16.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
Verified by County on the day of, 19....
by

Mail after recording to REID, LEWIS & DEESE, ATTORNEYS
P. O. Drawer 1358, Fayetteville, North Carolina 28302

This instrument was prepared by RICHARD M. LEWIS, JR.

Brief description for the Index Lots 1 & 2, Loblolly Plantation

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 25th day of August, 1988, by and between

GRANTOR

GRANTEE

CURRIE K. DOWLESS and wife,
LOIS B. DOWLESS

PERCY LUNSFORD and wife,
VIVIEN J. LUNSFORD

P. O. Box 1921
Lumberton, North Carolina 28359

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all certain lot or parcel of land situated ^{near} ~~in~~ the City of Fayetteville, Grays Creek Towns Cumberland County, North Carolina and more particularly described as follows:

BEING all of Lots 1 and 2 of Loblolly Plantation per plat of same duly recorded in Book of Plats 65, Page 70, Cumberland County, North Carolina, Registry.



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 6/11/2018

SUBJECT: PUBLIC HEARING ON AMENDMENT TO FLOOD DAMAGE PREVENTION ORDINANCE AND REVISED FLOOD INSURANCE RATE MAPS (FIRMS)

BACKGROUND

On October 16, 2006, the Board of Commissioners adopted a revised Flood Damage Prevention Ordinance and new Flood Insurance Rate Maps (FIRMS) for Cumberland County resulting from the North Carolina 2001 Floodplain Mapping Program initiative. The revised ordinance and maps became effective on January 5, 2007. Subsequent to this action, there were several errors identified on the FIRMS and the Board of Commissioners held a public hearing on the revised maps and ordinance on December 17, 2007 and amended the Flood Damage Prevention Ordinance at the conclusion of the public hearing.

The North Carolina Floodplain Mapping Program is in the process of issuing new FIRMS for Sampson County. Cumberland County has two FIRMS that are changing as a result of the new FIRMS being issued for Sampson County. The County's Flood Damage Prevention Ordinance does not have an automatic adoption clause for updates, therefore any changes to the FIRMS or ordinance requires that the FIRMS be readopted and the ordinance be amended with the change in effective date. Attached is a copy of the ordinance amendment. The County must adopt the ordinance amendment and FIRMS on or before June 20, 2018. Failure to do so may result in suspension from the National Flood Insurance Program, revocation of all flood policies and becoming ineligible for Federal and State disaster assistance. For these reasons, the effective date of our Flood Damage Prevention Ordinance must now be revised to reflect the effective date of the newly issued FIRMS. The effective date will be June 20, 2018.

In order to amend the Flood Damage Prevention Ordinance and revise the FIRMS, a public hearing must be held to receive public comment. The Board of Commissioners at its May 21, 2018 meeting set June 18, 2018 at 6:45 PM for the required public hearing. The Notice of Public Hearing was published in the Fayetteville Observer on June 8th and will be published again on June 15th.

RECOMMENDATION / PROPOSED ACTION

The Engineering & Infrastructure Director, the County Attorney and County Management recommend that the Board of Commissioners adopt the amendment to the Flood Damage Prevention Ordinance and the revisions to the FIRMS at the conclusion of the Public Hearing.

ATTACHMENTS:

Description	Type
Flood Prevention Damage Ordinance Amendment	Backup Material

AMENDING CHAPTER 6.5 – FLOOD DAMAGE PREVENTION

**AN ORDINANCE AMENDING CHAPTER 6.5 OF THE CUMBERLAND COUNTY
CODE OF ORDINANCES ENTITLED “FLOOD DAMAGE PREVENTION”**

**BE IT ORDAINED BY THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS
THAT:**

Chapter 6.5, Article 3, General Provisions: Section B of the County Code is hereby amended to read as follows:

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) and its accompanying Flood Insurance Rate Maps (FIRM), for Cumberland County, North Carolina (unincorporated areas) dated ~~December 18, 2007~~ **June 20, 2018**, which are adopted by reference and declared to be a part of this ordinance.

The initial Flood Insurance Rate Maps are as follows for the jurisdictional areas at the initial date:

- Cumberland County Unincorporated Area, dated February 17, 1982;
- Town of Eastover, dated February 17, 1982;
- Town of Falcon, dated January 05, 2007;
- Town of Godwin, dated January 05, 2007;
- Town of Linden, dated January 05, 2007;
- Town of Stedman, dated January 05, 2007;
- Town of Wade, dated January 05, 2007;

This ordinance shall become effective June 20, 2018.

COUNTY OF CUMBERLAND

BY: _____
Larry L. Lancaster, Chairman
Board of County Commissioners

ATTEST

BY: _____
Candice White, Clerk



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA JACKSON, DSS DIRECTOR

DATE: 6/12/2018

**SUBJECT: UPDATE ON HB 630 AS REFLECTED IN MEMORANDUM OF
UNDERSTANDING BETWEEN NC DEPARTMENT OF HEALTH & HUMAN
SERVICES AND CUMBERLAND COUNTY**

BACKGROUND

As the Board is aware, House Bill 630 was legislation introduced in an effort to improve the provision of Child Welfare services delivered by departments of Social Services in the State of North Carolina. The result of the legislation is articulated in **NC General Statute 108A-74, Counties required to enter into annual written agreement for all social services programs other than medical assistance; County department failure to provide child welfare services; State intervention in or control of child welfare service delivery.**

Mrs. Brenda Jackson, DSS Director, will give the Board an update on the legislation and review the performance measurements required in the Agreement.

RECOMMENDATION / PROPOSED ACTION

No action required; update for presentation purposes only.

ATTACHMENTS:

Description

MOU Between NC DHHS & Cumberland County

Type

Backup Material

**MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2018-19) BETWEEN
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
CUMBERLAND COUNTY**

A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina General Assembly

This Memorandum of Understanding ("MOU") is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the "Department") and Cumberland County a political subdivision of the State of North Carolina (hereinafter referred to as the "County") to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a "Party" and collectively as the "Parties."

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2018, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Cumberland County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the county enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of one year beginning July 1, 2018 and ending June 30, 2019.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in Attachments I through IX or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement/Corrective Action: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements or failure to comply with the terms of this MOU, the steps set forth in Attachment X will govern. For this MOU covering Fiscal Year 2018-2019, the Department will not initiate any actions set forth in Attachment X related to the mandated performance requirements until January 1, 2019. Nothing contained in this MOU or Attachment X shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

Waiver of Default: Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements: Child Welfare – Child Protective Services
- (4) Attachment II – Mandated Performance Requirements: Foster Care
- (5) Attachment III – Mandated Performance Requirements: Child Support
- (6) Attachment IV – Mandated Performance Requirements: Energy

- (7) Attachment V – Mandated Performance Requirements: Work First
- (8) Attachment VI – Mandated Performance Requirements: Food and Nutrition Services
- (9) Attachment VII – Mandated Performance Requirements: Adult Protective Services
- (10) Attachment VIII – Mandated Performance Requirements: Special Assistance
- (11) Attachment IX – Mandated Performance Requirements: Child Care Subsidy
- (12) Attachment X – Corrective Action

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While "County" is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies;
- (2) "County director of social services" also means the human services director, whichever applies; and
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary's Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County's obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Wayne Black, Director Division of Social Services 2401 Mail Service Center Raleigh, NC 27699-2401	Wayne Black, Director Division of Social Services NC DHHS Dorothea Dix Campus, McBryde Building Phone: 919-527-6338 Fax: 919-334-1018 Email wayne.black@dhhs.nc.gov

For Cumberland County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop mandatory performance requirements for each social services program based upon standardized metrics utilizing reliable data. The mandated performance requirements are identified in Attachments I through IX.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.

- ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.
 - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
- b. Compliance Monitoring:
 - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.
 - iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
 - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data related to their performance measurements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
 - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to,

corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.

e. Inter-agency Coordination:

- i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
- ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
- iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.
- iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.

(5) The Department shall timely meet all of its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachments I through IX.
- (2) The County shall comply with the following administrative responsibilities
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County's provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
 - b. Compliance:
 - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
 - ii. Develop and implement internal controls over financial resources related to the County's social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
 - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
 - c. Data Submission:
 - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
 - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.

- iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
 - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.
 - d. Communication:
 - i. Respond and provide related action in a timely manner to all communications received from the Department.
 - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
 - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leave of absences greater than two calendar weeks.
 - e. Inter-agency Cooperation:
 - i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
 - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
 - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
 - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the county have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security

incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

Choice of Law: The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2018 and shall continue in effect until June 30, 2019.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Cumberland County

BY: _____
Name

BY: _____
Name

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Witness: _____

Witness: _____

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services

DATE: _____

ATTACHMENT I — MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - CPS Assessments

	Performance Measure	Authority for the performance measure
1	The County will initiate 95% of all screened-in reports within required time frames	NC General statute 7B.302; 10A NCAC 70A .0105; Chapter VIII: Child Protective Services, Section 1408 - Investigative & Family Assessments
2	For all children who were victims of maltreatment during a twelve month period, no more than 9% received a subsequent finding of maltreatment	CFSR; Safety Outcome 1: Children are, first and foremost, protected from abuse and neglect.

**ATTACHMENT II— MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - Foster Care**

	Performance Measure	Authority for the performance measure
1	The County will document permanency goals for 95% of foster youth within 60 days of a child entering custody or for whom the county has placement authority.	1201 Child Placement Services - Chapter VIII Case Reviews: B-Required Time Frames for Case Reviews
2	The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	1201, Chapter V., Out of Home Placement Family Services Improvement Act of 2006 (Public Law 109–288) Title IV B

The below system performance measures require county and state level system collaboration and improvements to successfully meet targets.

	System Performance Measure	Authority for the system performance measure
1	The County will provide leadership for ensuring that 41% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care. DHHS will work with each county to identify growth targets.	CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.
2	The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, guardianship, or adoption, no more than 8.3% re-enter foster care within 12 months of their discharge. DHHS will work with each county to identify growth targets.	CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect
3	The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%. DHHS will work with each county to identify growth targets.	1201 Child Placement Services - Chapter IV Placement Decision Making: C-Maintaining One Single Stable Foster Care Placement CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.

**ATTACHMENT III— MANDATED PERFORMANCE REQUIREMENTS:
Child Support**

	Performance Measure	Authority for the performance measure
1	The county will achieve its given annual percentage of paternities established for children born out of wedlock.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
2	The county will achieve its given annual percentage of child support cases that are under an order.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
3	The county will achieve its given annual percentage of current child support paid.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
4	The county will achieve its given annual percentage of cases that received a payment towards arrears.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
5	The county will meet its annual goal of total child support collections.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives

**ATTACHMENT IV— MANDATED PERFORMANCE REQUIREMENTS:
Energy Programs**

	Performance Measure	Authority for the performance measure
1	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Energy Program Manual Section 400.03 d Federal Requirement 42 USC8621-8630 NC State Rule 10A N.C.A.C ch. 71V
2	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	NC Energy Programs Manual Section 400.03 A.2.d. Federal Requirement 42 USC8621 -8630 NC State Rules 10A N.C.A.C ch. 71V

**ATTACHMENT V— MANDATED PERFORMANCE REQUIREMENTS:
Work First**

	Performance Measure	Authority for the performance measure
1	The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities.	Work First Manual Section 001 Manual Section 003 TANF State Plan FFY 2016 - 2019 NC GS 108A-27.2(10) NC GS 108A-27.6(1) NC GS 108A-27.13(a) NC GS 108A-27.14(a) NC GS 108A-27.14(b)
2	The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that the they have completed the required number of hours of federally countable work activities.	Work First Manual Section 001 Work First Manual Section 003 TANF State Plan FFY 2016 - 2019 NC GS 108A-27.2(10) NC GS 108A-27.6(1) NC GS 108A-27.13(a) NC GS 108A-27.14(a) NC GS 108A-27.14(b)
3	The County will process 100% Work First applications within 45 days of receipt.	Work First Manual Section 104 TANF State Plan FFY 2016 - 2019 NC GS 108A-31
4	The County will process 100% Work First recertifications no later than the last day of the current recertification period.	Work First Manual Section 104 TANF State Plan FFY 2016 - 2019 NC GS 108A-31

**ATTACHMENT VI— MANDATED PERFORMANCE REQUIREMENTS:
Food and Nutrition Services**

	Performance Measure	Authority for the performance measure
1	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	FNS Manual Section 315 FNS_AL_1-2015 Federal Requirement 7 CFR 273.2
2	The County will process 95% of regular FNS applications within 25 days from the date of application.	FNS Manual Section 315 FNS_AL_1-2015 Federal Requirement 7 CFR 273.2
3	The County will ensure that 95% of FNS recertifications are processed on time, each month.	FNS Manual Section 425 Federal requirement 7 CFR 273.2
4	The County will ensure that 100% of Program Integrity claims are established within 180 days of the date of discovery.	FNS Manual Section 800 Federal Requirement 7 CFR 273.18

**ATTACHMENT VII— MANDATED PERFORMANCE REQUIREMENTS:
Adult Protective Services (APS)**

	Performance Measure	Authority for the performance measure
1	The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	NCGS § 108A-103 (d) (4)
2	The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	NCGS § 108A-103 (d) (4)

**ATTACHMENT VIII— MANDATED PERFORMANCE REQUIREMENTS:
Special Assistance (SA)**

	Performance Measure	Authority for the performance measure
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	10A NCAC 71P .0604; SA Policy 3110 II. D. 2.
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	10A NCAC 71P .0604; SA Policy 3110 II. D. 2.

ATTACHMENT IX— MANDATED PERFORMANCE REQUIREMENTS:
Child Care Subsidy

	Performance Measure	Authority for the performance measure
1	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	North Carolina Subsidized Child Care Assistance policy

ATTACHMENT X— CORRECTIVE ACTION

The following steps for corrective action covering this MOU do not impact or change any Program Improvement Plan or Corrective Action Plan between the Department and a County or County Department of Social Services that is in effect as of July 1, 2018.

Further, the Department will not take any action towards developing a Performance Improvement Plan or Corrective Action Plan related to the performance requirements contained within this MOU for a County or County Department of Social Services until January 1, 2019.

1. Non-Compliance with performance requirements or terms of the MOU

- a. In the event a County Department of Social Services (County DSS)** fails to satisfy a performance requirement for three consecutive months or fails to comply with a term of this MOU, the Department will provide the County DSS with written notification identifying the relevant performance requirement or term and how the County DSS failed to satisfy it.
- b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
- c. If the County DSS does not agree that it failed to satisfy the performance requirement or comply with the terms of the MOU, it shall set forth, in writing, the basis for its disagreement. If the County DSS believes its failure to adhere to a mandated performance requirement or term of this MOU is due in whole or in part upon the failure of the Department to meet any of its responsibilities under this MOU or other external factors (i.e., limited court dates, continuances, etc.), the County DSS shall set forth in writing how the failure of the Department or external factors to meet its responsibility to the County DSS contributed to the inability of the County DSS to meet the mandated performance standard or other term of this MOU. This notice shall be received by the Department, along with all supporting documentation, within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
- d. If written notice is received in accordance with subsection (c) of this section, the Department will provide the appropriate division director with the all documentation received. Following a review of all documentation, the division director will provide the county with a decision to proceed in developing the performance improvement plan or to rescind the notice of non-compliance.

2. Performance Improvement Plan

- a. The County DSS and Department shall work together to develop a performance improvement plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the performance improvement plan.
- b. The performance improvement plan shall include, at a minimum:
 - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.
 - ii. The specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.

- c. The performance improvement plan shall be signed by the Department and the County DSS Director. A copy of the performance improvement plan will be sent to the chair of the DSS Governing Board.

3. Continued Non-Compliance

- a. In the event a County DSS continues to fail to satisfy a performance requirement or comply with the terms of the MOU for an extended period of time and is not meeting the terms of the performance improvement plan, the County DSS and the Department will enter into a corrective action plan, not to exceed a period of twelve months. An extended period of time is defined as three consecutive months, or five months out of a twelve-month period measured beginning with the first month after which the performance improvement plan is signed.
- b. The corrective action plan shall include, at a minimum:
 - i. A strategy to ensure regular supervisory oversight of the social services program at issue;
 - ii. A detailed strategy to ensure the issue central to the non-compliance is addressed and corrected;
 - iii. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy; and
 - iv. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.
- c. The corrective action plan will be signed by the Department and the County DSS Director. A copy of the corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

4. Failure to Complete Corrective Action Plan/Urgent Circumstances

- a. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- b. In circumstances of continuous extended non-compliance or other urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

** In the event the performance requirement or term of the MOU falls outside of the authority of the County DSS, the notification of non-compliance will be sent to the County, and all subsequent steps contained herein shall be followed by the County.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 6/12/2018

SUBJECT: CONSIDERATION OF REQUEST FROM CAMPBELL SOUP SUPPLY COMPANY, LLC, TO AMEND ITS ECONOMIC DEVELOPMENT INCENTIVES AGREEMENT

BACKGROUND

Robert Van Geons reports that Campbell Soup Supply Company, LLC, has requested that its economic development incentives agreement be amended to provide that the first \$100,000 of the annual cash incentives grants due under the agreement be paid to Excel Inc. d/b/a DHL Supply Chain (USA). This is for the purpose of using the cash grants as a match for a NC One grant from the N. C. Department of Commerce to Excel, which is the third party operator of the Project. This does not change the amount of the incentives or relieve Campbell of any of its obligations under the agreement. The proposed amendment is attached.

RECOMMENDATION / PROPOSED ACTION

County Attorney recommends approval of the amendment.

ATTACHMENTS:

Description

Firat Amendment

Type

Backup Material

**FIRST AMENDMENT TO THAT
ECONOMIC DEVELOPMENT INCENTIVES AGREEMENT**

between

CAMPBELL SOUP SUPPLY COMPANY L.L.C.

and

CUMBERLAND COUNTY, NORTH CAROLINA

***This First Amendment Approved by the Board of Commissioners
At Its Regular Meeting June 18, 2018***

THIS FIRST AMENDMENT to that ECONOMIC DEVELOPMENT INCENTIVES AGREEMENT between CAMPBELL SOUP SUPPLY COMPANY, L.L.C. and CUMBERLAND COUNTY, NORTH CAROLINA, which was approved by the Board of Commissioners January 16, 2018 (the "Agreement"), is dated the last date executed by either party to be effective according to the terms set forth herein (as supplemented or amended, this "First Amendment"), and is between, **CAMPBELL SOUP SUPPLY COMPANY L.L.C.**, a Delaware limited liability company having an office at 1 Campbell Place, Camden, NJ 08103 (the "Company"), and **CUMBERLAND COUNTY, NORTH CAROLINA**, a body politic and corporate and a political subdivision of the State of North Carolina, having an address of P.O. Box 1829, Fayetteville, NC 28302-1829 (the "County"). The Company and the County may from time to time hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, the Company wishes to enter into this First Amendment for the purpose of matching an economic incentives grant from the North Carolina Department of Commerce which is to be made to Excel Inc. d/b/a DHL Supply Chain (USA).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.0 Section 4.4 of the Agreement is amended by adding the following language at the end:

The first One Hundred Thousand Dollars (\$100,000) of the annual cash incentives grants becoming due under this Section shall be paid to Excel Inc. d/b/a DHL Supply Chain (USA), the third-party operator of the Project, for the purpose of matching a One NC grant.

2.0 All other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed in their corporate and governmental names, respectively by their duly authorized officers, all as of the dates indicated with the signature for each.

CAMPBELL SOUP SUPPLY COMPANY L.L.C.
by:

Its Managing Member

Date Signed: _____

Attest:

CUMBERLAND COUNTY, NORTH CAROLINA
by:

(SEAL)

Amy Cannon, County Manager

Date Signed: _____

Attest:

Candice White, Clerk to the Board

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

Vicki Evans, Finance Officer

This agreement has been reviewed and approved for execution by the County Manager..

Rickey L. Moorefield, County Attorney



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASST. COUNTY MANAGER

DATE: 6/13/2018

SUBJECT: REQUEST FOR AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY (CDBG-DR) GRANT AGREEMENT BETWEEN THE NC DEPARTMENT OF COMMERCE, THE NC DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT AND CUMBERLAND COUNTY

BACKGROUND

On June 7, 2018, Staff received an email from Michael Sprayberry, Director/Deputy Homeland Security Advisor with NC Emergency Management, requesting a response to a proposed amendment to the CDBG-DR grant agreement between the State and Cumberland County. While there has been prior mention that an amendment was forthcoming, the contents of the potential amendment had not been revealed until last week. Staff needs more time to contact other Tier 1 counties impacted by Hurricane Matthew and time to ask questions to Director Sprayberry and his staff. Staff will gather more information and disseminate it prior to the Board meeting on June 18th.

RECOMMENDATION / PROPOSED ACTION

Staff will gather additional information and provide it as quickly as possible prior to the regular meeting of the Board of Commissioners on June 18, 2018.

ATTACHMENTS:

Description

Proposed CDBG-DR Amendment Package

Type

Backup Material



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

June 7, 2018

Ms. Amy Cannon
Cumberland County Manager
117 Dick Street
Fayetteville, NC 28301

Dear Ms. Cannon,

Per our recent discussions, please find attached the amended CDBG-DR Grant Agreements and Budget Agreements for your county.

We appreciate your support throughout this long-term recovery process. If you have any additional questions, please feel free to contact me at (919) 369-4174.

Sincerely,

Michael A. Sprayberry
Director/Deputy Homeland Security Advisor
NC Emergency Management

MAILING ADDRESS:
4236 Mail Service Center
Raleigh NC 27699-4236
www.ncdps.gov
www.readync.org



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Fax: (919) 825-2685

AMENDMENT NUMBER 1

TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY GRANT AGREEMENT BETWEEN THE NC DEPARTMENT OF COMMERCE, THE NC DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT AND CUMBERLAND COUNTY, NC

This is Amendment Number 1 to the Grant Agreement between the NC Department of Commerce (“Commerce” or “CDBG-DR”), NC Department of Public Safety (“NCEM” or “Subrecipient”) and Cumberland County, North Carolina (“Sub-subrecipient”) executed on December 1, 2017.

This Amendment serves to amend the agreement in the following sections of the GRANT AGREEMENT by replacing and/or adding the underlined amended provisions.

This Amendment serves to amend any Exhibits to the GRANT AGREEMENT by replacing old exhibits and/or adding in any new provisions in underline.

The remaining provisions in the grant agreement remain in force.

Article I. GENERAL TERMS AND CONDITIONS OF AGREEMENT

Section 1.01 Grant Documents. The documents described below are hereinafter collectively referred to as the “Grant Documents.” In the case of conflict between any of these documents, each shall have priority over all others in the order listed below. Upon execution and delivery of this Agreement, it and the other Grant Documents and items required hereunder will constitute a valid and binding agreement between the Parties, enforceable in accordance with the terms thereof. The Agreement and any amendments constitute the entire agreement between the Parties, superseding all prior oral and written statements or agreements.

The Grant Documents consist of:

- a. This Agreement
- b. Amendment # 1
- c. Exhibit A – Award Letter and Revised Term Sheet
- d. Exhibit B – Program Guidelines
- e. Exhibit C – Project Application
- f. Exhibit D – Project Schedule
- g. Exhibit E – Project Budget
- h.. Exhibit F - Budget Exhibit

Upon execution and delivery of the Agreement, and once Commerce and NCEM has encumbered the grant, and the Sub-subrecipient has received its counterpart original of the Agreement, fully executed and with all dates inserted where indicated on the cover sheet of the

Agreement, then the Agreement will constitute a valid and binding agreement between the Parties, enforceable with the terms thereof.

Section 1.01 Contract and Reimbursement Period. This is term for this grant agreement is two (2) years. The Sub-subrecipient shall commit one hundred percent (100%) of non-administrative Grant funds and provide documentation to NCEM of the commitments. All requests for reimbursement of funds for project activities other than continuing administrative costs must be made by the Payment Date. Commerce and NCEM's commitment to disburse Grant funds under this Agreement for non-administrative costs shall cease for remaining administrative costs on the Final Reimbursement Date.

It is the responsibility of the Sub-subrecipient to ensure that the Project is completed by the Expiration Date and that all reimbursements to be drawn down have been submitted to Commerce and NCEM by the Final Reimbursement Date. After the Expiration Date, any Grant monies remaining under this Agreement will no longer will be available to the Sub-subrecipient except to pay proper drawdowns for funds committed by the Expiration Date. After the Payment Date, any Grant monies other than a pro rata portion of administrative funds will no longer be available to the Sub-subrecipient. The burden is on the Sub-subrecipient to request any extensions under the Agreement if the Sub-subrecipient anticipates that the Project funds will not be committed by the Expiration Date or Commitment Dates as applicable. Any requests for extensions must be made in a writing addressed to Commerce and NCEM, explaining why an extension is needed and proposing the requested new date. Commerce and NCEM must receive this request at least 60 days before the affected date. Commerce and NCEM, within its sole discretion, may or may not approve the extension, based on Project performance and other contributing factors. Commerce and NCEM is not responsible for notifying the Sub-subrecipient of any approaching deadlines.

No funds may be obligated or expended in any project activity except the administration activity until the Sub-subrecipient provides Commerce and NCEM with documentation of registration in the Central Contractor Registration (CCR) system. The CCR system may be accessed online at www.sam.gov.

Section 1.03 Purpose.

A. As required under 2 CFR 200 Subpart D § 331, the CDBG-DR grant will provide assistance that aids in the funding of disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization that is needed as a result of Hurricane Matthew, particularly for low to moderate income residents. These services will help North Carolina's impacted towns, cities, and counties recover from this Presidentially-declared disaster and, as a result, will increase the functional status of these communities, allowing for greater financial and personal stability of individuals impacted by this disaster as described in Exhibit C.

B. National Objectives

All activities funded with CDBG-DR funds must meet one of the CDBG-DR program's national objectives: benefit low-and-moderate-income persons; aid in the prevention or elimination of slum or blight; or meet community development needs having a particular urgency, as defined in

24 CFR 570.208.

C. State and County Program Responsibilities

The implementation of the CDBG-DR program in North Carolina is a shared responsibility between the Subrecipient and sub-subrecipient. The Sub-subrecipient of the CDBG-DR grant has requested that the Subrecipient conduct various steps in implementing the program. The following are the primary steps in the program process: 1) application intake; 2) eligibility review; 3) duplication check to prevent duplication of benefits; 4) inspections for damage assessments and conduct environmental reviews; 5) grant determination including grant calculations and awards; 6) contractor selection to include construction management; 7) construction; and, 8) completion including verification and oversight of all spending of grant dollars awarded to recipients and managed by each party.

The following chart shows which entity is the responsible party for each step.

	Step 1 Application	Step 2 Eligibility Review	Step 3 Duplication Check	Step 4 Inspection & Environmental Review	Step 5 Grant Determination	Step 6 Contractor Selection	Step 7 Construction	Step 8 Completion
TIER I COUNTIES								
Cumberland	C	S	S	S/C*	S	C	C	C

“S” stands for State responsibility, “C” stands for County responsibility and “S/C*” stands for: County Inspections and State Environmental Review.

Article II in the GRANT AGREEMENT is replaced in its entirety with emphasis on the new provisions underlined [next page]

Article II. COVENANTS AND DUTIES

Section 2.01 Commerce and NCEM's Duties. Subject to the appropriation, allocation, and availability to Commerce and NCEM of funds for the Project, Commerce and NCEM hereby agree to pay the Grant funds to the Sub-subrecipient in accordance with the payment procedures set forth herein. The obligations of Commerce and NCEM to pay any amounts under this Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant become unavailable, the Sub-subrecipient agrees that Commerce and NCEM have the right to terminate this Agreement by giving 60 (sixty) days written notice specifying the Termination Date of the Agreement, which Commerce and NCEM shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Sub-subrecipient shall not expend any Grant funds without Commerce and NCEM's express written authorization and shall return all unspent Grant funds to Commerce and NCEM upon demand.

Section 2.02 Sub-subrecipient's Duties.

This Sub-subrecipient Agreement is created pursuant to 24 CFR 570.503(b) 1-7. Sub-subrecipient shall carryout the project pursuant to the terms of this contract and all applicable federal and state laws, executive orders, notices, policies, and regulations. Financial offerings funded under this Agreement shall be made consistent with the provisions of this Agreement. Commerce and NCEM may, in its sole discretion, amend the conditions placed on the financial offerings that may be funded under this agreement. Any such change must be in writing. In addition to the requirements outlined in Exhibit A and Exhibit B, the Sub-subrecipient shall ensure all contracts and subcontracts contain appropriate provisions to also meet applicable CDBG program requirements, including, but not limited to, the following:

- (a) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq).
- (b) The CDBG program requirements, laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570 and 04 NCAC 19L.
- (c) Environmental Review Procedures for the CDBG Program and the CDBG regulations contained in 24 CFR Part 58 and as further outlined in Exhibit B.
- (d) Conflict of Interest provisions, including but not limited to those found at N.C. Gen. Stat. § 14-234, 04 NCAC 19L.0914, 2 CFR 200.112, and 24 C.F.R. § 570.611. Certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by Department of Housing and Urban Development ("HUD") and/or Commerce and NCEM upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(1)(ii)(4).

Section 2.03 Labor Standards. In addition to the requirements outlined in Exhibit B, Sub-subrecipient shall follow all applicable laws, rules and regulations concerning the payment of

wages, contract work hours, safety, health standards, and equal opportunity for CDBG-DR programs, including but not limited to the rules set forth in 04 NCAC 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-DR projects):

- (a) **Davis-Bacon Act** (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG-DR funds.
- (b) **Contract Work Hours and Safety Standards Act** (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG-DR funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
- (c) **Fair Labor Standards Act** (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
- (d) **Federal anti-kickback laws** (18 U.S.C. 874), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities.
- (e) **Regulations Governing Contractors and Subcontractors** Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Section 2.04 Architectural Barriers. Per 04 NCAC 19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable laws, all applicable buildings or facilities designed, constructed or altered with CDBG-DR Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):

- (a) **Architectural Barriers Act of 1968** (P. L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG-DR funds are readily accessible to the physically handicapped.
- (b) **Minimum Guidelines and Requirements for Accessible Design** 36 C.F.R. Part 1190.
- (c) **Americans with Disabilities Act** ["ADA"] 42 U.S.C. § 12101 and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.
- (d) **North Carolina Building Code, Volume I, Chapter II-X.** These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.

Section 2.05 Fair Housing. The Sub-subrecipient agrees to comply with N.C. Gen. Stats. §143-422.1-422.3 (Equal Employment Practices) and § 41A-1-10 (State Fair Housing Act) and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with

Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

Section 2.06 Executive Order 12372 Compliance

Sub-subrecipient is required to complete the E.O. 12372, Intergovernmental Review of Federal Programs process and obtain a written release from HUD before obligating or expending CDBG-DR funds for the planning or construction (reconstruction, rehabilitation, or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water or sewer lines connecting a structure to the lines in a public right-of-way or easement. HUD has issued implementing regulations regarding E.O. 12372 at 24 CFR Part 52.

Section 2.07 Environmental Review. Recipients of CDBG-DR funds are required to comply with the requirements of the National Environmental Policy Act of 1969 (NEPA) found at 24 CFR Part 58 and complete an Environmental Review Record (ERR). Commerce and NCEM may also require additional environmental reviews for project that receive these funds.

Section 2.08 Lead-Based Paint

The Sub-subrecipient agrees that any construction or rehabilitation of residential housing with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, 24 CFR 35, Subpart B, and Chapter §130A of the North Carolina General Statutes, Article 19A (Lead-Based Paint Hazard Management Program). Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

Section 2.09 Floodplain. The projects shall following flood coverage requirements 24 CFR 570.202(b)(7)(iii), 24 CFR 570.509(c)(3)(iv), 24 CFR 570.605 and 42 U.S.C 4106, Section 202. In addition to the requirements outlined in Exhibit B, if the project occurs in the following floodplain zones:

- (a) **If the project occurs in a Coastal High Hazard Area (V Zone) or a floodway**, federal assistance may not be used at this location if the project is a critical action pursuant to 24 CFR 55.1(c) and 55 Subpart B except as provided therein. For projects allowed under 24 CFR 55.1(c) and 55 Subpart B, the eight-step process shall be followed pursuant to 24 CFR 55.20.
- (b) **If the project occurs in a 100-year floodplain (A Zone)**, the 8-Step Process is required as provided for in 24 CFR 55.20 or as reduced to the **5-Step Process** pursuant to 24 CFR 55.12(a), unless an exception is applicable pursuant to 24 CFR 55.12(b).
- (c) **If the project occurs in a 500-year floodplain (B Zone or shaded X Zone)**, the 8-Step Process is required for critical actions as provided for in 24 CFR 55.20 or as reduced to the **5-Step Process** pursuant to 24 CFR 55.12(a), unless an exception is applicable pursuant to 24 CFR 55.12(b).

Section 2.10 Sub-Subrecipient Agreements. Sub-subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any contract made to effectuate this Agreement. Sub-subrecipient shall ensure compliance with all applicable laws, rules, regulations and requirements for all expenditures of Grant funds.

Section 2.11 Supplemental Conditions. Sub-subrecipient shall include any Supplemental Conditions that is included in any of the Exhibits in this Grant Agreement in any contract entered into under this Agreement.

Section 2.12 Contract and Subcontract Provisions. Sub-subrecipient will include the provisions of Exhibit B, from this Agreement in every subsequent agreement, contract, subcontract, or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients, contractors, or subcontractors.

Section 2.13 Nondiscrimination.

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act are still applicable.

Section 2.14 “Section 3” of the Housing and Urban Development Act Provisions. The Sub-subrecipient will take appropriate action upon finding that any Recipient, contractor or subcontractor is in violation of regulations issued by the grantor agency. The Sub-subrecipient will not contract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any agreement be awarded unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. The Sub-subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all agreements executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements

of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

Section 2.15 Subrogation. Sub-subrecipient acknowledges that funds provided through this Agreement are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, Subrecipient shall promptly return any and all funds to Grantee, which are found to be ineligible, unallowable, unreasonable, a duplication of benefit, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason.

Section 2.16 Lobbying Provisions. The Sub-subrecipient hereby certifies the following and that it will require that the following language shall be included in the agreements for all sub awards at all tiers (including contracts, subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all agreement parties shall certify and disclose accordingly:

“The undersigned certifies, to the best of his or her knowledge and belief, that: 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 21, U.S. Code. Any Person who fails to file the required certification

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

Section 2.17 Reporting Requirements. The Sub-subrecipient shall submit progress reports monthly in the format prescribed by Commerce and NCEM and shall continue to make such reports until all closeout requirements under this Agreement are met. Report forms shall be provided by Commerce and NCEM, subject to any future modifications as necessary to meet programmatic requirements, in the sole discretion of Commerce and NCEM.

Section 2.18 Site Access. The Sub-subrecipient and any Recipient shall permit representatives of Commerce and NCEM to visit any premises of the Sub-subrecipient to examine Project activities of the Sub-subrecipient or any Recipient pursuant to the Grant, including but not limited to Project funded property improvements, fixtures, equipment and materials, loan documents, books and records in any way related to the Grant or the Project. The Sub-subrecipient shall secure this right to Commerce and NCEM in any agreement entered into pursuant to the Project.

Section 2.19 Recordkeeping Requirements. Sub-subrecipient will maintain any and all records and comply with all responsibilities as required under CDBG-DR recordkeeping, including but not limited to the specifications of (1) 2 CFR 200.333- 200.337; (2) 24 CFR 570.506; (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement; (4) all State Public Records laws, (5) 19 NCAC 19L.0911 (“Recordkeeping”), as well as any additional records required by Grantee. Such records shall include but not be limited to:

- a. Records providing full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program, as modified by the HUD Notices;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR funds;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

Section 2.20 Project Audits. In addition to the provisions of Exhibit B Sub-subrecipient agrees that the State, HUD, and the Comptroller General of the United States or any of their authorized representatives have the right to audit the books and records of the Sub-subrecipient pertaining to this Agreement both during performance and for five (5) years after the completion or termination of this Agreement and all contracts or until all audit exceptions, if any, have been resolved,

whichever is longer. The Sub-subrecipient shall retain complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature of all costs incurred under this Agreement, for that same period of time. The Sub-subrecipient agrees to make available at all reasonable times to the auditing agency all underwriting documents, and accurate books and records of all expenditures for costs applicable to this Agreement, which will facilitate the audit of the Sub-subrecipient's records.

The Sub-subrecipient hereby agrees to have an annual agency audit conducted in accordance with current policy concerning Sub-subrecipient audits and 2 CFR 200 Subpart F.

Section 2.21 Access to Records. The Sub-subrecipient shall provide any duly authorized representative of Commerce and NCEM, The North Carolina State Auditor, the North Carolina Office of State Budget and Management, HUD, and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all closeout procedures. All original files shall be maintained at the Sub-subrecipient's offices for access purposes.

Section 2.22 Procurement.

(a.) Compliance (OMB Standards)

The Sub-subrecipient shall comply with current policy concerning the purchase of equipment, materials, property, or services in accordance with the requirements of 2 CFR 200, and all State procurement standards, as applicable, including the need to properly assess lease versus purchase alternatives. Sub-subrecipient shall also maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

(b.) Supplemental Conditions

Sub-subrecipient shall include Commerce and NCEM Supplemental Conditions in the Grant Agreement Exhibits in any contract entered into under this Agreement. Sub-subrecipient shall also require all contractors to flowdown Supplemental Conditions to all subcontractors as well as the requirement to flowdown to all lower-tiered subcontractors. These Supplemental Conditions include required terms for project contracts, HUD General Provisions, Participation by Minority Group Members and Women Requirements, standard clauses for contracts with Grantee and required diversity forms.

(c.) Records

Sub-subrecipient shall maintain all records required by the Federal regulations specified in (1) 2 CFR 200.333, (2) 24 CFR 570.506; (3) the applicable HUD Notices, and (4) N.C. Gen. Stat. Chapter § 132.

(d) Travel

Travel costs, including travel for training purposes, are not allowed unless pre-authorized by the Commerce and NCEM. In the event that Commerce and NCEM authorizes travel, Sub-subrecipient shall comply with HUD's Travel Regulations. Sub-subrecipient shall

obtain prior written approval from Commerce and NCEM for any travel to out-of-service area assignments.

Section 2.23 Debarment. Vendor shall comply with current federal laws, suspension and debarment regulations pursuant 2 CFR 200 Sub-part F and OMB Circular A-133 which states in pertinent part that "effective November 26, 2003, when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/portal/SAM> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government".

Section 2.24 Release of Personal Financial and Identifying Information. To ensure and document compliance with CDBG-DR income requirements as well as other matters, Sub-subrecipient shall obtain and retain personal, income-related, financial, tax and/or related information from companies, individuals and families that are benefitting from Grant or Program funds. Additionally, Sub-subrecipient is obligated to provide access to any and all information relating to the Program to Commerce and NCEM, HUD or other appropriate federal or state monitoring entity, upon Commerce and/or NCEM's request. This obligation includes, but is not limited to, the personal, financial and identifying information of individuals assisted by the Program. As such, Sub-subrecipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including Commerce and NCEM and HUD, without issue or objection by the individual or entity.

Section 2.25 Duplication of Benefits (DOB).

In accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, [42 U.S.C. 5121-5207], applicants must disclose all financial assistance awarded and/or received in response to the damage, including but not limited to FEMA, the Small Business Administration (SBA), private insurance, National Flood Insurance Program (NFIP), other state, local or federal programs, and private or non-profit organizations donations. The Sub-subrecipient must: (a) verify all sources of disaster relief received by the applicant by conducting third-party verification, as applicable; (b) determine an applicant's unmet need before awarding assistance; and (c) ensure beneficiaries sign a subrogation agreement to repay the assistance if they later receive other disaster assistance for the same purpose. The Sub-subrecipient procedures shall provide that prior to the award of assistance; the Sub-subrecipient will obtain the best, most available data from FEMA, the Small Business Administration (SBA), etc. The Sub-subrecipient reserves the right to adjust the amount of assistance available for an applicant based on the receipt of previous assistance to prevent the duplication of benefits. Recipients of assistance must report any home damage-related assistance they receive for one year after the award of Homeowner Recovery Program funds. The Sub-subrecipient will monitor compliance with the agreement for one year, by contacting the various agencies noted above or listed in the original DOB calculation and by contacting the recipient of CDBG-DR funds. The applicant must repay any assistance later received for the same purpose as those awarded or provided

CDBG-DR funds (refer to the state's Duplication of Benefits Policy). November 21, 2016 at 81 FR 83254 and November 16, 2011 at 71060.

Section 2.26 Eligibility Restrictions for Certain Resident Aliens. The Sub-subrecipient shall comply with all applicable regulations set forth under the 24 CFR 570.613 regarding the eligibility requirements of certain resident aliens.

Article V is amended as follows:

Article V. MISCELLANEOUS TERMS AND CONDITIONS

Section 5.07 Indemnity. The Sub-subrecipient agrees, to the fullest extent permitted by law, to release, defend, protect, indemnify and hold harmless the State, Commerce and NCEM, its employees and agents against claims, losses, liabilities, damages, and costs, including reasonable attorney fees, which result from or arise out of: (a) damages or injuries to persons or property caused by the negligent acts or omissions of Sub-subrecipient, its employees, or agents in use or management of the Project or Property; (b) use or presence of any hazardous substance, waste or other regulated material in, under or on the Property; and (c) for any claims, whether brought in contract, tort, or otherwise, arising out of this Agreement if related to the Sub-subrecipients actions. The obligations under this paragraph are independent of all other rights or obligations set forth herein. This indemnity shall survive the disbursement of the Grant funds, as well as any termination of this Agreement.

Amendment to EXHIBIT E

5. Program Income, Refunds, Reversion of Unexpended Funds, and Reduction of the Grant.

- a. Program Income. Sub-subrecipients shall be allowed to use Program Income on eligible projects, subject to approval from Commerce and NCEM. Program income is generally defined as gross income received by the Sub-subrecipient directly generated from CDBG-DR funds, though a more specific definition can be found at 24 C.F.R. § 570.500.
- b. Refunds. The Sub-subrecipient shall repay to Commerce and NCEM any compensation it has received that exceeds the payment to which it is entitled herein, including any interest earned on funds reimbursed pursuant to the Agreement. The Sub-subrecipient shall repay to Commerce and NCEM administration funds in proportion to the program funds being repaid.
- c. Reversion of Unexpended Funds. Any unexpended Grant monies shall revert to the CDBG-DR upon termination of the Agreement. The Sub-subrecipient shall repay to Commerce and NCEM administration funds in proportion to the program funds being repaid.
- d. Reduction of the Grant if actual is less than projected amounts. Commerce and NCEM may reduce the Grant amount if the Sub-subrecipient expects actual expenses are less than budgeted.

- e. Reimbursement to Commerce and NCEM for Improper Expenditures. In the sole discretion of Commerce and NCEM, Sub-subrecipient will reimburse Commerce and NCEM for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity **only to acts/omissions by the Sub-subrecipient**. Additionally, a contract for administrative services should include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to Commerce and NCEM.

New EXHIBIT Section

EXHIBIT F (next page)

AGREED:

**County Manager
Cumberland County**

Date

**Michael A. Sprayberry
NCEM**

Date

NC Department of Commerce

Date

CUMBERLAND

	New SRA Allocation	Old SRA Allocation	Change in Allocation
Administrative Costs	\$ 80,800	\$ 400,000	\$ (319,200)
Project Delivery Costs	\$ 1,939,200	\$ -	\$ 1,939,200
Planning & Capacity Costs^	\$ 1,000,000	\$ 1,000,000	\$ -
Total Support Admin/PD	\$ 3,020,000	\$ 1,400,000	\$ 1,620,000
Housing Programs*	\$ 8,660,000	\$ 8,660,000	\$ -
Community Recovery Infrastructure (CRI) Program	\$ 3,800,000	\$ 3,800,000	\$ -
Multi Family Rental Program**	\$ -	\$ 4,900,000	\$ (4,900,000)
Public HousingProgram ***	\$ -		\$ -
Supportive Services Program ****	\$ -	\$ 2,500,000	\$ (2,500,000)
DOC Economic Development Program	\$ 2,000,000	\$ 2,000,000	\$ -
NCEM commitments to Multi-Family Rental & Supportive Service Programs in County	\$ 7,400,000	\$ -	\$ 7,400,000
Activity Delivery	\$ 21,860,000	\$ 21,860,000	\$ -
County Controlled Funds	\$ 6,820,000	\$ 21,260,000	
DOC Economic Development Program	\$ 2,000,000	\$ 2,000,000	
NCEM Implemented Funds in County^^	\$ 16,060,000		
Total Hurricane Matthew CDBG-DR Funds	\$ 24,880,000	\$ 23,260,000	\$ 1,620,000

Notes:

^In the initial grant agreement executed between NCEM and the county, NCEM provided up to \$1,000,000 for planning and capacity building activities. For the revised grant agreement, NCEM is still providing the \$1,000,000 allocation to the county. As was discussed with the county, some of the county's costs that were tied to managing the intake center and cost through June 1 2018 will be charged to this activity.

* These housing programs utilize the intake center process captured in Salesforce. The initial grant agreement between NCEM and the county allocated up to \$8,660,000 in CDBG-DR funding for housing program activities for a two year period. With the State-centered grant determination model, reimbursements for homeowner programs will be drawn from the State. NCEM anticipates that additional activity delivery funds will be needed in the county to meet the housing program need therein. Every two weeks, NCEM will produce and deliver a report to the county detailing housing program draws, applications, and awards.

** The Multi-Family Housing program was designed to be a state run program with an open application period. The initial grant agreement between NCEM and the county allocated up to \$4,900,000 in CDBG-DR funding for this program for a two-year period. When the multi-family rental program is launched in June of 2018, NCEM is committed to working with county to identify CDBG-DR eligible projects that will meet this commitment.

**** The Supportive Service program was designed to be a state run program with an open application period. The initial grant agreement between NCEM and the county allocated up to \$2,500,000 in CDBG-DR funding for this program. When the supportive service program is launched in June of 2018 with a total allocation of \$10,000,000 NCEM will, assuming that entities in Cumberland County apply for funding, identify CDBG-DR eligible projects that meet the \$2,500,000 commitment. After award, in the event that some projects will be county managed, NCEM would modify the grant agreement to account for these projects.

Economic development activities will be administered by the Department of Commerce. These funds are allocated against the County's appropriation.

^^ NCEM will, in coordination with the county, submit requests for reimbursements to HUD for the Multi Family Rental and Supportive Service Program activities in the county in addition to making draws for the housing program. The funds shown in the budget are the County's original appropriation and will per this amendment be drawn from the total State allocation.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 6/18/2018

SUBJECT: DESIGNATION OF VOTING DELEGATE TO 2018 NCACC ANNUAL CONFERENCE

BACKGROUND

Article VI, Section 2 of the NCACC's Constitution provides: "On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which had paid the current year's dues."

RECOMMENDATION / PROPOSED ACTION

Appoint a voting delegate to the 2018 NCACC Annual Conference to be held in Catawba County, North Carolina, on August 23-25, 2018.

ATTACHMENTS:

Description	Type
NCACC Voting Delegate Form 2018	Backup Material



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 111th Annual Conference of the North Carolina Association of County Commissioners to be held in Catawba County, N.C., on August 23-25, 2018.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 17, 2018:**

NCACC
353 E. Six Forks Road, Suite 300
Raleigh, NC 27609
Fax: (919) 733-1065
Email: alisa.cobb@ncacc.org
Phone: (919) 715-2685



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 6/13/2018

SUBJECT: HUMAN RELATIONS COMMISSION (2 VACANCIES)

BACKGROUND

The Human Relations Commission has the following two (2) vacancies:

Georgeanna Pinckney – completed first term. Eligible for reappointment.

Linda Amos – completed second term. Not eligible for reappointment. The Human Relations Commission Chair recommends **Eric Olson**. (See attached.)

I have attached the current membership list and applicant list for this board.

RECOMMENDATION / PROPOSED ACTION

Nominate individuals to fill the two (2) vacancies above.

ATTACHMENTS:

Description

Human Relations Commission Nomination Information

Type

Backup Material

Human Relations Commission

The Human Relations Commission is an eighteen member body comprised of both county, city and military representatives. The Human Relations Commission's Mission Statement is "To facilitate and advocate programs, projects, and actions to ensure a better quality of life and the civil and human rights of all citizens, without regard to race, sex, religion, creed, national origin, age, familial status, or disability."

Member Specifications:

18 Members

- Appointed by the Board of Commissioners (4)

Term: 2 Years

Compensation: None

Duties:

Meetings: Second Thursday of every month at 5:30 PM

Meeting Location: City Hall LaFayette Room 433 Hay Street Fayetteville, NC



Kellie Beam
Deputy County Clerk
Cumberland County Board of Commissioners
PO Box 1829
Fayetteville, NC 28302-1829

May 29, 2018

Dear Deputy Clerk Beam,

I hope that you are doing well and that you had a great Memorial Day weekend. It is my understanding that there is an application on file with the County for Eric P. Olson to be considered for appointment by the County Commissioners to the Fayetteville Cumberland Human Relations Commission. On behalf of Human Relations Commission Chair Sheila Cuffee, it is my respectful recommendation that Mr. Olson be strongly considered as a viable candidate to serve in this capacity.

A retired U.S. Army Lieutenant Colonel who resides at 1495 Butter Branch Drive in Cumberland County, it is our humble opinion that Mr. Olson is extremely well qualified to serve as the County's appointee to the Commission. He is a graduate of the Department of Defense's 16-week in residence Equal Opportunity Management Institute who was selected to serve as Headquarters, 18th Airborne Corps Program Manager for Equal Opportunity (EO) and Sexual Harassment / Assault Response & Prevention (SHARP). In that capacity, he was responsible for planning, coordinating, and implementing the daily management and principles of the Army's EO and SHARP programs for an organization and installation comprised of over 110,000 personnel. While on active duty, Fort Bragg also designated him as one of its two (2) appointments to the Human Relations Commission. Though he is retired from active duty and is no longer on the Human Relations Commission, Mr. Olson has continued to work with the Commission and is very familiar and actively involved with its programs and initiatives. If appointed by the County, I am confident that he will continue to add immeasurable value to the Commission's efforts in support of quality-of-life issues for the County's residents.

Again, please accept this respectful recommendation in support of Mr. Olson's application to become the County's appointee on the Fayetteville-Cumberland Human Relations Commission. It is our hope that favorable consideration will be given to his application as it is Chair Cuffee's and my personal belief that he is an individual of the highest caliber who will represent Cumberland County well as a member of this Commission.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony W. Wade".

Anthony W. Wade
Director, Fayetteville Human Relations Department

Fayetteville Cumberland Human Relations

O: 910.433.1696

Mail: 433 Hay Street, Fayetteville, NC 28301-5537 | Physical address: 225 Festival Park Plaza, Fayetteville

HUMAN RELATIONS COMMISSION
 (County Commissioner Appointees)
 2Year Term

Name/Address	Date Appointed	Term	Expires	Eligible for Reappointment
Linda Amos 917 Bashlot Place Fayetteville, NC 28303 860-4280/486-1010 x 2201	5/16	2nd	May/18 5/31/18	No
Kevin Brooks 321 Hay Street Fayetteville, NC 28301 910-551-9031	8/17	2 nd	Aug/19 8/31/19	No
Dr. Mark Kendrick 2927 Rosecroft Drive Fayetteville, NC 28304 485-4088/988-3126 MCKENDRICK@NC.RR.COM	11/17	1st	Nov/19 11/30/19	Yes
Georgeanna Pinckney 3529 Furman Drive Fayetteville, NC 28304 229-3778/286-8582/396-2937	11/16	1st	Jan/18 1/31/18	Yes
(serving unexpired term; eligible for one additional term)				

Contact: Yamile Nazar, Human Relations Manager - Phone: 433-1696 / Fax: 433-1535
 Fayetteville-Cumberland Human Relations Department

Meetings: 2nd Thursday of every month – 5:30 pm
 City Hall – Lafayette Room

APPLICANTS FOR
HUMAN RELATIONS COMMISSION

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BECK, REBECCA E. (I/F) 3605 PERSIMMON RD HOPE MILLS, NC 28348 286-0759 (H) / 867-9700 X 2579 (W) Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	INFORMATION SYSTEMS MANAGER PARTNERSHIP FOR CHILDREN *SERVES ON THE CC JUVENILE CRIME PREVENTION COUNCIL*	AAS-PUBLIC ADMIN.
BROWN, PAUL RAYMOND (B/M) 5412 FINISH LINE DRIVE HOPE MILLS, NC 28348 484-3884/494-8742/432-3746 PAUL.BROWN90@AOL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	US ARMY WARRANT OFFICER US ARMY	BA-CRIMINAL JUSTICE
DILL, KASEY (W/F) 1611 HICKORY RIDGE CT FAYETTEVILLE NC 28304 678-920-2258 KDILL@BRONCOS.UNCFSU.EDU Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	FULL TIME STUDENT	BACHELORS
FLOREZ, ALBEIRO E. (H/M) 4608 STORM CAT LANE HOPE MILLS NC 28348 910-494-2651 AFLOREZCFO@WALKERFLOREZCG.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	CFO WALKER FLOREZ CONSULTING GROUP	MASTERS OF SCIENCE

APPLICANTS FOR HUMAN RELATIONS COMMISSION Page 2

GREGGS, KATHY (-/F) SENIOR HUMAN RESOURCE MANAGER
848 HILTON DRIVE
FAYETTEVILLE, NC 28311
910-494-6914

MASTERS-BUSINESS ADMIN
BS-HUMAN RESOURCE MGT

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

HOLMES, KIM (B/F) CUSTOMER SERVICE CALL CENTER
3050 JAMES DAIL ROAD PWC
EASTOVER NC 28312
824-1000/223-4177

SOME COLLEGE

KIMHOLMES3@AOL.COM

Graduate-County Citizens' Academy: YES
Graduate-Institute for Community Leadership: YES
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

JOHN-WILLIAMS, MARY (B/F) CASE MANAGER
248 VALLEY POINTE LANE FAMILY ENDEAVORS
FAYETTEVILLE NC 28311
527-5571/476-2636

MBA
MSW

MARYJWILLIAMS@GMAIL.COM

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: YES
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

JOHNSON, ROSEMARY M. (B/F) HOUSING COUNSELOR SOME COLLEGE
1323 OAK KNOLLS DRIVE BLUE SPRINGS COMMUNITY DEVELOPMENT
FAYETTEVILLE NC 28314
910-336-0022/910-848-2377

Graduate-County Citizens' Academy: YES
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

LASSETTER, CRYSTAL (W/F) SOCIAL WORKER/LEAD
5614 ROCKFISH ROAD CASE MANAGER/
HOPE MILLS NC 28348 CONNECTIONS OF
551-0835/630-0106 CUMBERLAND COUNTY

MASTERS-SOCIAL WORK

CRYSTALLASSETTER@ICLOUD.COM

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: YES
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

APPLICANTS FOR HUMAN RELATIONS COMMISSION Page 3

MACK, REDDICK R. II (B/M) BEHAVIORAL HEALTH PROFESSIONAL COLLEGE
1508 BELEWS CREEK LANE SELF-EMPLOYED
FAYETTEVILLE NC 28312
910-747-2701

REDDICK_MACK@ICLOUD.COM

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

MARKS, REV. PHILLIP D. SR. (B/M) PASTOR AA
208 N RACEPATH ST PLEASANT GROVE CHURCH OF CHRIST
FAYETTEVILLE NC 28301
479-1212/670-2516/570-9252

PASTORPGDOC@GMAIL.COM

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

OLSON, ERIC P. (W/M) HUMAN RESOURCES DIRECTOR BA -COMMUNICATION
1495 BUTTER BRANCH DR NC STATE UNIVERSITY MSA-HUMAN RES
FAYETTEVILLE NC 28311
778-9098/810-265-8002/919-515-9819

EOTHERED91@YAHOO.COM

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

RIVERS, RHONNISHA (-/F) REGISTERED NURSE BSN
7774 S. SHIELD DRIVE CAPE FEAR VALLEY
FAYETTEVILLE, NC 28314
779-2005/988-7835/615-8086

RNRIVERS07@GMAIL.COM

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

APPLICANTS FOR HUMAN RELATIONS COMMISSION Page 4

SHAW, LASHANDA (B/F) ADMINISTRATIVE OFFICER DOCTORAL CANDIDATE
5209 DELCO ST
STATE OF NC

FAYETTEVILLE NC 28311

476-4244/919-707-5759

LASHANDA.SHAW@YAHOO.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

TAYLOR, CARLA F. (B/F) EARLY CHILDHOOD CONSULTANT BS-PSYCHOLOGY

1721 ELDRIDGE STREET

FAYETTEVILLE, NC 28301

703-1266/826-3067

Graduate-County Citizens' Academy: YES

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 18, 2018

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 6/13/2018

SUBJECT: CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD (3 VACANCIES)

BACKGROUND

On June 4, 2018, the Board of Commissioners nominated the following individuals to fill three (3) vacancies on the Cumberland County Workforce Development Board:

NOMINEE(S)

Representative of Business:

Kirk deViere (new appointment)
Naynesh Mehta (new appointment)
Sherri Turner (new appointment)
Kevin Brooks (new appointment)
Gary Burton (new appointment)

I have attached the current membership list for this board.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the three (3) vacancies above.

ATTACHMENTS:

Description	Type
CC Workforce Development Board Membership Roster	Backup Material

CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD
(FORMERLY, PRIVATE INDUSTRY COUNCIL)
3 Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Representative of Business:</u>				
Albeiro Florez (H/M) 4608 Storm Cat Lane Hope Mills, NC 28348 910-494-2651 AFLOREZCFO@WALKERFLOREZCG.COM	11/17	1st	Oct/20 10/31/20	Yes
Linda Hoppmann (W/F) 5331 Rimrock Ct Fayetteville, NC 28303 826-4939/483-5016 (W)	11/14	3 rd	Nov/17 11/30/17	No
Diana Potts (W/F) 1322 Worstead Drive Fayetteville, NC 28314 745-3310 DPOTTS@TCFEB.COM	11/17	1st	Oct/20 10/31/20	Yes
Esther Thompson (F) 511 Forest Lakes Rd Fayetteville, NC 28305 323-9687 (H) / 670-5515 (W)	11/14	2nd	Nov/17 11/30/17	No
Jensen McFadden (B/M) 1717 Sykes Pond Rd Fayetteville, NC 28304 868-9067/850-8409	1/15	1 st	Jan/18 1/31/18	Yes
Rodney Anderson (B/M) 4321 Huntsfield Rd Fayetteville, NC 28314 826-0366/922-1214	4/17	2nd	Apr/20 4/30/20	No
Joy Miller (W/F) 210 Queensberry Drive Fayetteville, NC 28303 864-1955/309-3645/615-6799	2/16	1 st	Feb/19 2/28/19	Yes
serving unexpired term; eligible for an additional term				
Jesse A. Brayboy Jr. 105 Ruritan Drive Fayetteville, NC 28314 527-9717/822-1700	2/16	1 st	Feb/19 2/28/19	Yes

Cumberland County Workforce Development Board, page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Chad Kormanek (-/M) 4437 Bent Grass Drive Fayetteville, NC 28312 213-6329/916-3125	2/16	1 st	Feb/19 2/28/19	Yes
Dina Simcox (W/F) 421 Foxwood Drive Hope Mills, NC 28348 728-3910/868-7668	2/16	1 st	Feb/19 2/28/19	Yes
VACANT (Vacated by J. Warren)	2/16	1 st	Feb/19 2/28/19	Yes
R. Jonathan Charleston (B/M) 132 Great Oaks Drive Fayetteville, NC 28303 488-3368/485-2500	2/16	1 st	Feb/19 2/28/19	Yes
Kent Listoe 6712 Jacobs Creek Circle Fayetteville, NC 28306	10/16	1 st	Oct/19 10/31/19	Yes
Jimmy Driscoll (W/M) 5622 Walking Trail Way Hope Mills, NC 28348 425-8567/483-7171	9/16	1 st	Sep/19 9/30/19	Yes
Marty Cayton 6841 Munford Drive Fayetteville, NC 28306	10/16	1 st	Oct/19 10/31/19	Yes
Isabella Effen 6520 Brookshire Road Fayetteville, NC 28314	10/16	1 st	Oct/19 10/31/19	Yes
<hr/>				
<u>Representative of Workforce:</u> Charlene Cross (B/F) 1949 Culpepper Lane Fayetteville, NC 28304 630-1450/308-9413	3/16	2nd	Mar/19 3/31/19	No
Cynthia Wilson (B/F) 228 Summertime Road Fayetteville, NC 28303 864-9602/485-6131	11/14	1st	Nov/17 11/30/17	Yes

Cumberland County Workforce Development Board, page 3

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Crystal Bennett (W/F) 2654 Rivercliff Road Fayetteville, NC 28301 429-4930/630-0106	8/16	1 st	Aug/19 8/31/19	Yes
Carl Manning (B/M) 328 Kimberwicke Drive Fayetteville, NC 28311 818-9810-436-2426	8/16	1 st	Aug/19 8/31/19	Yes
David Servie (W/M) 1063 Mohawk Avenue Fayetteville, NC 28303 703-1846/429-3506	9/16	1 st	Sep/19 9/30/19	Yes
<u>Representative of Education/Training:</u>				
Pamela Gibson (W/F) 7526 Hammersley Road Fayetteville, NC 28306 423-1830/678-2416	3/16	2nd	Mar/19 3/31/19	No
David Brand (W/M) 1814 Morganton Road Fayetteville, NC 28305 393-9914/678-8307 davidlbrand@gmail.com	11/16	1 st	Feb/19 2/28/19	Yes
(serving unexpired term; eligible for one additional term)				
<u>Representative of Economic Development:</u>				
Robert Van Geons (W/M) FCEDC 411 Forest Lake Road Fayetteville, NC 28305 704-985-3483/678-7644 robert@fayedc.com	8/17	1st	Aug/20 8/31/20	Yes
<u>Representative – Other:</u>				
Richard Everett (W/M) 408 Mirror Lake Drive Fayetteville, NC 28303 484-0432/677-2360 (W)	6/14	3rd	Oct/17 10/31/17	No
Jody Risacher (W/F) 3533 Sweetbay Circle Fayetteville, NC 28311 630-5102/483-7727	8/16	2nd	Aug/19 8/31/19	No

Cumberland County Workforce Development Board, page 4

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Dallas Mack Freeman (B/M) 961 Kaywood Drive Fayetteville, NC 28311 488-9478/391-4177	2/16	1 st	Feb/19 2/28/19	Yes

Representative of Labor:

Charles Royal (W/M) 3054 Hayfield Road Wade, NC 28395 584-8993/822-1906	2/16	1 st	Feb/19 2/28/19	Yes
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Ellen Morales (/F) (unlimited term - replaced by state agency)
North Carolina Department of Human Resources
Division of Vocational Rehabilitation Services
1200 Fairmont Court
Fayetteville, NC 28304

Josephus Thompson (unlimited term – replaced by state agency)
NC WORKS Career Center
414 Ray Avenue
Fayetteville, NC 28301
486-1010

Contact: Peggy Aazam (Administrative Support) 323-3421 x2126 paazam@co.cumberland.nc.us

Regular Meetings: 2nd Wednesday, every other month beginning in February 2016, 11:00 AM,
meetings take place at various locations

Name Changed to Cumberland County Workforce Development Board, November, 1995

The Cumberland County Workforce Development Board reconstituted its membership composition to
comply with the workforce Innovation and Opportunity Act of 2014 (WIOA) on February 1, 2016.