
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA SESSION
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 564
JUNE 13, 2024
1:00 PM

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA
2. PRESENTATION
 - A. Cape Fear Regional Theatre
3. CONSIDERATION OF AGENDA ITEMS
 - A. Contract Amendment for Security Services with North State Security Group, LLC.
 - B. Amendments to FACVB Bylaws
 - C. Grant of Easements to City of Fayetteville for Water and Sewer Lines Adjacent to Ray Avenue on the Library Property
 - D. Grants of Utility Easements to Piedmont Natural Gas and South River Electric Membership Corporation
 - E. Revision of the Minimum Housing Code
 - F. Termination of Water Service Utility Agreement with JFJ III Investments for Deer Meadow Subdivision
 - G. Water Service Utility Agreement with JFJ III Investments, LLC, for Tri-County Subdivision
 - H. Updated Fayetteville Area Metropolitan Planning Organization (FAMPO) Memorandum of Understanding and Boundary Map
 - I. Lease Agreement with the North Carolina Department of Agriculture Plant Industry Division
 - J. Amendment to County Purchasing Policy
 - K. Service Agreement with Smith Gardner, Inc. for Leachate Treatment Project Engineering Report
 - L. Onsite Fuel Supply Contract Amendment for Solid Waste
4. OTHER ITEMS
 - A. Updated Commissioner Bio Format on County Website

5. MONTHLY REPORTS
 - A. Health Insurance Update
 - B. Financial Report
 - C. Project Updates
6. CLOSED SESSION: If Needed

ADJOURN

AGENDA SESSION MEETINGS:

****There are No Meetings in July****
August 6, 2024 (Tuesday) 1:00 PM

WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 5/30/2024

SUBJECT: CAPE FEAR REGIONAL THEATRE

Requested by: COMMISSIONER VERONICA JONES

**Presenter(s): MARY KATE BURKE, ARTISTIC DIRECTOR AND ELLA WRENN,
MANAGING DIRECTOR**

BACKGROUND

Mary Kate Burke, Artistic Director and Ella Wrenn, Managing Director of the Cape Fear Regional Theatre will make a presentation to the Board of Commissioners.



DEPARTMENT OF SOCIAL SERVICES

**MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

DATE: 6/4/2024

SUBJECT: CONTRACT AMENDMENT FOR SECURITY SERVICES WITH NORTH STATE SECURITY GROUP, LLC.

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

BACKGROUND

The purpose of this contract amendment is to support security provided by one County Sheriff Deputy by continuing to maintain three-armed private security guards at the main DSS facility on Ramsey Street and one-armed private security guard at the Family Resource Center facility in Spring Lake, NC which includes security for Public Health and the Public Library sites.

The three-year contract with North State Security Group, LLC. for the armed security guards is scheduled to expire June 30, 2024. The Request for Proposal (RFP) process has been completed. We would like to extend the North State contract beginning July 1, 2024 through December 31, 2024 to allow for the transition to a new vendor beginning January 1, 2025. The transition includes development of a contract with a new vendor and seeking approval from the Board of Commissioners prior to January 1, 2025.

The contract amendment has been reviewed and signed by County Finance and County Legal for fiscal and legal sufficiency.

RECOMMENDATION / PROPOSED ACTION

Request the Board of Commissioner's consideration of a contract amendment with North State Security

Group, LLC. beginning July 1, 2024 through December 31, 2024 in an amount not to exceed \$111,910.40 for the June 17, 2024 Consent Agenda.

ATTACHMENTS:

Description

Type

North State Security Contract Amendment 7-1-24 to 12-31-24

Backup Material

Contract Amendment
Cumberland County, through its Department of Social Services

Fiscal Year Begins July 1, 2022 Ends June 30, 2023

Contract #2022261
Amendment #2

SECTION I

Agency: North State Security Group LLC
Program: Business Operations

This Contract Amendment amends the contract between the Cumberland County, through its Department of Social Services (the "County") and North State Security Group LLC (the "Contractor") (referred to collectively as the "Parties"). As provided for under the terms of the contract, the County and Contractor agree to amend the provision(s) indicated in Section II below.

SECTION II

Justification/Change to Contract: To include the language herein as a part of the definitive agreement established between the Parties as follows:

1. Include and extension effective July 1, 2024 – December 31, 2024. Due to the contract for the RFP award vendor, Weatherspoon Enterprises Inc., and new FY 24-25 budget will not be approved by the BOCC by July 1, 2024; awaiting FY 24-25 budget approval regarding metal detectors and installing of metal detectors.
2. Security vehicle cost is billed separately at \$1,100.00 per month as all inclusive – lease, fuel, maintenance, and insurance.

Costs	Initial Year (FY21-22)	Year 2 (FY22-23)	Year 3 (FY23-24)	July 1, 2024 – December 31, 2024
Annual personnel, operation, and maintenance costs	(6 months) 99,476.00	204,360.00	210,620.76	105,310.40
Annual security vehicle costs	(6 months) 6,600.00	13,200.00	13,200.00	6,600.00
Total annual costs	(6 months) 106,076.00	217,560.00	223,820.76	111,910.40

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective upon formal execution by all parties.

By: 
Brenda Reid Jackson, Director

Glenn Adams, Board Chairman

NORTH STATE SECURITY GROUP, LLC

ATTEST

BY: 

Michael Easterday, Regional Manager

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

By: 

County Finance

BY: _____

Approved for Legal Sufficiency upon
formal execution by all parties.

By:  5/23/24

County Attorney's Office

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
AUGUST 2, 2021
9:00 AM

INVOCATION - Commissioner Michael Boose

PLEDGE OF ALLEGIANCE -

RECOGNITION

Cumberland County Animal Services for Receiving the Best Friends Animal Society Transformational Change Award

1. APPROVAL OF AGENDA

APPROVED

2. PRESENTATIONS

- A. Update on COVID-19 by Dr. Jennifer Green, Public Health Director
- B. OrgCode Presentation of the Homelessness Strategic Plan

REQUEST TO PULL ITEM 3.I. FROM CONSENT AGENDA FOR SEPARATE DISCUSSION AND ACTION

3. CONSENT AGENDA

- Approved** A. Approval of June 2, 2021 FY22 Budget Work Session, June 7, 2021 FY22 Budget Public Hearing/Work Session and June 21, 2021 Meeting Minutes
- Approved** B. Approval of a Resolution to Ratify Acceptance of American Rescue Plan Act Funds
- Approved** C. Approval of Resolution for Designation of First and Last Week of August as World Breastfeeding Week and Black Breastfeeding Week
- Approved** D. Approval of a Purple Heart Proclamation
- Approved** E. Approval of Proclamation Recognizing the Month of August as Cumberland County Preparedness Month
- Approved** F. Approval of Tax Collector's Preliminary Report and Proposed Annual Settlement
- Approved** G. Approval of Report on Fiscal Year 2020 Summary of Activities Funded by County ABC Fund Contributions

Approved H. Approval of Extension of The North Carolina Human Trafficking Commission (NCHTC) Grant Agreement between the North Carolina Administrative Office of the Courts (NCAOC) and Cumberland County for the Human Trafficking Worth Court Project and the Associated Budget Ordinance Amendment #B220805

(I) Approval of Formal Bid Award for DSS Security Officer Services

APPROVED FOLLOWING REMOVAL FROM CONSENT AGENDA FOR SEPARATE DISCUSSION AND ACTION

- Approved** J. Approval of Report on the Disposal of Surplus Property Pursuant to N.C.G.S.160A-226(a)
- Approved** K. Approval of Declaration of Foreclosed Real Properties as Surplus
- Approved** L. Acceptance of Offer to Purchase Surplus Property Located at 4210 Scary Creek Road, Fayetteville
- Approved** M. Approval of Sale of Surplus Real Property Located at 209 B Street, Fayetteville
- Approved** N. Approval of Sale of Surplus Real Property Located at 4691 Matt Hair Road, Fayetteville
- Approved** O. Approval of Budget Ordinance Amendments for the August 2, 2021 Board of Commissioners' Agenda

4. ITEMS OF BUSINESS

- Approved** A. Consideration of Incentives Agreement for SkyREM, LLC
- Approved** B. Consideration of Grant Award for the Connecting the Last Mile Digital Inclusion and Navigation at Cumberland County Public Library and Approval of Associated Budget Ordinance Amendment B#220633

5. NOMINATIONS

- A. Senior Citizens Advisory Commission (1 Vacancy)

NOMINEE(S): SHAMONA ROSS

- B. Board of Adjustment (3 Vacancies)

NOMINEE(S): KENNETH TURNER, ROBERT DAVIS, LINDA AMOS

- C. Transportation Advisory Board (2 Vacancies)

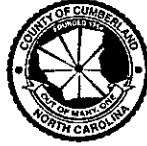
NOMINEE(S): DEBRA KINNEY, RANDY HUME

- D. Joint Appearance Commission (2 Vacancies)

NOMINEE(S): KENNETH ROGERS / SECOND VACANCY TO BE TAKEN TO AUGUST 16, 2021 MEETING

6. APPOINTMENTS

- A. Appointment of Chairman of ABC Board



CUMBERLAND
★ COUNTY ★
NORTH CAROLINA

FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 2, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVONNE MENDEZ, ACCOUNTING SUPERVISOR

DATE: 7/22/2021

SUBJECT: APPROVAL OF FORMAL BID AWARD FOR DSS SECURITY OFFICER SERVICES

BACKGROUND

Formal bids were solicited to identify companies who can provide armed security services for two DSS facilities; DSS main office and Family Resource Center.

Eight responses were received, two were considered non responsive. North State Security Group was responsive and met all specifications, the proposed cost was the lowest bid received totaling \$212,151.95.

RECOMMENDATION / PROPOSED ACTION

Finance staff and county management recommends approval of Bid number 21-24-DSS totaling \$212,11.95 to North State Security Group based on lowest, responsive, responsible bidder standard of award.

ATTACHMENTS:

Description	Type
Bid Award Approval Form	Backup Material
Bid Tab Summary	Backup Material



**CUMBERLAND
COUNTY**
NORTH CAROLINA

Formal Bid Award Request (Eff. 6/21/21)

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 being submitted to a committee or the Board. Please complete all applicable fields.

Date: 7/13/2021 Department: DSS

Bid Description (If additional space necessary, may attach a separate sheet): DSS SECURITY OFFICER SERVICES

Amount of Bid Award (or estimated contract amount): \$212,151.95 (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: \$325,000 Original Budget (Y/N): Y or Budget Revision #: _____

Budget Line: Org. 1014365 Object Code: 533301 Project Code: SSE01

Department Bid Award Recommendation (specify the vendor):

NORTH STATE SECURITY GROUP

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 BIDDER

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? _____ on what date? _____ (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: [Signature]
Department Head

Reviewed and Accepted By:

This is within the County Manager's authority to approve range

This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC

Wicki Evans Date: 7/16/21
Finance Director (Please see question below)

Amy Cannon Date: 7/21/21
County Manager (Please see question below)

Should this bid be submitted to the Agenda Session?
Yes ___ No Agreed. send to Regular Agenda as we do other
[Signature] Date: 7/21/21
County Purchasing Manager

Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee: _____

Abt 7/21/21
FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED _____
DOA CHECKED _____
IRAN CHECKED _____



Bid Tab Summary
RFP #21-24-DSS Security Officer Services
June 1, 2021 4:00 PM

Vendor Name	Date Received	Time Received	Proposal Sealed	1 Signed, Original Enclosed Report & Response	4 Photocopies	1 Electronic Copy on CD or Flash Drive	Copy of License to Perform Security Officer Services in NC	Attachment A	Attachment B	Attachment C	Attachment D	References	Cost	Cost (Vehicle)	Total	Comments
N.C. Special Police	6/1/21	3:18 PM	X	X	X	X	X	X	X	X	X	X	\$160,301.20	Vehicle not mentioned	\$160,301.20	NON-RESPONSIVE Attachment C: Incomplete - Did not quote Spring Lake, as requested. Vehicle not mentioned.
GuardOne Security	6/1/21	3:18 PM	X	X	X	X	X	X	X	X	X	X	\$178,850.00	\$19,200.00	\$198,050.00	NON-RESPONSIVE Attachment B: Did not sign. Vehicle cost based on quoted price of \$1,000/month x 12 months.
North State Security Group	6/1/21	1:00 PM	X	X	X	X	X	X	X	X	X	X	\$198,952.00	\$13,199.95	\$212,151.95	
American Security and Protection Services	5/24/21	10:35 AM	X	X	X	X	X	X	X	X	X	X	\$230,048.00	Included in Cost	\$230,048.00	Per vendor, vehicle included in cost.
Allied Universal	6/1/21	9:27 AM	X	X	X	X	X	X	X	X	X	X	\$219,232.00	\$15,000.00	\$234,232.00	Vehicle cost based on quoted price of \$1,250/month x 12 months.
Sakom Services	6/1/21	9:27 AM	X	X	X	X	X	X	X	X	X	X	\$224,546.40	\$10,000.00	\$234,546.40	Vehicle cost based on quoted price of \$10,000/year.
New Age Protection Inc	5/26/21	10:50 AM	X	X	X	X	X	X	X	X	X	X	\$268,100.00	Vehicle not mentioned	\$268,100.00	Vehicle not mentioned - vendor did not respond to e-mail to clarify.
Lolita Protection Agency, Inc.	6/1/21	11:39 AM	X	X	X	X	X	X	X	X	X	X	\$295,931.00	\$7,280.00	\$303,211.00	Vehicle cost based on quoted price of \$3.50 per hour x 2,080 hours (standard working hours).



OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 6/4/2024

SUBJECT: AMENDMENTS TO FACVB BYLAWS

Requested by: DEVIN HEATH, CEO - FACVB

Presenter(s): COUNTY ATTORNEY

BACKGROUND

The FACVB has requested the board of commissioners to approve the attached bylaws which have been approved by the FACVB's board. The amendments are shown in the bylaws attached. The board of commissioners created the FACVB as a nonprofit corporation in 1997. The board's Policy Committee recommended the FACVB's original bylaws to the board of commissioners by action February 20, 1997. The board of commissioners approved the Policy Committee's recommended bylaws March 17, 1997, but the bylaws that were approved by the board were not included in the minutes. Neither the clerk nor the county attorney can find any board action that explains why the bylaws continue to be approved by the board of commissioners; however, the board of commissioners has always approved any amendments to the bylaws.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board of commissioners consider the amendments to the FACVB's bylaws and either approve as presented or request modifications.

ATTACHMENTS:

Description	Type
FACVB BYLAWS AMENDMENTS	Backup Material

CUMBERLAND COUNTY, NC

~~FAYETTEVILLE~~

~~CONVENTION AND VISITORS BUREAU~~

DISTINCTLY
FAYETTEVILLE



By-Laws

245 Person Street
Fayetteville, North Carolina 28301

www.distinctlyfayettevillenc~~VisitFayettevilleNC~~.com

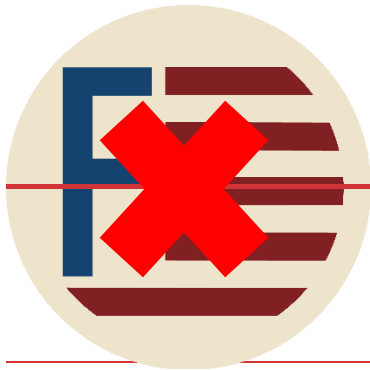


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Article I

OFFICE

- Section 1.** **Name:** This Corporation shall be known as the Fayetteville Area Convention and Visitors Bureau, Inc., [doing business as DistiNCTly Fayetteville.](#)
- Section 2.** **Principal Office:** The principal office of the Corporation shall be located at 245 Person Street, Fayetteville, North Carolina 28301.
- Section 3.** **Registered Office:** The registered office of the Corporation required by law to be maintained in the State of North Carolina may be, but need not be, identical to the principal office. Until otherwise changed by the Board of Directors, the registered office shall be 245 Person Street, Fayetteville, North Carolina 28301.

Article II

PURPOSE

To position Cumberland County as a destination for conventions, tournaments, and individual travel and to engage in any lawful act or activity for which non-profit corporations may be organized under Chapter 55A of the North Carolina General Statutes. In so doing, the Corporation shall have all powers granted under Chapter 55A of the North Carolina General Statutes.

Article III

DIRECTORS

- Section 1.** **General Powers:** The business affairs of the Corporation shall be managed by its Board of Directors.
- Section 2.** **Number of Board Members:** The number of members constituting the Board of Directors shall be eleven (11). The Board of Directors shall also have ~~8-7~~ non-voting ex-officio members.
- Section 3.** **Composition:** Said Board of Directors shall be comprised of the following individuals:
- (a) the County Manager or **his/her** designee,
 - (b) the City Manager of the City of Fayetteville or **his/her** designee,

- (c) the Director of the Crown Complex or **his/her** designee,
- (d) one representative nominated by hotels and motels within the County of Cumberland which have fewer than 100 rooms and appointed by the County Commissioners,
- (e) one representative nominated by hotels and motels within the County of Cumberland, which has in excess of 100 rooms and appointed by the County Commissioners,
- (f) one business representative within the County of Cumberland operating an attraction, restaurant, or other local business affected by the Tourism Industry elected by the County Commissioners,
- (g) two at-large members, appointed by the County Commissioners which are representative of one or more of the following groups:
 - (1) arts/cultural community,
 - (2) business community,
 - (3) military and has a demonstrated interest in travel and tourism in the County,
 - (4) business affected by tourism industry
- (h) one representative with hotels and motels within the County of Cumberland which has rooms subject to Occupancy Taxes and with meeting space excess of 6,000 square feet which shall be elected by the Board of Directors, [by removing the cap of meeting space, this opens the seat up to multiple hotels in Cumberland County].
- ~~(i) one representative of a hotel or motel within the County of Cumberland which has rooms subject to Occupancy Taxes and shall be elected by the Board of Directors,~~
- ~~(j)(i) one two~~ business representatives within the County of Cumberland operating an attraction, restaurant, or other local business affected by the Tourism Industry elected by the Board of Directors,
- ~~(k)(i)~~ Ex-officio positions require reciprocal board positions. Non-voting ex-officio positions are:

Tourism Development Authority Liaison

~~President of the Fayetteville Area Hospitality Association~~[Defunct]

President of the Greater Fayetteville Chamber of Commerce

President of the Cool Spring Downtown District

President of the Airborne and Special Operations Museum [this needs to be added to the By-Laws; seat is currently an ex-officio position].

President of the Fayetteville Cumberland County Economic Development Corporation

Past Chair of the Corporation

One (1) position at the Board of Director's discretion.

~~(l) The County Commissioners shall designate a Commissioner Liaison to a non-voting position.~~

Section 4. Appointment:

a. Board of Directors appointed positions can be appointed for 2 – three-year terms, but subject to re-appointment after the first term,

~~(m)~~ b. Board of Directors appointed positions can be reappointed after completion of their 2 – three-year terms after a minimum of one year has passed.

~~(n)~~ c. no hotel/motel or corporation or business group owning or managing several motels/hotels in the County of Cumberland shall have more than two members on the Board of Directors at any one time,

~~(o)~~ d. in making selections to the Board of Directors, particular attention should be made to enhancing the ethnic and gender diversity of the Board of Directors,

~~(p)~~ e. members of the Board of Directors do not need to be members of the Corporation,

~~(q)~~ f. vacancies on the Board of Directors will be filled within sixty (60) days of the vacancy by the appropriate body as outlined in Article IV of these By-Laws,

~~(r)~~ g. Members of the Board of Directors shall be owners, general managers, or top executives

Section 5. Board Member Responsibilities

While at board meetings and functions representing the Fayetteville Area Convention & Visitors Bureau, Board Members have a duty to subordinate personal interests to the welfare of the Corporation and Cumberland County. Conflicting interests may be financial, personal relationships, status, or power. All Board Members should seek to avoid any conflict between their respective personal and financial interests (including professional or other business interests) and the interests of the Corporation in any and all actions taken by them on behalf of the Corporation in their respective capacities.

Article IV

MEETINGS

Section 1. Annual Membership Meeting: An annual meeting of the members of the Corporation, shall be held in January-September each year or at such other time as the Board of Directors may designate.

Section 2. Annual Meeting of the Board of Directors: An annual meeting of the Board of Directors shall be held during the month of January-May each year at a date, time, and place to be decided upon by the Board of Directors or, in the absence of action by the Board of Directors, at the principal office of the Corporation.

Section 3. Regular and Special Meetings: The Board of Directors shall have regular meetings quarterly on the fourth Wednesday on the third Wednesday of every other month [current meeting structure needs to be added in] (starting in January) unless there is not sufficient business to warrant a meeting. Special meetings of the Board of Directors may be called by or at the request of the President, Chairman, Vice-Chairman, Secretary, Treasurer, or any two directors. Such meetings shall be held at the corporate office within the County of Cumberland or at such place as may be from time to time approved by the Board of Directors. Meetings of the Board of Directors or any committee thereof may be conducted by conference telephone, videoconference or other electronic communication that supports visible displays identifying those participating, identifying those seeking recognition to speak, showing (or permitting the retrieval of) the text of pending motions, and showing the results of votes. These electronic meetings of the Board of Directors shall be subject to all rules adopted by the Board of Directors, to govern them, which may include any reasonable limitations on and requirements for Board of Directors' participation.

Section 4. Notice of Meetings: Annual or regular meetings of the Board of Directors may be held upon five (5) days' notice. The person or persons calling a special meeting of the Board of Directors shall, at least twenty-four (24) hours before the meeting, give notice thereof by the usual means of communication. Such notice of a special meeting shall specify the purpose for which the meeting is being called.

Section 5. Waiver of Notice: Any Director may waive notice of any meeting. The attendance by a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum: A majority of the number of persons serving as Directors, ~~or a majority of Executive Committee members~~ at any time, shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 7. Manner of Acting: Except as otherwise provided in these By-Laws, action by a majority of the Directors present at a meeting in which a quorum is present shall be an act of the Board of Directors.

Section 8 Executive Committee. The Executive Committee shall be comprised of the Chairman of the Board, Vice Chairman, Secretary, and Treasurer. The Chairman of the Board will serve as Chairman of the Executive Committee. The Executive Committee coordinates the activities of the Board of Directors, evaluates the President's performance, ~~and exercises the authority of the Board of Directors when a quorum of board members cannot be established for a regular or specially called meeting.~~ Any actions taken by the Executive Committee shall be reported to the full board at the next board meeting. The Executive Committee will not have authority to:

- (a) rescind any action taken by the Board of Directors,
- (b) amend or repeal Articles of Incorporation or By-Laws,
- (c) merge, consolidate, or voluntarily dissolve the Corporation,
- (d) sell, lease, exchange, mortgage, pledge, or otherwise dispose of property,
- (e) select or remove the President, or
- (f) obligate the Corporation to any contract or expenditure of funds in excess of \$10,000.

Article V

OFFICERS

Section 1. Officers of the Corporation: The officers of the Corporation shall consist of the Chairman of the Board, Vice Chairman, Secretary, Treasurer, and such other officers as the Board of Directors may, from time to time, elect. Officers of the Corporation must be members of the Board of Directors.

Section 2. Election and Term: The officers of the Corporation shall be elected by the Board of Directors at the ~~April~~ May meeting for a term of one year commencing on July 1 of the ~~following current year~~ and may be subject to re-appointment for one additional year after their first term.

Section 3. Removal: Any Director shall be dropped for excess absences from the Board if s/he has three unexcused absences from the Board meetings in a fiscal year. Any officer or Director elected or appointed by the Board of Directors may be removed by the Board of Directors when, in the judgment of the Board of Directors, the best interests of the Corporation will be served by the affirmative vote of two-thirds of the Board of Directors. Any officer or Director may resign at any time by delivering a written resignation to the President or the Secretary.

Section 4. Vacancies: Vacancies among officers of the Corporation may be filled by a vote of a majority of the Board of Directors at any annual, regular, or special meeting of the Board of Directors.

Section 5. Chairman: The Chairman of the Board shall, when present, preside at all meetings of the Board of Directors. He/She shall sign with any proper officer instruments which may be lawfully executed on behalf of the Corporation, except where required or permitted by law to be otherwise signed and executed, and except where the Board of Directors shall delegate the signing and execution thereof to some other officer or agent. In general, he/she shall perform all duties incident to the office of the Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice-Chairman: The Vice-Chairman shall, in the absence or disability of the Chairman of the Board of Directors, perform the duties and exercise the powers of that office. In addition, he/she shall perform such duties and have such other powers as the Board of Directors shall prescribe.

Section 7. Secretary: The Secretary shall be responsible for keeping accurate records of the acts and proceedings of all meetings of the Board of Directors. He/She shall be responsible for giving all notices required by law and by these By-laws. He/She shall have general care of all corporate books and records. He/She shall sign such documents as may require his signature and, in general, perform all duties incident to the office of Secretary and such other duties as may be assigned him/her from time to time by the Chairman or by the Board of Directors.

Section 8. Treasurer: The Treasurer shall oversee the financial aspects of the Corporation without having direct custody of funds and securities belonging to the Corporation, provided that the Board of Directors may appoint a custodian or a depository for any such funds or securities and the Board of Directors may designate those persons upon whose signatures or authority such funds may be disbursed or transferred.

Section 9. President and CEO: The President and CEO shall oversee the day-to-day operations of the Corporation and its employees in accordance with these By-Laws. The President and CEO is authorized to enter into contracts, sign financial and tax documents, serve as a spokesperson, and other legal tasks except as outlined in these By-Laws as authority resting with the Board of Directors.

Article VI

MISCELLANEOUS

- Section 1.** **Contracts:** The President and CEO may approve contracts that would obligate the Corporation for under \$100,000 and for three (3) years or less, so long as the contracted amount was budgeted. Any non-budgeted contract for over \$50,000 would be approved by the Board of Directors prior to President & CEO signing. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument on behalf of the Corporation, and such authority may be general or confined to specific instances.
- Section 2.** **Loans:** No loans shall be contracted on behalf of the Corporation unless approved by the Board of Directors.
- Section 3.** **Checks and Drafts:** All checks, drafts or other orders for the payment of money issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.
- Section 4.** **Deposits:** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such depositories as the Board of Directors shall direct.
- Section 5.** **Seal:** The corporate seal of the Corporation shall consist of two concentric circles between which is the name of the Corporation and in the center of which is inscribed "SEAL", and such seal, as impressed on the margin hereof, is hereby adopted as the seal of the Corporation.
- Section 6.** **Committees:** The Chairman of the Board shall, subject to the Board of Directors' approval, appoint any committees to consist of as many persons as he/she deems advisable.
- Section 7.** **Fiscal Year:** The fiscal year of the Corporation shall be the year beginning July 1st and ending June 30th.
- Section 8.** **Bond:** At the expense of the Corporation, the Board of Directors may, by Resolution, require any or all officers, agents, and employees of the Corporation to give bond to the Corporation, with sufficient sureties, conditioned on the faithful performance of the duties of their respective officers or positions, and to comply with such conditions as may from time to time be required by the Board of Directors.

Section 9. Inspection of Books: The books of the Corporation may be inspected for specific and proper purposes by persons determined by the Board of Directors to be entitled thereto at such reasonable times, and places as the Board of Directors may determine, upon application by the person's desiring inspection thereof.

Section 10. Independent Outside Audit: The Board of Directors shall require a comprehensive, independent outside audit (certified audit) of the books and financial records of the Corporation on an annual basis, to be completed no later than three months after the end of the fiscal year.

Section 11. Indemnification: Any person who at any time serves or has served as a director, officer, employee, or agent of the Corporation, or in such capacity at the request of the Corporation for any other corporation, partnership, joint venture, trust, or other enterprise, shall have a right to be indemnified by the Corporation to the fullest extent permitted by law against:

- (a) unreasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with any threatening, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, and whether or not brought by him/her in connection with any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the Corporation, seeking to hold him/her liable by reason of the fact he/she was working in such capacity, and
- (b) reasonable payments made by him/her in satisfaction of any judgment, money decree, fine, penalty, or settlement for which he/she may have become liable in any such action, suit, or proceeding. The Board of Directors of the Corporation shall take all such action as may be necessary and appropriate to authorize the Corporation to pay the indemnification required by this By-Law, without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him/her. Any person who at any time after the adoption of this By-Law serves or has served in any of the aforesaid capacities for or on behalf of the Corporation shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this By-Law. In addition to all of the foregoing, the Board of Directors shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership,

joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Corporation would have the power to indemnify him/her against such liability.

Section 12. Amendments: These By-Laws may be amended or replaced, and new By-Laws may be adopted only by the affirmative vote of two-thirds (2/3) of the Board of Directors. However, Article IV and this section (Article VI, Section 12) may only be amended or replaced by the affirmative vote of two-thirds (2/3) of the Board of Directors and with the approval of the County of Cumberland Board of Commissioners.

These By-Laws were approved at a meeting of the County of Cumberland Board of Commissioners on August 16, 2024

X
Seth Benalt
FACVB Board of Directors Chairman

X
Jimmy Keefe
FACVB Board of Directors Secretary

X
Glenn Adams
Cumberland County Board of Commissioners Chairman



OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 6/4/2024

**SUBJECT: GRANT OF EASEMENTS TO CITY OF FAYETTEVILLE FOR WATER
AND SEWER LINES ADJACENT TO RAY AVENUE ON THE LIBRARY
PROPERTY**

Requested by: PWC

Presenter(s): COUNTY ATTORNEY

BACKGROUND

The City of Fayetteville requests the water and sewer easements on the Headquarters Library property adjacent to Ray Avenue described in the attached easement document. The areas of the two permanent easements are 241 and 543 square feet. Temporary construction easements of 307 and 608 square feet are included and will be extinguished when the project is completed. The county attorney has reviewed the project drawings of the easements and determined these do not interfere with the use of the library.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends placing this item on the consent agenda at the June 17, 2024 Board of Commissioners meeting for approval of these easements.

ATTACHMENTS:

Description	Type
RAY AVE. - LIBRARY W & S EASEMENTS	Backup Material

NORTH CAROLINA
CUMBERLAND COUNTY

UTILITY EASEMENT
(WATER & SANITARY SEWER)
PUBLIC WORKS COMMISSION
Ray Avenue Drainage Project Parcel 3
PWC EASEMENT NO. _____

Prepared by and Return to: Richard A. Galt, Attorney at Law, for Fayetteville Public Works Commission - Attn: Kyle Brisson

THIS INSTRUMENT, approved by the Cumberland County Board of Commissioners and made this
_____ day of _____, 2024.

By: COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, herein called Grantor,

To: Grantee: THE CITY OF FAYETTEVILLE, a municipal corporation, by and through FAYETTEVILLE PUBLIC WORKS COMMISSION, a public authority, in accordance with Chapter VIA of the Charter of the City of Fayetteville,

WITNESSETH THAT

Grantor, for one dollar (\$1.00) and other valuable consideration, hereby acknowledged as paid and received, has bargained and sold, and by these presents does grant, bargain, sell and convey to Grantee, its successors, licensees, and assigns, the perpetual right, easement and privilege to be exercised through the Fayetteville Public Works Commission ("FPWC") in accordance with Sections 6A.7 and 6A.9 of Chapter VIA of the Charter of the City of Fayetteville, as amended, for Grantee and FPWC and each of their contractors and agents to go in and upon and build, construct, reconstruct, operate and maintain water, sanitary sewer (any or all) lines, with such pipes, connections, manholes, and other attachments, equipment and accessories necessary or desirable in connection therewith (collectively, "Utility Equipment"), to have full ingress and egress, thereto and therefrom over adjoining lands of Grantor (using paved areas and established pathways where practical as reasonably determined by FPWC), to patrol, inspect, alter, improve, repair, relocate, add to, remove and replace any or all of such Utility Equipment, within the easement area, to keep clear all trees, undergrowth and other encroachments located within the permanent easements described herein and to have all rights and privileges necessary or convenient for the full enjoyment or use of this easement, in, on, under, over, through and across certain land described as follows:

NORTH CAROLINA -- CUMBERLAND COUNTY -- CROSS CREEK TOWNSHIP

The following described easement lies within that certain parcel of land located on the east side of Ray Avenue (Variable Right-of-Way) as described in the deed of record duly recorded in Deed Book 2471, Page 841, of the Cumberland County Registry.

Sheet 4 Permanent Utility Easement

COMMENCING AT AN IRON ROD FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING 475089.87 EASTING: 2035285.22), THENCE FROM THE POINT OF COMMENCING SOUTH 81 DEGREES 34 MINUTES 49 SECONDS EAST A DISTANCE OF 130.46 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A 60D NAIL SET (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 475070.77 EASTING: 2035414.27). THENCE FROM THE POINT OF BEGINNING MOVING IN A CLOCKWISE DIRECTION NORTH 21 DEGREES 22 MINUTES 32.86 SECONDS EAST A DISTANCE OF 18 FEET TO A CALCULATED POINT, THENCE RUNNING SOUTH 68 DEGREES 37 MINUTES 27.14 SECONDS EAST A DISTANCE OF 13.37 FEET TO A CALCULATED POINT, THENCE RUNNING SOUTH 21 DEGREES 22 MINUTES 33.73 SECONDS WEST A DISTANCE OF 18 FEET TO A 1/4 INCH REBAR, THENCE RUNNING NORTH 68 DEGREES 37 MINUTES 27.14 SECONDS WEST A DISTANCE OF 13.37 FEET TO THE POINT OF BEGINNING. CONTAINING 241 SQUARE FEET OR 0.006 ACRES, MORE OR LESS, AS SHOWN ON PWC DRAWING AWS-15462 ATTACHED AND LABELED "EXHIBIT D."

Sheet 5 Permanent Utility Easement

COMMENCING AT AN IRON ROD FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 475313.84 EASTING: 2035447.95), THENCE FROM THE POINT OF COMMENCING NORTH 43 DEGREES 21 MINUTES 51 SECONDS EAST A DISTANCE OF 100.74 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A 60D NAIL SET (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 475387.05 EASTING: 2035517.17). THENCE FROM THE POINT OF BEGINNING MOVING IN A CLOCKWISE DIRECTION NORTH 20 DEGREES 24 MINUTES 49.21 SECONDS EAST A DISTANCE OF 45.34 FEET TO A CALCULATED POINT, THENCE RUNNING SOUTH 71 DEGREES 57 MINUTES 55.72 SECONDS EAST A DISTANCE OF 14.65 FEET TO A HOLE IN CONCRETE, THENCE RUNNING SOUTH 22 DEGREES 54 MINUTES 43.37 SECONDS WEST A DISTANCE OF 33.38 FEET TO A CALCULATED POINT, THENCE RUNNING SOUTH 66 DEGREES 43 MINUTES 13.86 SECONDS WEST A DISTANCE OF 18.23 FEET TO THE POINT OF BEGINNING. CONTAINING 543 SQUARE FEET OR 0.01 ACRES, MORE OR LESS, AS SHOWN ON PWC DRAWING AWS-15462 ATTACHED AND LABELED "EXHIBIT E."

IN ADDITION, and for the aforesaid consideration, the Grantor further hereby conveys to Grantee, its successors, licensees, and assigns, the following described areas and temporary interests in connection with the City of Fayetteville Ray Ave Drainage Project Parcel 3 No. 20200251.00.RA.

Sheet 4 Temporary Construction Easement

COMMENCING AT AN IRON ROD FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING 475089.87 EASTING: 2035285.22), THENCE FROM THE POINT OF COMMENCING SOUTH 81 DEGREES 34 MINUTES 49 SECONDS EAST A DISTANCE OF 130.46 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A 60D NAIL SET (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 475070.77 EASTING: 2035414.27). THENCE FROM THE POINT OF BEGINNING MOVING IN A CLOCKWISE DIRECTION SOUTH 68 DEGREES 37 MINUTES 27.14 SECONDS EAST A DISTANCE OF 13.37 FEET TO A 1/4 INCH REBAR, THENCE RUNNING NORTH 21 DEGREES 22 MINUTES 33.73 SECONDS EAST A DISTANCE OF 18 FEET TO A CALCULATED POINT, THENCE RUNNING NORTH 68 DEGREES 37 MINUTES 27.14 SECONDS WEST A DISTANCE OF 13.37 FEET TO A CALCULATED POINT, THENCE RUNNING NORTH 21 DEGREES 22 MINUTES 33.79 SECONDS EAST A DISTANCE OF 11.40 FEET TO A CALCULATED POINT, THENCE RUNNING SOUTH 69 DEGREES 56 MINUTES 52.57 SECONDS EAST

A DISTANCE OF 15.37 FEET TO A CALCULATED POINT, THENCE RUNNING SOUTH 22 DEGREES 11 MINUTES 9.07 SECONDS WEST A DISTANCE OF 36.30 FEET TO A CALCULATED POINT, THENCE RUNNING NORTH 69 DEGREES 36 MINUTES 41.28 SECONDS WEST A DISTANCE OF 14.85 FEET TO A CALCULATED POINT, THENCE RUNNING NORTH 21 DEGREES 22 MINUTES 32.86 SECONDS EAST A DISTANCE OF 6.80 TO THE POINT OF BEGINNING. CONTAINING 307 SQUARE FEET OR 0.007 ACRES, MORE OR LESS, AS SHOWN ON PWC DRAWING AWS-15462 ATTACHED AND LABELED "EXHIBIT D."

Sheet 5 Temporary Construction Easement

COMMENCING AT AN IRON ROD FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 475313.84 EASTING: 2035447.95), THENCE FROM THE POINT OF COMMENCING NORTH 43 DEGREES 21 MINUTES 51 SECONDS EAST A DISTANCE OF 100.74 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A 60D NAIL SET (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 475387.05 EASTING: 2035517.17). THENCE FROM THE POINT OF BEGINNING MOVING IN A CLOCKWISE DIRECTION NORTH 66 DEGREES 43 MINUTES 13.86 SECONDS EAST A DISTANCE OF 18.23 FEET TO A CALCULATED POINT, RUNNING THENCE NORTH 22 DEGREES 54 MINUTES 34.37 SECONDS EAST A DISTANCE OF 33.38 FEET TO A HOLE IN CONCRETE, THENCE RUNNING SOUTH 71 DEGREES 57 MINUTES 55.72 SECONDS EAST A DISTANCE OF 6.34 FEET TO A CALCULATED POINT, THENCE RUNNING SOUTH 22 DEGREES 54 MINUTES 34.37 SECONDS WEST A DISTANCE OF 38.10 FEET TO A CALCULATED POINT, THENCE RUNNING SOUTH 66 DEGREES 43 MINUTES 19.86 SECONDS WEST A DISTANCE OF 31.81 FEET TO A CALCULATED POINT, THENCE RUNNING NORTH 20 DEGREES 24 MINUTES 49.28 SECONDS EAST A DISTANCE OF 13.83 FEET TO THE POINT OF BEGINNING. CONTAINING 608 SQUARE FEET OR 0.01 ACRES, MORE OR LESS, AS SHOWN ON PWC DRAWING AWS-15462 ATTACHED AND LABELED "EXHIBIT E."

The temporary construction easements shall expire upon completion of the aforementioned project.

For title reference, see the following in Cumberland County, N.C. Registry:

Deed Book 2471, Page 841; PWC Drawing No. AWS-15462; Pin No. 0437-55-6114-; "Ray Avenue Drainage Project Parcel 3"

TO HAVE, TO HOLD, AND TO ENJOY said right, easement, and privilege as above fully defined and described in, on, under, over, through and across said land, and all privileges and appurtenances thereto belonging, to Grantee and Grantee's successors, licensees, and assigns, forever. And the Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple and is the lawful owner, has the right to convey the easement

Grantor shall have the right to continue to use the land within said utility easement area(s) as described herein for access, ingress, egress, and parking.

Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN TESTIMONY WHEREOF, Grantor has signed and sealed this instrument,

COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina,

BY: _____ (SEAL)
Glenn Adams, Chairman
Cumberland County Board of Commissioners

ATTEST: _____ (SEAL)
Andrea Tebbe, Clerk to the Board

(No Markings, to include Notary Seal are to be outside of the margin lines)

NORTH CAROLINA- _____ COUNTY

I, a Notary Public of _____ County and said State, do hereby certify that **Andrea Tebbe** personally came before me this day and acknowledged that she is the **Clerk to the Board of Commissioners of Cumberland County**; that **Glenn Adams** is the Chairman of the Cumberland County Board of Commissioners; that this Deed was signed and sealed by the Chairwoman and attested by her as Clerk to the Board of Commissioners, all by authority duly granted by the Board of Commissioners.

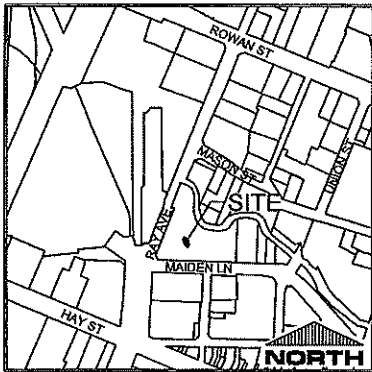
Witness my hand and official seal this the _____ day of _____, 2024.

My commission expires: _____

(SEAL)

Official Signature of Notary

Typed or Printed Name of Notary



VICINITY MAP
(N.T.S.)

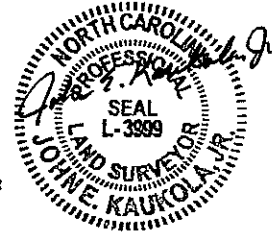
- LEGEND:
- HOLE IN CONCRETE
 - CALCULATED POINT
 - TEMPORARY CONSTRUCTION EASEMENT
 - PERMANENT UTILITY EASEMENT
 - RIGHT OF WAY

I, JOHN E. KAUKOLA, JR., HEREBY DECLARE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM A SURVEY MADE UNDER MY SUPERVISION, THAT THIS MAP DOES NOT REPRESENT AN OFFICIAL BOUNDARY SURVEY AND HAS NOT BEEN PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. IT HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 2ND DAY OF SEPTEMBER, 2022.

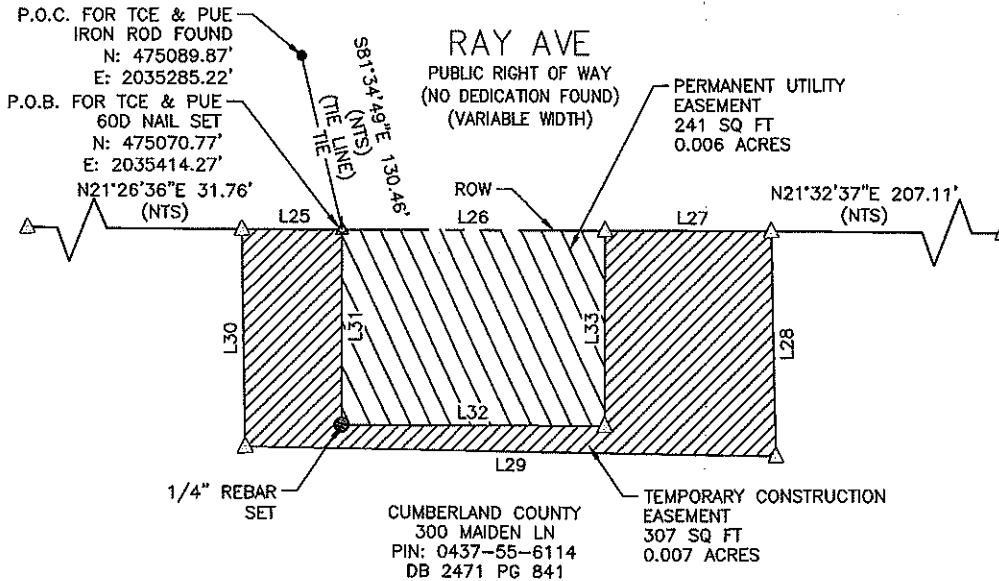
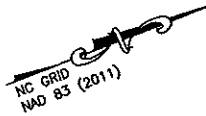
I FURTHER CERTIFY THAT THIS SURVEY WAS BASED ON HORIZONTAL AND VERTICAL CONTROL POINTS DETERMINED FROM AN ACTUAL GPS (OR GNSS) SURVEY MADE UNDER MY DIRECT SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

HORIZONTAL POSITIONAL ACCURACY: 0.10 FEET
 VERTICAL ACCURACY: 0.10 FEET
 TYPE OF GPS: VRS RTK
 DATES OF SURVEY: JULY 28 2022
 HORIZONTAL DATUM/EPOCH: NAD 83 (2011)
 VERTICAL DATUM: NAVD 88
 PUBLISHED/FIXED-CONTROL USE: NCGS "PTS 4"
 GEIOD MODEL: 12B
 COMBINED GRID FACTOR: 0.99987938
 UNITS: US SURVEY FEET

John E. Kaukolo, Jr.
 NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
 REGISTRATION NUMBER L-3999
 John.kaukolo@SAM.biz
 919-802-8898



10/10/2022



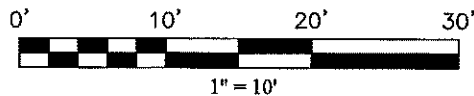
Line Table		
Line #	Length	Direction
L25	6.796	N21° 22' 32.86"E
L26	18.000	N21° 22' 33.73"E
L27	11.404	N21° 22' 33.79"E
L28	15.386	S69° 56' 52.57"E
L29	36.302	S22° 11' 09.07"W
L30	14.851	N69° 36' 41.28"W
L31	13.368	N68° 37' 27.14"W
L32	18.000	S21° 22' 33.73"W
L33	13.368	S68° 37' 27.14"E

NGCS MONUMENT
 "PTS 4"
 PUBLISHED COORDINATES
 NAD83/2001
 N: 474924.98
 E: 2034534.95
 ELEV: 101.43 NAVD 88
 COMBINED FACTOR: 0.99987938

NOTES:

- CONTROL USED HEREON WAS PROVIDED BY WK DICKSON, INC. ON A SURVEY PERFORMED BY STEWART ON 07/09/2020 AND 08/06/2020. THEN CHECKED BY SAM ON JULY 28TH, 2022.
- INFORMATION SHOWN BASED ON A FIELD SURVEY PERFORMED BY SAM LLC ON JULY 28, 2022.
- REFERENCES SHOWN HEREON.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
- THE HORIZONTAL DATUM IS N.C. GRID NAD 83/2011.

GRAPHIC SCALE



2641-116 Sumner Blvd.
 Raleigh, NC 27616
 Ofc: 919.878.7466
 Email: info@sam.biz
 NCBELS FIRM#: F-1442
 PROJECT# 1022071807

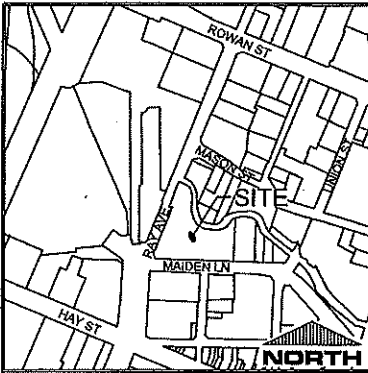


FAYETTEVILLE PUBLIC WORKS COMMISSION

EXHIBIT "D" - PERMANENT UTILITY EASEMENT &
 TEMPORARY CONSTRUCTION EASEMENT - RAY AVENUE

OWNER: CUMBERLAND COUNTY		SHEET 4 OF 6
DEED BOOK: 2471	PAGE: 841	REID# 0437556114000
TOWNSHIP: CROSS CREEK	COUNTY: CUMBERLAND	STATE: NORTH CAROLINA
PROJECT MANAGER: JA	DRAWN BY: VR	APPROVE BY: JK
DATE: 10/10/2022	SCALE 1"=10'	PWC DRAWING:

ANS-15462



VICINITY MAP
(N.T.S.)

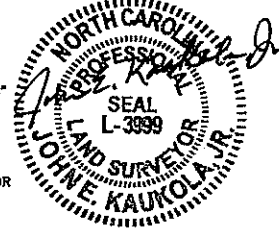
- LEGEND:
- HOLE IN CONCRETE
 - CALCULATED POINT
 - TEMPORARY CONSTRUCTION EASEMENT
 - PERMANENT UTILITY EASEMENT
 - RIGHT OF WAY

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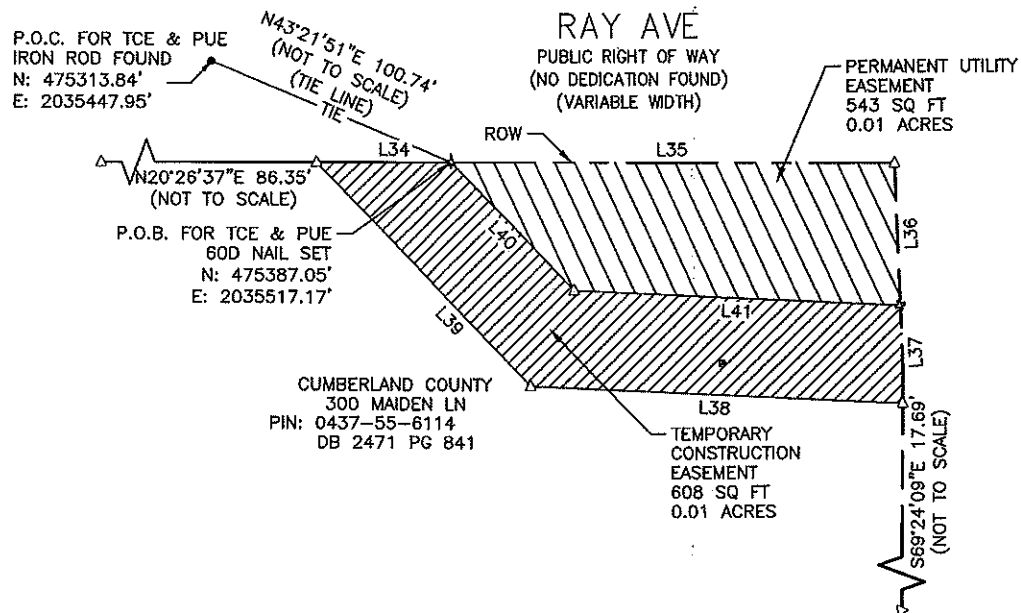
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 GEOID MODEL: 12B
 COMBINED GRID FACTOR: 0.99987938
 UNITS: US SURVEY FEET

John E. Kaukola, Jr.
 NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
 REGISTRATION NUMBER L-3999
 john.kaukola@sam.biz
 919-802-8898



10/10/2022



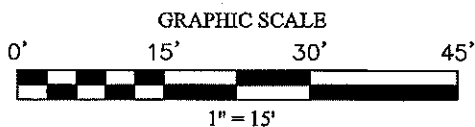
CUMBERLAND COUNTY
 300 MAIDEN LN
 PIN: 0437-55-6114
 DB 2471 PG 841

NOTES:

1. CONTROL USED HEREON WAS PROVIDED BY WK DICKSON, INC. ON A SURVEY PERFORMED BY STEWART ON 07/09/2020 AND 08/06/2020. THEN CHECKED BY SAM ON JULY 28TH, 2022.
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Line Table		
Line #	Length	Direction
L34	13.830	N20° 24' 49.28"E
L35	45.339	N20° 24' 49.21"E
L36	14.650	S71° 57' 55.72"E
L37	6.342	S71° 57' 55.72"E
L38	38.095	S22° 54' 34.37"W
L39	31.808	S66° 43' 13.86"W
L40	18.233	S66° 43' 13.86"W
L41	33.383	S22° 54' 34.37"W

NCGS MONUMENT
 "PTS 4"
 PUBLISHED COORDINATES
 NAD83/2001
 N: 474924.98
 E: 2034534.95
 ELEV: 101.43 NAVD 88
 COMBINED FACTOR: 0.99987938



SAM
 2641-116 Sumner Blvd.
 Raleigh, NC 27616
 Ofc: 919.878.7466
 Email: info@sam.biz
 NCBELS FIRM#: F-1442
 PROJECT# 1022071807



FAYETTEVILLE PUBLIC WORKS COMMISSION
 EXHIBIT "E" - PERMANENT UTILITY EASEMENT &
 TEMPORARY CONSTRUCTION EASEMENT - RAY AVENUE

OWNER: CUMBERLAND COUNTY		SHEET 5 OF 6
DEED BOOK: 2471	PAGE: 841	REID# 0437556114000
TOWNSHIP: CROSS CREEK	COUNTY: CUMBERLAND	STATE: NORTH CAROLINA
PROJECT MANAGER: JA	DRAWN BY: VR	APPROVE BY: JK
DATE: 10/10/2022	SCALE 1"=15'	PWC DRAWING

1022071807



OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 6/4/2024

**SUBJECT: GRANTS OF UTILITY EASEMENTS TO PIEDMONT NATURAL GAS
AND SOUTH RIVER ELECTRIC MEMBERSHIP CORPORATION**

**Requested by: PIEDMONT NATURAL GAS AND SOUTH RIVER ELECTRIC
MEMBERSHIP CORPORATION**

Presenter(s): COUNTY ATTORNEY

BACKGROUND

Piedmont Natural Gas Company, Inc., (“PNG”) and South River Electric Membership Corporation (“SREMC”) have made separate requests for significant utility easements upon two vacant parcels in the Cumberland Industrial Center and on the Sand Hill Road Site. These are being presented together because they are adjacent to each other and the combination of the two easements has much more impact on the properties than either does alone. These two requested easements are shown on the GIS map attached as **Exhibit A**. The PNG-requested easement is shaded green and is 50’ in width for an underground pipeline running from the back line of the county’s vacant parcel north of Technology Drive and crossing the northernmost line of the Sand Hill Road Site, then running with the Sand Hill Road Site line to the lot PNG purchased from the county for a new regulator station earlier this year. The SREMC-requested easement is shaded orange and is 100’ in width for an overhead transmission line running from the westernmost line of the county’s vacant parcel in the Cumberland Industrial Center parallel to the common line of that parcel and the Sand Hill Road Site and crossing the utility easements on the easternmost line of the county parcel, then turning in a southeastern direction to end in the Sand Hill Road Site parcel. The details for each easement follow.

PNG-requested Easement:

The easement requested by PNG runs adjacent to existing contiguous utility easements totaling 170' in width and then turning west a line adjacent to an existing sanitary sewer easement 30' in width. The new PNG easement will increase the width of these easements to 220' across the two parcels fronting on Technology Drive.

The total area of the permanent easement requested by PNG is 4.116 acres. PNG has offered total compensation of \$147,238 as shown on the Total Compensation Agreement attached as **Exhibit B**. The breakdown of the value between the permanent and temporary construction easements and damages to trees is shown on this **Exhibit B**. PNG used a FMV of \$36,857 per acre and determined the permanent easement took 80% of the per acre value. This amount includes some area that is within the parcel purchased by PNG which will reduce the offer when the survey is updated.

SREMC-requested Easement:

The total area of the easement requested by SREMC is 2.562 acres. The easement is shown as teal and orange lines on the site plan attached as **Exhibit C**. SREMC has not offered any compensation for this easement. Instead, it reports that the county has requested it to remove the existing power line in the easement shown in yellow on **Exhibit C** and replace it with a new 30' easement and power line shown in blue on **Exhibit C**. **Exhibit C** shows a proposed site plan on the Sand Hill Road Site parcel.

Damages Issue to Consider:

These new easements will cause the triangular portion of the Sand Hill Road Site lying west of the existing utility easements 170' in width (outlined in black on **Exhibit D** attached) to be abutted by utility easements more than 170' in width on two sides and by a utility easement 30' in width through its center. It is unlikely that it can be developed or used for any purpose. The county attorney advised the board when the property was sold to PNG that this triangle would be of greater value to the parcel fronting on Technology Drive than to the Sand Hill Road site because it was cut off by the existing utility easements. The addition of 150' of new easements now cuts it off from the parcel fronting on Technology Drive also. The board should consider whether it wants to seek compensation for the damage caused to this remainder by the impact of these new easements.

RECOMMENDATION / PROPOSED ACTION

The county attorney requests the board to determine whether it wishes to proceed with the grant of these easements and whether the board wishes to seek compensation for the damages caused to the triangle-shaped portion of the Sand Hill Road Site that is will be cut off by these extensive utility easements.

ATTACHMENTS:

Description	Type
EXHIBIT A - PNG-South River	Backup Material
EXHIBIT B - PNG-South River	Backup Material
EXHIBIT C - PNG - South River	Backup Material
EXHIBIT D - PNG-South RIVER	Backup Material

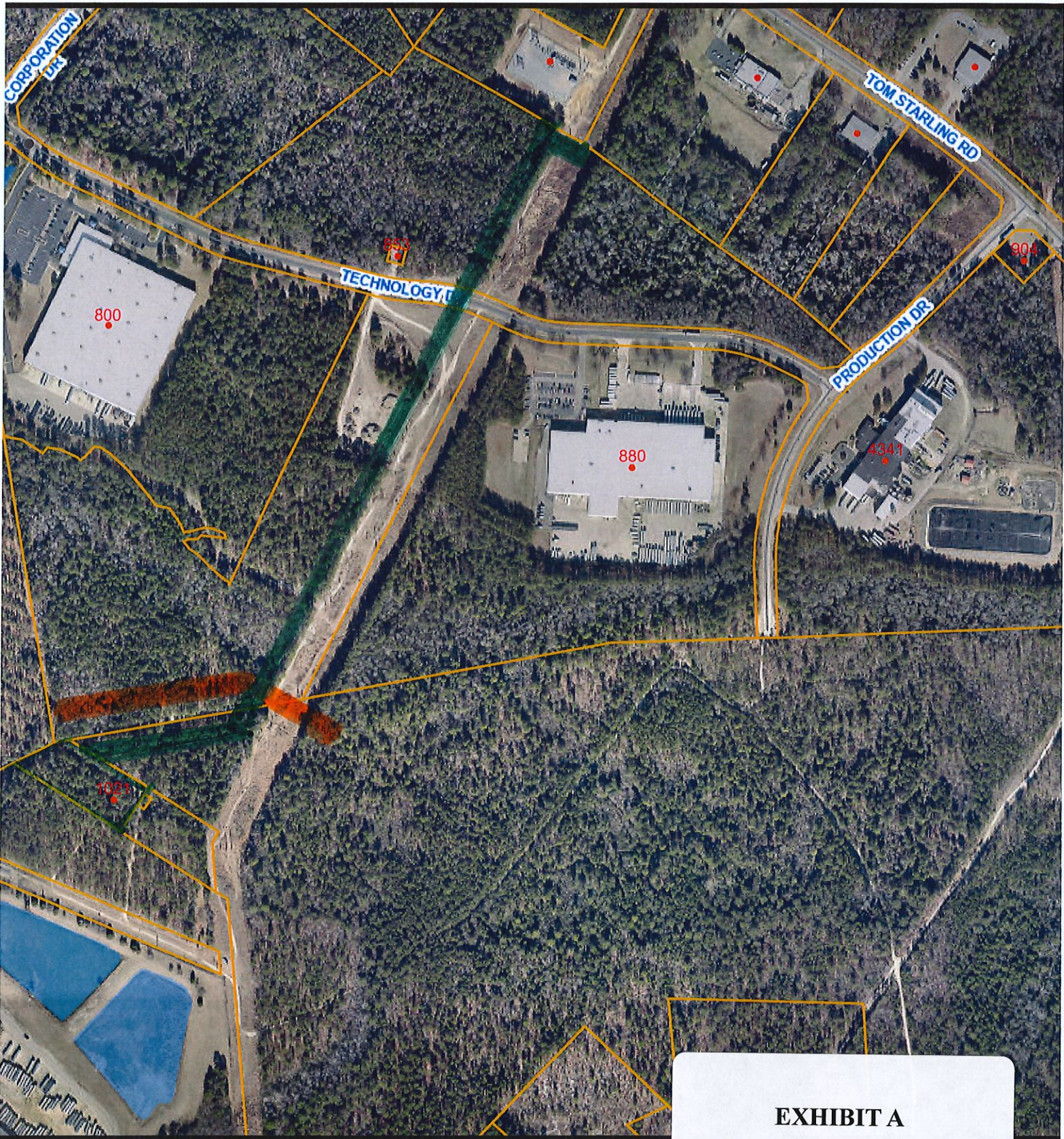
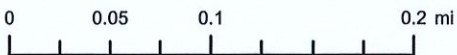


EXHIBIT A

Source: Map 5/27/2024 5:11 PM



THE COUNTY OF CUMBERLAND AND ITS GIS DEPARTMENT DISCLAIMS ACCOUNTABILITY FOR THIS PRODUCT AND MAKES NO WARRANTY EXPRESSED OR IMPLIED CONCERNING THE ACCURACY THEREOF. RESPONSIBILITY FOR INTERPRETATION OF THIS PRODUCT LIES WITH THE USER.



•	Addresses	----	Lot Line
▭	Parcels	—	Streets
—	Parcel Line	■	Lakes, Ponds

EXHIBIT B



Total Compensation Agreement for Permanent Easement(s), Temporary Easement(s), and/or Damages ("Agreement")

Piedmont Natural Gas Company, Inc. ("Piedmont")

Project Name: Line 5 Segment 2 Project 110 MAOP
 Project Tract #: CUMB-127_000, 128_000 and 130_000

Project Number: 0235312
 Consideration: \$123,663

Landowner: County of Cumberland
 Pay to the Order of: County of Cumberland

% Ownership: 100.00%
CONSOLIDATED

Deliver Check To: Glenn Adams
117 Dick St.
Fayetteville, NC 28301

Phone: 910-678-7753

In consideration of the right(s) of way and/or easement(s) dated _____, 2024 (collectively, "Easement") granted by Landowner to Piedmont, Piedmont agrees to pay Landowner the following amounts:

PER ACRE FAIR MARKET VALUE ("FMV")	\$36,857		
PERMANENT (G662)			
	Acres	%FMV	
Pipeline Easement Area	4.116	80%	\$121,363
Perm. Access Easement Area	0.078	80%	\$2,300
USSE Area			\$0
Testing and Operations Easement Area			\$0
PERMANENT TOTAL			\$123,663
TEMPORARY (G663)			
	Acres	%FMV	
TCE Area	3.655	10%	\$13,471
Temp. Access Easement Area			\$0
Right of Entry			
Option Agreement			\$0
TEMPORARY TOTAL			\$13,471
CROP DAMAGES (G655)			
	Type	Acres	Yield per Acre
			Price per Yield Unit
Crops			\$0
Timber			\$0
CROP DAMAGE TOTAL			\$0
OTHER DAMAGES (G656)			
Detailed Description of Damages	Total Damages to Trees-6.736 acres @ \$1500/acre		\$10,104
OTHER DAMAGES TOTAL			\$10,104
GRAND TOTAL			\$147,238

EXHIBIT C

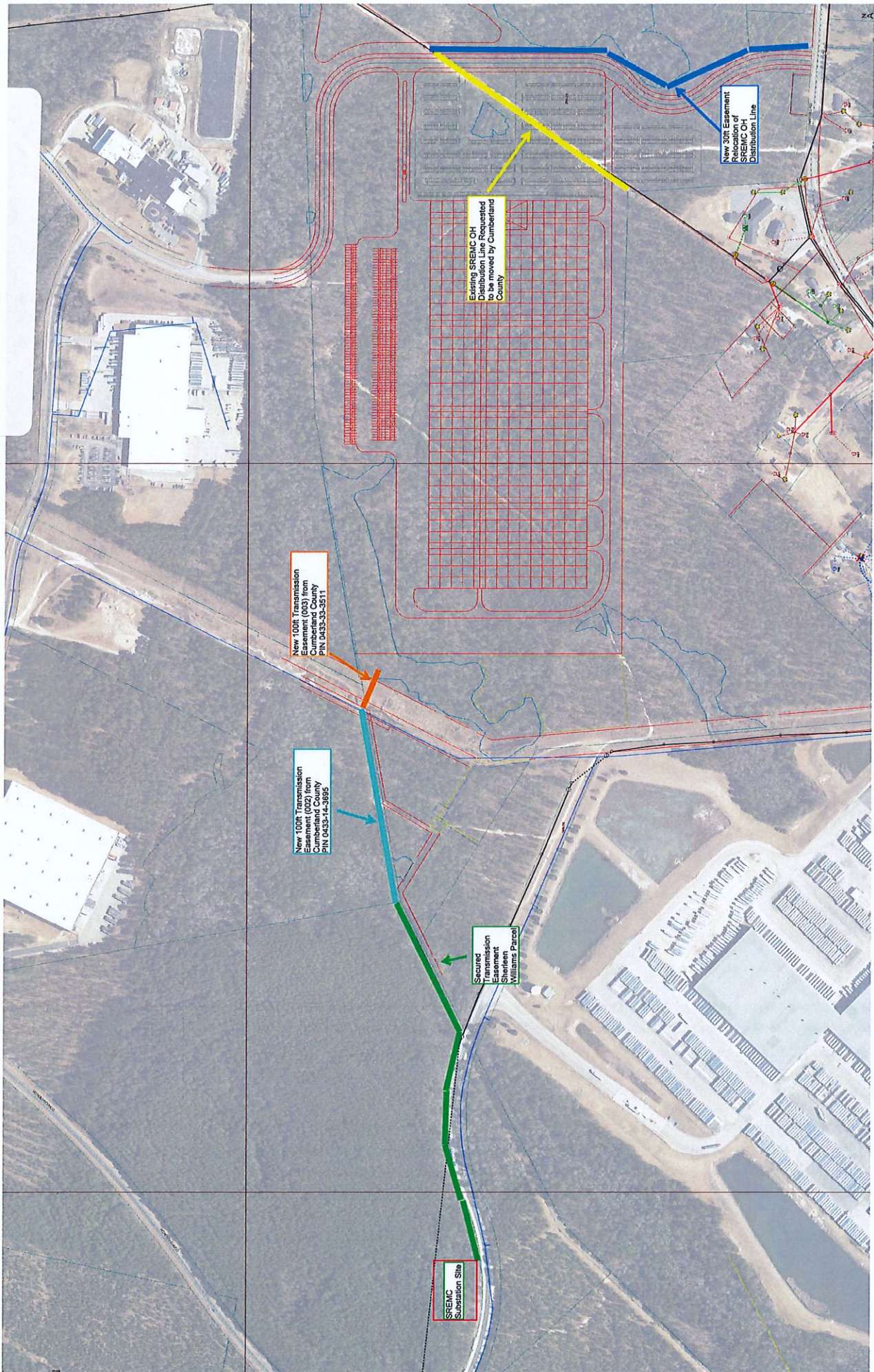


EXHIBIT D



PRELIMINARY MAP-Not for recordation, conveyances, or sales. THIS IS NOT A BOUNDARY SURVEY and any property lines shown hereon were derived from public mapping source. The purpose of this exhibit is to depict the Proposed Piedmont Natural Gas Easement(s) for visual reference in discussions with a landowner and is not intended to be construed as a Boundary Survey of the tract or of the proposed easement(s).



OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 6/5/2024

SUBJECT: REVISION OF THE MINIMUM HOUSING CODE

Requested by: COUNTY ATTORNEY

Presenter(s): COUNTY ATTORNEY

BACKGROUND

The county attorney has rewritten the Minimum Housing and Nonresidential Building Code. The revision begins with eliminating the provisions for nonresidential buildings and adding abandoned structures. This is necessary because the nonresidential buildings provisions were taken from the Article 11-Building Code Enforcement from Chapter 160D and have different enforcement mechanisms than the Minimum Housing Code taken from Article 12 of that chapter. Chapter 160D added abandoned structures to coverage of the minimum housing codes. That changes the name of the ordinance to the Minimum Housing and Abandoned Structures Code. All the minimum housing cases which have been brought to the board of commissioners for a demolition ordinance were abandoned structures. If that continues, having abandoned structures in the minimum housing ordinance will be the most efficient way these can be handled.

The other amendments are to make the ordinance language track the language in the Chapter 160D statutes, including new definitions; remove criminal penalties to comply with new legislation that prohibits ordinances authorized by Chapter 160D from having criminal penalties unless specifically authorized by a statute; and include provisions that are only applicable if the property is in a municipality to accommodate the enforcement of the county's ordinance in those towns that have requested it and the board has approved.

It is difficult to format documents like this in review mode which shows the changes in red font. Once the

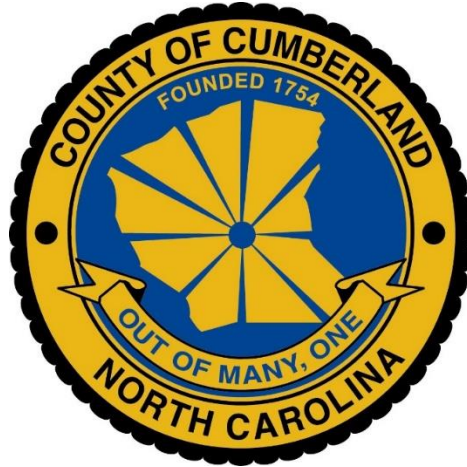
board approves the revised ordinance, it must be tweaked to make the format consistent in all the sections which may result in some changes in the numbering of the sections and subsections. The table of contents will not be modified until the document is final. The board may send this to the Planning Board for review, but it is not mandatory. The board must advertise a public hearing for two consecutive weeks and conduct the public hearing before adopting it. Because it does impose a criminal penalty on the owner of a dwelling allowing occupancy after the dwelling is ordered to be vacated, it must be voted on and approved by the board at two meetings.

RECOMMENDATION / PROPOSED ACTION

The county attorney advises these changes are particularly necessary to efficiently enforce the ordinance in the municipal jurisdictions and recommends the board approve the revisions and direct it to be placed on either the August 5 or 19 board meeting at which the public hearing can be conducted.

ATTACHMENTS:

Description	Type
AMENDED MINIMUM HOUSING ORDINANCE	Backup Material



**MINIMUM HOUSING AND
~~NONRESIDENTIAL~~
~~BUILDING~~ ABANDONED
STRUCTURES CODE**

**CUMBERLAND COUNTY
NORTH CAROLINA**

ORIGINALLY ADOPTED: FEBRUARY 22, 1979
WITH AMENDMENTS THROUGH: DECEMBER 18, 2023

As adopted in Chapter 4 of the Cumberland County Code of Ordinances

Minimum Housing and ~~Nonresidential~~

Building Abandoned Structures -Code

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DIVISION 1. - GENERALLY

Sec. 4-66. - Finding and purpose.

(a) Pursuant to N.C.G.S. § 160D-1201, the Board of Commissioners of Cumberland County hereby finds that there exist in the planning and development regulation jurisdiction of the County:

(1) dwellings that are unfit for human habitation due to dilapidation; defects increasing the hazards of fire, accidents or other calamities; lack of ventilation, light, or sanitary facilities; accumulations of garbage, trash or rubbish on the premises; other conditions rendering the dwellings unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals, or otherwise inimical to the welfare of the residents of the County; and

(2) abandoned structures that create a health or safety hazard as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children, or frequent use by vagrants as living quarters in the absence of sanitary facilities.

(b) The Board of Commissioners of Cumberland County further finds that the existence and occupation of dwellings that are unfit for human habitation and abandoned structures that create a health or safety hazard are inimical to the welfare and dangerous and injurious to the health and safety of the people of the County, and a public necessity exists for the repair, closing, or demolition of such dwellings and abandoned structures.

~~(a) Pursuant to N.C. G.S. § 160D-1201, it is hereby found and declared that there exist in the County dwellings which are unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents and other calamities, lack of ventilation, light and sanitary facilities, accumulations of garbage, trash and/or rubbish on the premises, or overgrowth adversely affecting the health, safety and/or well-being of the occupants, or other conditions rendering such dwellings unsafe or unsanitary, dangerous and detrimental to the health and otherwise inimical harmful to the welfare of the residents of the County.~~

~~(b) Pursuant to N.C. G.S. § 160D-1129, The County further finds that there exists within the County non-residential buildings and structures that appear to be dilapidated, vacant or abandoned and to be in such a condition as to cause or contribute to blight, disease, vagrancy, fire or safety hazard, to be a danger to children, or to tend to attract persons intent on criminal activities or other activities.~~

~~(c) In order to protect the health, safety and welfare of the residents of the County it is the purpose of this ordinance to establish minimum standards of fitness for the initial and continued occupancy of all buildings used for human habitation, as expressly authorized by G.S. 160D-1205.~~

~~(d) The provisions of this Chapter shall apply to all residential and non-residential buildings and structures within Cumberland County as now or hereinafter affixed.~~

~~(e) The provisions of this Chapter shall not apply to any structure exempt from regulations under the Cumberland County Zoning Ordinance and as otherwise exempt by statute or other applicable laws.~~

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-67. - Definitions.

The following definitions shall apply in the interpretation and enforcement of this article.

Accessory building means a building or structure the use of which is incidental to that of the main building or structure and which is located on the same lot or on a contiguous lot.

Agent means any person, firm or corporation who is responsible for the management, maintenance, operation, renting, leasing or sale of any property; or who makes application for, or seeks a permit on behalf of, the owner of any property; or who in any other way represents the owner of the property in any particular case.

Alter or alteration means any change or modification in construction or occupancy.

Apartment house means any building, or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied, or which is occupied as the home or residence of three or more families living independently of each other in dwelling units.

Basement shall mean a story with 50 percent or more of its cubical content below finish grade.

Building means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. The term "building" shall be construed as if followed by the words "or part thereof."

Ceiling height means the clear vertical distance from the finished floor to the

finished ceiling.

Common area means all areas which were conveyed to a homeowners' association in a townhouse development, condominium, cooperatives or planned unit development.

Demolish means the demolition and removal of the entire building, leaving the property free and clear of any debris, and without holes or pockets which may retain water.

Dwelling means any building, structure, manufactured home, or mobile home, or part thereof, used and occupied for human habitation or intended to be so used, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith, but does not include any manufactured home, mobile home, or recreational vehicle, if used solely for a seasonal vacation purpose. ~~any building, mobile home, structure or portion thereof, which is designed or intended to be used for human habitation, including living, sleeping, cooking, eating, working or any one combination thereof, whether occupied or vacant, or which in fact is used for such human habitation, whether or not such use is regular or intermittent or authorized or unauthorized. Such definition shall include accessory buildings but shall not include temporary housing as herein defined.~~

Exit means a clear and unobstructed way of departure from the interior of a building or structure to the exterior at street or grade level.

Extermination means the control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or any other recognized and legal pest elimination methods approved by the public officer.

(Ord. of 6-21-21)

Family means an individual; two or more persons related by blood, marriage or law, or a group of not more than any five persons living together in a dwelling unit.

Garbage means the animal and vegetable refuse resulting from the handling, preparation, cooking and consumption of food, including the minimum amount of liquid necessarily incidental thereto.

Garbage receptacle means a durable, rust resistant, non- absorbent, watertight, and rodent proof container with a insect tight lid that is large enough to contain a week's worth of refuse, unless more than one receptacle is used.

(Ord. of 4/16/12; Ord. of 6-21-21)

Habitable space or room means a room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, water closet

compartments, laundries, pantries, foyers, communicating corridors, closets, or storage spaces.

Hearing officer means the public officer or his designated agent.
(Ord. of 6-21-21)

Housing (See "Dwelling").

Impervious to water (as to floors) means a clean, smooth floor, without cracks or holes, made of terrazzo, ceramic, asphalt or rubber tile, smooth concrete, linoleum or other similar material, or made of wood, and, if made of wood, then with tightly fitting joints, covered with varnish, lacquer or other similar water-resistant coating.

Infestation means the presence within or around housing of any insects, rodents or other pests in such numbers as to constitute a threat or deterioration to the housing or a hazard to the health or physical well-being of the occupants.

Manufactured home means a manufactured building designed to be used exclusively as a single-family dwelling, which has been constructed and labeled indicating compliance with the Department of Housing and Urban Development (HUD) administered national Manufactured Housing Construction and Safety Act of 1974, as amended.

(Ord. of 4/16/12)

Multifamily housing means a building or structure occupied or intended for occupancy as the home or residence of more than two families, living independently of each other, and doing their own cooking within their respective housing units.

Non-residential building means any agricultural, commercial, industrial, institutional, public or other building not occupied as a dwelling, including hotels and motels.

(Ord. of 6-21-21)

Occupant means any person over one year of age, living, sleeping, cooking or eating in, or having actual possession of, a dwelling, dwelling unit or rooming unit.

Owner means ~~a the holder of the title in fee simple and every mortgagee of record. and includes a holder of any legal or equitable estate in the premises, whether alone or jointly with others, and whether in possession or not.~~

Parties of interest means all individuals, associations, partnerships, and corporations, ~~and others~~ who have interests of record in a dwelling and any who are in possession ~~or of a dwelling, control thereof as agent of the owner, as executor, executrix, administrator, administratrix, trustee, or guardian of the estate of the owner. Any such~~

~~person thus representing the actual owner shall be bound to comply with the provisions of this article and of rules and regulations adopted pursuant thereto, to the same extent as if he was the owner.~~

Person means and includes any individual, firm, corporation, association or partnership.

Plumbing system means and includes the water supply and distribution pipes, plumbing fixtures, supports and appurtenances; soil, waste, and vent pipes; sanitary drains and building sewers to an approved point of disposal.

Premises means a lot, plot, or parcel of land, including the buildings or structures thereon.

Public areas/space means that space within or about any structure which is open to use or access by the general public.

Public authority means any public authority for housing or any officer who is in charge of any department, or branch of the government of the town, city, county or ~~the s~~State relating to health, fire, building regulations, or other activities concerning dwellings ~~or buildings~~ in the county.

Public officer means the Cumberland County Director of Planning and Inspections, or his or her designee, ~~or any agent~~ or employee whose assigned duties include the enforcement of provisions of this ~~code~~article.

(Ord. of 6-21-21)

Removal means the demolition and removal of the entire structure, leaving the property free and clean of debris, and without holes or pockets which may retain water.

Residential building means any building or structure, or portion thereof, which is used, or designed or intended to be used, for human habitation, including living, sleeping, cooking and eating or any combination thereof.

Rooming house means any dwelling, or that part of any dwelling containing one or more rooming units, in which space is let by the owner or operator to three or more persons who are not members of the family of the owner or operator.

Rooming unit means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

Rubbish means combustible and noncombustible waste materials, except garbage. The term shall include, but not be limited to, combustible material, wood, paper, rags, cartons, boxes, tires, mattresses, tree branches, yard trimmings, metals, glass, crockery,

furniture or appliances stored in the open which are not intended for outdoor use, and including immobilized vehicles or parts thereof.

Story means that portion of a building included between the upper surface of any floor and the upper surface of the floor or roof next above.

Structure means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. The term "structure" shall be construed as if followed by the words "or part thereof."

Substandard means any condition existing in any housing or structure which does not meet the standards of fitness of this code.

Temporary housing means any tent, trailer or other structure which is designed to be transportable, and which is not attached to the ground, to another structure, or to any utility system on the same premises for more than 30 consecutive days.

Tenant means a person, co-partnership, firm or corporation occupying or using a building, premises or any part or parts thereof owned by another.

Unfit for human habitation means any of those certain conditions that exist as set forth under section 4-86.

Ventilation means the adequate supply and removal of air to and from a space through windows, skylights, doors, louvers, grills, ducts or other similar devices.

Words having certain meanings. Whenever the words "dwelling," "dwelling unit," "rooming house," "rooming unit," or "premises" are used in this article, they shall be construed as though they are followed by the words "or any part thereof."

(Ord. of 6-15-98)

Sec. 4-68. - Conflict with other provisions.

In the event any provision, standard or requirement of this article is found to be in conflict with any provision of any other ordinance or code of the county, the provision which establishes the higher standard or more stringent requirement for the promotion and protection of the health and safety of the residents of the county shall prevail.

(Ord. of 6-15-98)

Sec. 4-69. - Duties of public officer.

The public officer is hereby designated to exercise the powers herein prescribed. The public officer shall have such powers as may be necessary to carry out and effectuate the purpose and provisions of this ~~chapter~~article, including, without limiting the generality of the foregoing, the following powers in addition to others herein granted:

- (1) To investigate, inspect, and determine which buildings, dwellings, or dwelling units are substandard and/or unfit for human habitation, and those which pose an imminent threat of bodily harm to occupants of a building, dwelling, or a dwelling unit, or any person upon the premises.
- (2) To take such action alone or together with other appropriate departments and agencies, public and private, as may be necessary to effect rehabilitation or removal of buildings which are substandard and/or unfit.
- (3) To take such action alone or together with other appropriate departments or agencies, public and private, as may be necessary to eliminate vegetation overgrowth, clear unauthorized dump sites, or correct other environmental conditions which are inimical to public well-being and prevents harboring of rodents, insects, other similar pests.
- (4) To serve as a hearing officer, administer oaths and affirmations, examine witnesses and receive evidence.
- (5) To enter upon premises for the purpose of making examinations and inspections, provided such entries shall be made in accordance with this article and state law, and shall be made in such a manner as to cause the least possible inconvenience to the persons in possession.
- (6) To appoint and fix the duties of such officers, agents and employees as necessary to assist in carrying out the purposes of this article and to delegate any of their functions and powers to such officers, agents and employees.
- (7) To determine that buildings and accessory structures are substandard and/or unfit for human habitation if the public officer finds, on the basis of the requirements set forth in this article, that conditions exist in such structures or accessory structures which are dangerous or injurious to the health, safety or well-being of the occupants of such building, the occupants of neighboring buildings, or other residents of the county and environs. Such conditions include, but are not limited to, lack of adequate ventilation, light or sanitary facilities; dilapidation, disrepair, structural defects and uncleanness.

~~(8)~~ Except as may otherwise be provided by statute or local law or ordinance, no public officer, agent or employee of the county charged with enforcement of this article ~~e minimum housing and nonresidential code of the county~~ shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his or her duties under this

article. ~~No person who institutes or assists in the prosecution of a criminal proceeding under this article shall be liable for damages hereunder unless he acted with malice and without reasonable grounds for believing that the person accused was guilty of an unlawful act or omission.~~

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-70. – Board of Adjustment to serve as housing appeals board.

The Cumberland County Board of Adjustment shall serve as the housing appeals board ~~to body to~~ which appeals may be taken from decisions or orders of the public officer as provided in section 4-84. The board shall perform the duties prescribed by this division and shall keep an accurate record of ~~all~~ its proceedings.

(Ord. of 6-15-98; Ord. of 5-17-21)

DIVISION 2. - MINIMUM STANDARDS AND REQUIREMENTS

Sec. 4-71. - Compliance.

(a) Every building, dwelling and dwelling unit used as a human habitation, or held out for use as human habitation, shall comply with all of the minimum standards of fitness for human habitation and all of the requirements of Sec.4-72 through Sec.4-79 of this ~~ordinance~~article. No person shall occupy as owner- occupant or let to another for occupancy or use as a human habitation, any building, dwelling or dwelling unit which does not comply with all of the minimum standards of fitness for human habitation and all of the requirements of Sec.4-72 through 4-79 of this ~~ordinance~~article.

(b) A public officer responsible for administering this article may determine that a dwelling is unfit for human habitation if the officer finds that conditions exist in the dwelling that render it dangerous or injurious to the health, safety, or welfare of the occupants of the dwelling, the occupants of neighboring dwellings, or other residents of the jurisdiction. Defective conditions may include the following, without limiting the generality of the foregoing: defects therein increasing the hazards of fire, accident, or other calamities; lack of adequate ventilation, light, or sanitary facilities; dilapidation; disrepair; structural defects; or uncleanliness, and such additional standards as are set forth in this article.

(c) A public officer responsible for administering this article may determine that an abandoned structure creates a health or safety hazard as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children, frequent use by vagrants as living quarters in the absence of sanitary facilities, or attracts persons intent on criminal activities which constitute a public nuisance.

(a)

~~(b)(d) A public officer may declare a non-residential building or structure to be unsafe if it appears to the public officer to be dilapidated, vacant or abandoned, and it appears to be in such a condition to cause or contribute to blight, disease, vagrancy, fire or safety hazard, to be a danger to children, or to tend to attract persons intent on criminal activities or other activities which would constitute a public nuisance.~~

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-72. - Space and use standards.

The following shall constitute the minimum standards for residential and non-residential buildings and shall be pertinent in determining fitness for human habitation or occupation:

- (1) Every dwelling or dwelling unit shall contain the minimum room size for each habitable room or space as required by the NC Residential Building Code as amended, or the Code in effect at the time of construction, whichever is least restrictive. All rooms and spaces that are intended to be occupied at different times for different purposes within a structure that is not a dwelling non-residential building shall meet the NC Building Code as amended, or the Code in effect at the time of construction, whichever is least restrictive.
- (2) No basement or cellar shall be used as a habitable room or space unless:
 - a. The floors and walls are impervious to leakage of underground and surface runoff water and insulated against dampness and condensation.
 - b. The total window area in each room meets the requirements of section 4-77 or, if only one exit egress door is provided, the requirements of section 4-73(a).
 - c. Ceiling heights shall be equal to those required for habitable rooms.
 - d. There is at least one exit egress door, with a minimum horizontal opening of not less than thirty-six inches 36" and a vertical opening of not less than six foot, eight inches 6'8".
- (3) There shall be installed in every dwelling unit, outside every sleeping area, at least one operable smoke detector with audible alarm. The alarm shall emit not less than 85 decibels at ten feet. The detector shall be located on or near the ceiling and installed in accordance with the manufacturer's instructions and applicable state codes. The owner shall be responsible for maintenance and replacement of the detectors; however, the tenant may not remove or render a smoke detector inoperable.
 - ~~a. The owner shall be responsible for maintenance and replacement of the detectors; however, the tenant may not remove or render a smoke detector inoperable.~~
 - ~~b.~~
- ~~(4)~~ There shall be installed a minimum of one operable carbon monoxide ___ detector one every level of any dwelling unit that is rented to a tenant. The ___ carbon monoxide detector may be either battery operated or wired into ___ the electrical circuit, shall be listed by a nationally recognized testing ___ laboratory, and shall be installed in accordance with either the standards ___ of the NFPA or the minimum protection designated in the manufacturer's ___ instructions. A carbon monoxide detector may be combined with detectors ___ if the combination detector does both of the following: (i) complies with ___ ANSI/UL2034 or ANSI/UL2075 for carbon monoxide alarms and ___ ANSI/UL217 for smoke detectors; and (ii) emits an alarm in a manner that ___ clearly differentiates between the presence of carbon monoxide and the

___ presence of smoke. This section only applies to dwelling units having a ___ fossil-fuel burning heater, appliance, or fireplace and in any dwelling ___ having an attached garage. Any operable carbon monoxide detector ___ installed prior to January 1, 2010 shall be deemed to be in compliance with ___ this section. (Ord. of 4/16/12)

(45) All appliances supplied by the property owner shall be maintained in good repair and operation.

(56) Access shall be provided to all rooms within a dwelling unit without passing through a public space. Rooming houses are exempt from this subsection.

(67) Doors shall be provided at all doorways leading to bedrooms, toilet rooms, and bathrooms, and all rooms adjoining a public space. Toilet and bathroom doors shall have an operable privacy lock.

(78) Manufactured homes placed, erected or located on any parcel or lot, must have been constructed after July 1, 1976 and meet or exceed the standards promulgated by the United States Department of Housing and Urban Development that were in effect at the time of construction in order to qualify for any permits. In addition, all manufactured homes shall be provided with skirting materials that is acceptable for exterior construction. Skirting materials shall be durable and suitable for exterior exposures. Any wood framing used in support of skirting shall be approved pressure treated wood. Manufactured skirting material shall be installed in accordance with the skirting manufacturer's requirements. The skirting requirement shall apply to all manufactured homes sited after the date of the adoption of this subsection. All existing manufactured homes shall be brought into compliance with this skirting requirement on or before July 1, 2013. (Ord. of 4/16/12)

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-73. - Exit standards.

(a) Each dwelling or dwelling unit shall be provided with two exit egress doors, one of which shall have a minimum horizontal opening of not less than thirty-six inches 36" and a vertical opening of not less than six foot, eight inches 6'8", and accessible to the occupants of each housing unit. All exit egress doors shall be operable and lockable. In instances where only one exit egress door can be provided, then each sleeping room must have at least one openable window approved for emergency egress. The window must be operable from the inside without the use of a special key or tool. The bottom of the windowsill shall not exceed forty-four inches 44" above the finished floor. Such window shall provide a minimum clear opening width of twenty inches 20" and a minimum clear opening height of twenty-two inches 22".

The total net clear opening shall not be less than four square feet. Bars, grills, or other obstructions placed over these windows must be releasable or removable from the inside without the use of a special key or tool.

- (b) Platforms and/or steps shall be provided to serve exits and shall be maintained in a safe condition and in accordance with section 4-78(g) and (h) of this article.
 - (c) Safe, continuous and unobstructed exits shall be provided from the interior of the structure to the exterior at street or grade level.
- (Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-74. - Plumbing standards.

- (a) Every dwelling or dwelling unit shall be connected to an approved water supply and sewage disposal system.
- (b) Every dwelling or dwelling unit used or intended for use as human habitation shall have an enclosed bathroom and toilet facilities complete with water closet, tub or shower and lavatory, and shall also have a kitchen sink, all of which shall be connected to approved water and sewer systems.
- (c) There shall be running water installed inside each dwelling or dwelling unit, with unimpeded flow to each outlet.
- (d) There shall be separate toilet facilities for each dwelling or dwelling unit.
- (e) Water-heating systems shall be provided which are properly installed, are maintained in safe and good working condition, are properly connected with the hot water line to each tub, shower, lavatory, kitchen sink, washing machine, and/or any other supplied plumbing fixture and are capable of supplying water at a temperature of not less than 120 degrees Fahrenheit. Such supplied water-heating systems shall be capable of operating independently of the space-heating equipment.
- (f) All fixtures shall be in proper working condition with no leaks.
- (g) No fixtures shall be cracked, broken or badly chipped.
- (h) Hopper bowl toilets are hereby prohibited.
- (i) Access to toilet and bathing facilities shall be through a weather-tight area without going outside the building.

- (j) Every water closet compartment floor surface and bathroom floor surface shall be so constructed and maintained as to be reasonably impervious to water so as to permit such floor to be readily kept in clean and sanitary condition.
- (k) All water supply lines shall be protected from freezing by approved methods.
- (l) All plumbing waste-water lines and vents shall be installed meeting the NC Plumbing Code, as amended, or the Code in effect at the time of construction, whichever is least restrictive, and maintained in proper working order free from leaks, broken lines, and stoppages at all times.
- (m) Water closets shall be properly connected to a cold-water supply line.
(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-75. - Heating standards.

- (a) Every building and dwelling unit shall be weatherproof and capable of being adequately heated. The heating equipment in every dwelling or dwelling unit shall be maintained in proper working order at all times.
 - (1) Every central or electric heating system shall be properly installed and maintained in good and safe working condition and capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments in every dwelling or dwelling units to a temperature of at least 68 degrees Fahrenheit at a point three feet above the floor with an outside temperature of 20 degrees Fahrenheit.
 - (2) Where a central or electric heating system is not provided, each dwelling or dwelling unit shall be provided with sufficient fireplaces, chimney flues, or gas vents whereby heating appliances may be properly connected so as to furnish a minimum temperature of 68 degrees Fahrenheit at a point three feet above the floor with an outside temperature of 20 degrees Fahrenheit.
 - (3) All gas and oil burning equipment installed on the premises shall be of a type approved and installed in accordance with the provisions of the state building code and any other applicable codes.
- (b) Liquid fuel stored on the premises shall be stored in accordance with the provisions of the state building code and any other applicable codes.
- (c) Chimneys shall be tight, safe, and capable of maintaining proper draft of combustion byproducts to outside air.

- (d) No holes shall be permitted in the flue except for necessary vent connections and cleanout doors.
- (e) All existing masonry chimneys that are not properly attached to the structure shall be removed or reattached in accordance with the provisions of the most currently adopted State residential building code and any other applicable codes.
- (f) Thimbles shall be grouted in tightly.
- (g) Thimbles shall be located high enough to provide proper draft for the heating appliance served thereby.
- (h) Fireplace(s) shall be used only for supplemental heat and not for primary heating and shall have no loose mortar or damaged firebrick.
- (i) Hearths shall be of noncombustible material and shall extend at least 12 inches beyond the face and six inches beyond each side of the fireplace opening.
- (j) No combustible materials shall be permitted within seven inches of the top and seven inches on either side of the fireplace opening.
- (k) No combustible material shall be located within six inches of the thimble.
(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-76. - Electrical standards.

- (a) Every dwelling and dwelling unit shall be wired for electrical lights and convenience receptacles. Every habitable room shall contain at least two floor or wall-type electric convenience receptacles installed in accordance with the state building code. At least one fixed in place ceiling or wall type electric light fixture shall be provided in every bedroom, toilet room, bathroom, laundry room, furnace room, public hall, basement or any other area in which artificial light is required for the safety and welfare of the occupants. A switched wall receptacle shall be acceptable in a bedroom, living room or den.
- (b) All receptacles, ceiling fixtures or other fixtures shall be securely attached.
- (c) All switches and fixtures shall be safely operable or sealed off and disconnected.
- (d) No flexible cords shall be used as a substitute for the fixed wiring of a structure, nor run through holes in walls, ceiling or floors; through doorways, windows or similar

openings; attached to building surfaces, or concealed behind building walls, ceilings or floors.

- (e) Fuses, circuit breakers, or branch circuits shall be properly sized and maintained in accordance with the provisions of the most currently adopted National Electrical Code and any other applicable codes.
- (f) Every public hall and stairway in every multifamily dwelling containing five or more dwelling units shall be adequately lighted at all times. Every public hall and stairway in structures devoted solely to residential occupancy, containing not more than four dwelling units, may be supplied with conveniently located light switches controlling an adequate lighting system which may be turned on when needed instead of full-time lighting. Lights at entrances and exits are required.
- (g) All electric wiring, devices, appliances and fixtures shall be installed and maintained in accordance with the provisions of the most currently adopted National Electrical Code and any other applicable codes.

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-77. - Light and ventilation standards.

- (a) Every habitable room shall have an aggregate glazing area of not less than 8 percent of the area of such room. Natural ventilation shall be through windows, skylights, doors, or other approved openings to the outside air. Such openings shall be easily accessible and controllable by the occupants of the room. The openable area to the outdoors shall be not less than 4 percent of the floor area being ventilated.
- (b) Openable windows, skylights, doors, or other approved openings that have been installed to meet the foregoing requirement shall be properly screened and alone or combined meet the minimum 4 percent clear opening requirement for ventilation of the room. This requirement does not apply to emergency egress windows from sleeping rooms as required in section 4-73(a).
- (c) Screens shall not be permanently fixed to the window frame or sash. All exterior doors shall have either a screen door or a storm door, and be equipped with a self-closing device. When approved by the public officer, the screens on windows and doors may be omitted for dwelling or dwelling units containing a permanently installed heating and air conditioning system providing the dwelling or dwelling unit with year-round mechanical ventilation. Screens shall be installed in dwellings or dwelling with window air conditioning units which are not permanently installed.
- (d) Window frames and glass shall be reasonably weather-tight, with no cracked or

broken glass.

(e) Each toilet room and bathroom shall have an operable window unless served by an approved mechanical ventilation system.

(f) Every exterior and interior public passageway, hallway, and stairwell in every dwelling or multifamily building shall be adequately illuminated at all times to permit safe passage.

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-78. - Structural standards.

(a) *Foundations*:

(1) The foundation shall be on firm, reasonably dry ground, and there shall be no water standing or running under the building.

(2) All elements of the foundation, including masonry, steel, or wood piers, masonry walls, and steel structural members, shall be in good repair and free from decay, rot, or structural deterioration. Piers shall be plumb, level, and have proper bearing on footings and structural member they support.

(3) There shall be properly sized and spaced footings placed on adequate bearing soil.

(4) There shall be no wood stiff knees or other improper piers.

(5) No isolated masonry pier shall exceed ten times the least dimension.

(6) Units, when underpinned, shall use an approved material so as to be substantially weatherproof and rodent-proof. A crawl space access, with cover, shall be provided to the under-floor space. Adequate ventilation shall be provided to the foundation area by approved methods.

(b) *Floors*:

(1) Broken, overloaded, decayed or excessively sagging sills, beams, girders and joists shall be prohibited. Floors shall be maintained in good repair and be capable of supporting the intended live and dead loads which normal use may cause to be placed on them.

(2) Flooring shall be reasonably smooth, not rotten or worn through, and without holes or excessive cracks which permit air or rodents to penetrate rooms.

- (3) There shall be no loose flooring or floor covering.
- (4) Floors shall be reasonably level.
- (5) There shall be no dirt floors or wood floors on the ground.
- (6) All bathroom, toilet room, laundry and kitchen floors shall be constructed and maintained so as to be impervious to water by covering with a waterproof, nonabsorbent material.

(c) *Walls, exterior.*

- (1) All exterior surfaces shall be structurally sound, waterproof, weatherproof and rodent-proof with no holes, cracks or rotted boards.
- (2) Window frames and glass shall be reasonably weather-tight, with no cracked or broken glass. All windows shall be provided with suitable hardware to include operable locks and shall be made to open freely.
- (3) Exterior doors shall be substantially weather-tight, waterproof and rodent-proof, and lockable from inside and outside. Doors shall be maintained in proper working condition.
- (4) All load-bearing walls, exterior or interior, shall not be substantially bowed or out-of-plumb and shall be structurally sound.
- (5) Studs shall provide sufficient support for sheathing or exterior finish and shall not be rotten or termite damaged.
- (6) All exterior surfaces shall be protected with paint or other approved protective covering to prevent deterioration and the entrance or penetration of moisture.
- (7) There shall be no chimneys or parts thereof which are defective, deteriorated or in danger of falling, or in such condition or locations as to constitute a fire hazard. See section 4-75 for additional requirements.

(d) *Walls, interior.*

- (1) Interior finish shall be free of holes.
- (2) Walls shall be in sound condition, not seriously out-of-plumb, and structurally sound.

- (3) There shall be no loose plaster, loose boards, or other loose wall materials susceptible to falling.
- (4) There shall be no rotten, termite [-damaged], fire-damaged or broken studs.
- (5) There shall be no cardboard, newspaper, or other similar highly combustible wall finish.

(e) *Ceilings.*

- (1) There shall be no rotten, broken, sagging, or fire-damaged joists or improperly supported ends.
- (2) Joists and supporting members shall provide sufficient support for the ceiling.
- (3) The ceiling shall be substantially rodent proof. There shall be no holes, loose plaster, boards, sheetrock, or other ceiling finish susceptible to falling.
- (4) There shall be no cardboard, newspaper, or other similar highly combustible finishes.

(f) *Roof.*

- (1) Roofs shall be in sound condition and capable of supporting the load intended.
- (2) There shall be no rotten, broken, or fire-damaged rafters or improperly supported ends.
- (3) Rafters shall be adequately braced.
- (4) Attics shall be properly ventilated.
- (5) There shall be no loose or seriously rotted or fire-damaged sheathing or roof covering. Roofing shall be provided to prevent the entrance of moisture and shall be maintained by renewal, repair, waterproofing or other suitable means.
- (6) There shall be a minimum of Class C roof covering.
- (7) There shall be proper flashing at walls and chimney.
- (8) There shall be no roof with more than two roof coverings.

- (9) Gutters and downspouts, if installed, shall be properly maintained to collect, transfer, and discharge the water from the roof and away from the structure.

(g) *Porches.*

- (1) The foundation, floor, ceiling and roof of all porches shall meet and be maintained to the same standards as set forth above, except sills and joists need not be level if providing drainage of floors; floors need not be weather-tight; and the ceiling height shall be not less than seven feet.
- (2) Posts and railings shall not be rotted or termite damaged.
- (3) Every porch, terrace or entrance platform located at more than 30 inches above the adjacent finished grade shall be equipped with guardrails not less than 36 inches high.
- (4) Surfaces shall be protected with paint or other approved covering or material to prevent the entrance or penetration of moisture.

(h) *Stairs and steps.*

- (1) Stairs and steps shall be free of holes, grooves and cracks large enough to present tripping hazards. They shall be properly attached, supported, and capable of supporting the loads that normal use may cause to be placed on them.
- (2) Stairwells and flights of stairs, attached to or within a dwelling unit, that contain four or more risers shall have handrails with minimum and maximum heights of 30 inches and 38 inches, respectively, measured vertically from the nose of the treads.
- (3) Every rail shall be firmly fastened and maintained in good condition.
- (4) No flight of stairs settled more than one inch out of its intended position or pulled away from supporting or adjacent structures shall be allowed.
- (5) No rotting, sagging or deteriorated supports shall be allowed.
- (6) Every stair riser shall be reasonably uniform and shall not exceed eight and one-fourth inches in height and shall be securely fastened in position. Every wood riser in excess of 36 inches in width shall have an additional stringer, each stringer to be spaced not more than 30 inches apart. The minimum depth of treads shall be nine inches excluding the nosing.

(7) Exterior stairs shall be protected with paint or other approved covering or material to prevent the entrance or penetration of moisture.

(i) *Accessory structure.*

(1) Fences and other accessory structures and buildings shall either be maintained in a safe and structurally sound condition or be demolished and removed from the property.

(2) The structural standards, as outlined in this section, shall also apply to all accessory structures and buildings.

(3) No deterioration due to the elements because of lack of preventive maintenance consisting of painting, waterproofing and repair shall be allowed.

~~(4)~~ Any electrical, plumbing, heating or other utilities furnished to an accessory structure shall be installed in accordance with the state building code or other applicable codes and maintained in a safe condition.

~~(4)~~

(5) Every accessory structure shall be properly maintained in a clean and sanitary condition, and free from physical hazards and other matter detrimental to the public health.

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-79. - Property maintenance.

(a) *Vermin.* Premises, buildings, and structures shall, by generally accepted methods of extermination, be maintained free of vermin and rodent harborage and infestation.

(b) *Rubbish and garbage.* Every person who occupies and controls a dwelling unit shall dispose of all rubbish and garbage in a clean and sanitary manner by placing it in proper garbage receptacles. The owner shall be responsible for providing the receptacles for the storage of garbage and rubbish. Removal shall be at such frequent intervals to prevent buildup.

(c) *Drainage.* Every yard shall be properly graded to obtain thorough drainage and to prevent the accumulation of stagnant water in the yard or under the structure.

(d) *Overgrown Vegetation.* Every yard and all exterior property areas shall be kept free of overgrown vegetative plant growth which is detrimental to public health or provide breeding places for flies, insects., rodents, or other similar pests.

(e) *Protective Treatment.* All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the and the perimeter of windows, doors, and skylights shall be maintained weather-resistant and water-tight. All metal surfaces subject to rust or corrosion shall be stabilized and coated to inhibit rest and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. (Ord. of 4/16/12)

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-80. - Rooming house exceptions.

All of the provisions of this article and all of the minimum standards and requirements of this article shall be applicable to rooming houses, and to every person who operates a rooming house, or who occupies or lets to another for occupancy any rooming unit in any rooming house, except as provided in the following subsections:

- (1) At least one water closet, lavatory and bathtub or shower, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each four rooms within a rooming house wherever these facilities are shared. All such facilities shall be located within the resident building served; shall be accessible from a common hall or passageway; and shall not be more than one story removed from any of the persons sharing such facilities. Every lavatory and bathtub or shower shall be supplied with hot and cold water at all times. Such required facilities shall not be located in a cellar or basement. All rooms containing these appurtenances shall have a door equipped with a privacy lock.
- (2) Every room occupied for sleeping by one occupant shall contain at least 70 square feet of floor area and every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor area for each occupant over 12 years of age.
- (3) The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors and ceilings, and for the sanitary maintenance of every other part of the rooming house and premises.
- (4) No occupant of a rooming house shall heat or cook or permit the heating of food

within his rooming unit.
(Ord. of 6-15-98)

Sec. 4-81. - Requirements of occupants.

Every occupant of a dwelling or dwelling unit or apartment shall:

- (1) Keep that part of a dwelling or dwelling unit or apartment which they occupy and control in a clean and sanitary condition.
- (2) Keep all required plumbing and other fixtures in a clean and sanitary condition, and exercise reasonable care in the use and operation thereof.
- (3) Be responsible for the extermination of any insects, rodents or other pests whenever such dwelling unit or apartment is the only one in the residential building infested, and the owner has provided a reasonable insect-proof and adequate rodent-proof building.
- (4) Dispose of all garbage and other refuse in an approved garbage receptacle.
- (5) Permit the public officer free access at reasonable times for the purpose of inspection in accordance with section 4-83 of this article.
- (6) Not place on the premises any material which causes a fire or otherwise endangers the health or safety of any occupants of such building; not place in storage or on the premises any furniture, auto parts, junk rubbish, equipment or material which harbors insects, rodents or other pests.
- (7) Not occupy any dwelling unit unless running water is provided to the required plumbing fixtures.
- (8) Not place within any structure, for use therein, any oil or gas-fired portable or non-vented cook stove or heater.
- (9) Not place on the premises, for use thereon, any heating or cooking unit which constitutes a fire hazard.
- (10) Not cause such damage to the dwelling unit or apartment let to him as to make the same unfit for human habitation.
- (11) Not occupy a dwelling unit after the public officer has duly placarded the structure in accordance with section 4-83 and section 4-86.

(12) — Give the owner, their agent or employee access to any part of such dwelling or dwelling unit and its premises at all reasonable hours for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this article or with any lawful order issued pursuant to the provisions of this article.

(13) Not cause any service, facility, equipment, or utility which is required under this chapter to be removed or shut off from, or discontinued for, any dwelling occupied by them.

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-82. - Liability, responsibility of owner.

(a) An owner remains liable for violation of duties imposed upon them by this article even though:

(1) An obligation is also imposed on the occupant.

(2) The owner has, by agreement, imposed on the occupant the duty of furnishing required equipment or of complying with this article.

(b) Whenever infestation is caused by failure of the owner to maintain a dwelling in a rodent- proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two or more of the dwelling units in a dwelling or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the owner.

(c) The owner may not permit the continued occupancy of a dwelling unit which has been duly placarded by the public officer in accordance with section 4-83 and section 4-86.

(d) The owner shall furnish adequate storage receptacles for garbage and rubbish and shall be responsible for the removal of all garbage and rubbish from the premises at frequent enough intervals to prevent buildup of such garbage and rubbish.

(e) The owner shall be responsible for compliance with this division.

(f) No owner or operator shall cause any service, facility, equipment, or utility which is required under this ordinance to be removed or shut off from or discontinued for any occupied dwelling.

(g) The owner shall ensure that the structure remains closed and secured when not occupied. Should it become necessary to board the windows and/or doors, it must be done with boards fitted to the openings, screwed in place, and painted a color consistent with the surrounding wall area.

(Ord. of 4-16-12; Ord. of 6-21-21)

DIVISION 3. – ENFORCEMENT

Sec. 4-83. - Procedure.

~~(a) Preliminary investigation.~~

~~(1) Whenever a petition is filed with the public officer by a public authority, or by a least five residents of the county, or by an occupant charging that a dwelling or dwelling unit is violative of provisions of this article, or whenever it appears to the public officer that any dwelling, dwelling unit, accessory structure, or building is violative of the provisions of this article, the public officer shall make an investigation and prepare an itemized list of such violations.~~

~~(2) Whenever it appears to the public officer that any nonresidential building or structure is vacant, abandoned, and/or has not been properly maintained so that the safety, health, or welfare of its occupants or members of the general public are in danger of injury or other calamity, the public officer shall make an investigation and prepare an itemized list of such violations.~~

~~(b) Right of entry. For the purpose of making an investigation, the public officer is hereby authorized to enter, examine, and survey at all reasonable hours, all dwellings, dwelling units, rooming units, accessory structures and buildings, or nonresidential buildings, or structures and the premises associated therewith. The owner, the owner's agent, tenant, or other persons legally in possession of the premises, shall give the public officer free access to such premises at all reasonable hours for the purpose of such investigation, examination and survey. When permission to investigate the premises has been denied or when the buildings or structures are vacant or abandoned, the public officer shall obtain a duly issued administrative warrant in accordance with G.S 15-27.2 before conducting an investigation.~~

~~(c) Complaint and notice of hearing. The public officer shall issue and cause to be served upon the owner of, and parties of interest in, such dwelling, nonresidential building or structure, a complaint accompanied by an itemized list of such violations and advise the owner and parties of interest in, such violations are to be corrected to bring the dwelling, accessory structure or building, or nonresidential building, or structure into conformance with the minimum housing and nonresidential building code. The complaint shall include a notice that a hearing will be held before the hearing officer at a place and time therein fixed, not less than 10 nor more than 30 days after the serving of the complaint, so that the owner and parties of interest in, may give any reason why they believe that the dwelling, accessory structure or building, or nonresidential building, or structure is not in violation as charged. The~~

~~owner or any party in interest shall have the right to file an answer to the complaint and to appear in person or otherwise and give testimony at the place and time fixed in the complaint. The rule of evidence prevailing in courts of law and equity shall not be controlling in these hearings.~~

~~(d) Issuance of order.~~

~~(1) If, after such notice and hearing as designated in subsection (c) above, the hearing officer determines that the dwelling, accessory structure or building, or nonresidential building, or structure under consideration is violative of standards or requirements herein set forth, he shall state in writing his findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof an order.~~

~~(2) The order shall state that the owner must complete the corrective action in either subsection a, b, c, or d below.~~

~~a. Repair, alter and/or improve each dwelling, accessory structure or building, or nonresidential building, or structure so as to render it safe and fit for human habitation, occupation, or use, in accordance with the standards set forth in this article. The owner shall correct all violations as itemized in the public officer's report. Should any other unsafe or hazardous condition become apparent during the course of such work, that condition shall also be remedied to bring the dwelling, accessory structure or building, or nonresidential building, or structure into compliance with the standards as set forth in this article. Such order may also require the owner to immediately vacate, or cause to be vacated and closed, the dwelling and keep it vacant until all work is completed.~~

~~b. Remove or demolish the building and structures. This shall include removing all debris from the lot.~~

~~c. Immediately vacate, or cause to be vacated, and secure from entry, the building or structure. The owner shall keep it in such condition until the building or structure is suitable for human habitation or occupation for a period not to exceed one calendar year from the time of the order. After the one year period has expired, the public officer shall require the owner to comply with an order as outlined in (d)(2)(a) or (b) above.~~

~~d. Comply with any requirement imposed upon an owner/occupant of a dwelling, accessory structure or building, or nonresidential building, or structure by this article.~~

~~(3) The order shall specify a period of time, not to exceed 90 days from the date of the order, to complete all work as outlined in subsection (d)(2)(a) and (b) above.~~

~~(e) Additional actions of the public officer.~~

~~(1) At the same time as the hearing notice shall be sent to the owner, the public officer, pursuant to G.S. 1-116, may file a lis pendens upon the premises with the clerk of superior court.~~

~~(2) In all cases where the dwelling, dwelling unit, accessory structure or building is found to be unsafe, the public officer may cause to be placed upon the dwelling, dwelling unit, accessory structure or building on the main entrance thereof, a placard displaying the following words: "This building is unfit for human habitation; the use or occupation of this building is prohibited and unlawful." In all cases where a nonresidential building or structure is found to be unsafe, a placard displaying the following words: "This building is unfit for any use; the use or occupation of this building for any purpose is prohibited and unlawful". The placard shall remain fixed to the dwelling, accessory structure or building, or nonresidential building, or structure until it shall be removed by the public officer when, upon reinspection, he finds that the condition of the dwelling accessory structure or building, or nonresidential building, or structure complies with the minimum housing code of the county. Pending that finding, the removal, moving, defacing, mutilating, or covering of a placard by any person is prohibited and shall constitute a misdemeanor.~~

~~(3) If a vacancy has occurred or the tenants are in the process of vacating, the public officer may follow the procedures as outlined in subsection (e)(2) above.~~

The board of commissioners shall adopt and enforce ordinances relating to dwellings and abandoned structures within the county's planning and development regulation jurisdiction that are unfit for human habitation or create a health or safety hazard. These ordinances shall be adopted in accordance with the following provisions:

(1) Designation of enforcement officer. – One or more public officers shall be designated to exercise the powers prescribed by the ordinance.

(2) Investigation, complaint, hearing. – Whenever a petition is filed with the public officer by a public authority or by at least five residents of the jurisdiction charging that any dwelling is unfit for human habitation or any abandoned structure creates a health or safety hazard, or when it appears to the public officer that any dwelling is unfit for human habitation or any abandoned structure creates a health or safety hazard, the public officer shall, if a preliminary investigation discloses a basis for such charges, issue

and cause to be served upon the owner of and parties in interest in such dwellings and abandoned structures a complaint stating the charges in that respect and containing a notice that an administrative hearing will be held before the public officer, or the officer's designated agent, at a place within the county in which the property is located. The hearing shall be not less than 10 days nor more than 30 days after the serving of the complaint. The owner and parties in interest shall be given the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint. The rules of evidence prevailing in courts of law shall not be controlling in administrative hearings before the public officer.

(3) Orders. – If, after notice and an administrative hearing, the public officer determines that the dwelling or abandoned structure under consideration is unfit for human habitation or creates a health or safety hazard, the officer shall state in writing findings of fact in support of that determination in the form of a notice of violation and shall issue and cause to be served upon the owner one of the following orders, as appropriate:

a. If the public officer determines that the repair, alteration, or improvement of the dwelling to render it fit for habitation or the elimination of the health or safety hazard created by the abandoned structure can be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling or abandoned structure, the order shall require the owner, within the time specified, to repair, alter, or improve the dwelling in order to render it fit for human habitation or eliminate the health or safety hazard created by the abandoned structure. The order may require that the property be vacated and closed only if continued occupancy during the time allowed for repair will present a significant threat of bodily harm, taking into account the nature of the necessary repairs, alterations, or improvements; the current state of the property; and any additional risks due to the presence and capacity of minors under the age of 18 or occupants with physical or mental disabilities. The order shall state that the failure to make timely repairs or eliminate the health and safety hazard as directed in the order shall make the dwelling or abandoned structure subject to the issuance of an unfit order under subdivision (4) of this section.

b. If the public officer determines that the repair, alteration, or improvement of the dwelling to render it fit for habitation or the elimination of the health or safety hazard created by the abandoned

structure cannot be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling or abandoned structure, the order shall require the owner, within the time specified in the order, to remove or demolish the dwelling or abandoned structure. However, if the dwelling is located in a historic district and the Historic District Commission determines, after an administrative hearing as provided by ordinance, that the dwelling is of particular significance or value toward maintaining the character of the district, and the dwelling has not been condemned as unsafe, the order may require that the dwelling be vacated and closed consistent with G.S. 160D-949.

(4) Repair, closing, and posting. – If the owner fails to comply with an order to repair, alter, or improve or to vacate and close the dwelling or abandoned structure, the public officer may cause the dwelling or abandoned structure to be repaired, altered, or improved or to be vacated and closed, and the public officer may cause to be posted on the main entrance of any dwelling or abandoned structure so closed a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall constitute a Class 1 misdemeanor. The duties of the public officer set forth in this subdivision shall not be exercised until the board of commissioners shall have by ordinance ordered the public officer to proceed to effectuate the purpose of this article with respect to the particular property or properties that the public officer shall have found to be unfit for human habitation or create a health or safety hazard and which property or properties shall be described in the ordinance. This ordinance shall be recorded in the Office of the Cumberland County Register of Deeds and shall be indexed in the name of the property owner in the grantor index.

(5) Demolition. – If the owner fails to comply with an order to remove or demolish the dwelling or abandoned structure, the public officer may cause such dwelling or abandoned structure to be removed or demolished. The duties of the public officer set forth in this subdivision shall not be exercised until the board of commissioners shall have by ordinance ordered the public officer to proceed to effectuate the purpose of this article with respect to the particular property or properties that the public officer shall have found to be unfit for human habitation or create a health or safety hazard and which property or properties shall be described in the ordinance. No such ordinance shall be adopted to require demolition of a dwelling or abandoned structure until the owner has first been given a

reasonable opportunity to bring the dwelling into conformity with the housing code or to eliminate the health and safety hazards created by the abandoned structure. This ordinance shall be recorded in the Office of the Cumberland County Register of Deeds and shall be indexed in the name of the property owner in the grantor index.

(6) Abandonment of Intent to Repair. – If the dwelling has been vacated and closed for a period of one year pursuant to an ordinance adopted pursuant to subdivision (4) of this section, or after a public officer issues an order or proceedings have commenced under the substandard housing regulations regarding a dwelling to be repaired or vacated and closed as provided in this subdivision, then the board of commissioners may find that the owner has abandoned the intent and purpose to repair, alter, or improve the dwelling in order to render it fit for human habitation and that the continuation of the dwelling in its vacated and closed status would be inimical to the health, safety, and welfare of the local government in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling that might otherwise have been made available to ease the persistent shortage of decent and affordable housing in the community, then in such circumstances, the board of commissioners may after the expiration of such one-year period, enact an ordinance and serve such ordinance on the owner, setting forth the following:

a. If the public officer determines that the repair of the dwelling to render it fit for human habitation can be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling, the ordinance shall require that the owner either repair or demolish and remove the dwelling within 90 days.

b. If the public officer determines that the repair of the dwelling to render it fit for human habitation cannot be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling, the ordinance shall require the owner to demolish and remove the dwelling within 90 days. This ordinance shall be recorded in the Office of the Cumberland County Register of Deeds and shall be indexed in the name of the property owner in the grantor index. If the owner fails to comply with this ordinance, the public officer shall effectuate the purpose of the ordinance.

(7) Liens. –

a. The amount of the cost of repairs, alterations, or improvements, or vacating and closing, or removal or demolition by the public officer shall be a lien against the real property upon which the cost was incurred, which lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of the General Statutes.

b. If the real property upon which the cost was incurred is located in an incorporated city, then the amount of the cost is also a lien on any other real property of the owner located within the city limits or within one mile thereof except for the owner's primary residence. The additional lien provided in this sub-subdivision is inferior to all prior liens and shall be collected as a money judgment.

c. If the dwelling or abandoned structure is removed or demolished by the public officer, the county shall sell the materials of the dwelling or structure, and any personal property, fixtures, or appurtenances found in or attached to the dwelling or structure, and shall credit the proceeds of the sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the superior court by the public officer, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court. Nothing in this section shall be construed to impair or limit in any way the power of the county to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

(8) Civil action. – If any occupant fails to comply with an order to vacate a dwelling, the public officer may file a civil action in the name of the county to remove such occupant. The action to vacate the dwelling shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as defendant any person occupying such dwelling. The clerk of superior court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date, and place not to exceed 10 days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. 42-29. If the summons appears to have been duly served and if at the hearing the public officer produces a certified copy of an ordinance adopted by the board of commissioners pursuant to subdivision (5) of this section authorizing the

officer to proceed to vacate the occupied dwelling, the magistrate shall enter judgment ordering that the premises be vacated and that all persons be removed. The judgment ordering that the dwelling be vacated shall be enforced in the same manner as the judgment for summary ejection entered under G.S. 42-30. An appeal from any judgment entered hereunder by the magistrate may be taken as provided in G.S. 7A-228, and the execution of such judgment may be stayed as provided in G.S. 7A-227. An action to remove an occupant of a dwelling who is a tenant of the owner may not be in the nature of a summary ejection proceeding pursuant to this paragraph unless such occupant was served with notice at least 30 days before the filing of the summary ejection proceeding that the board of commissioners has ordered the public officer to proceed to exercise his duties under subdivisions (4) and (5) of this section to vacate and close or remove and demolish the dwelling.

(9) Additional notices to affordable housing organizations. – Whenever a determination is made pursuant to subdivision (3) of this section that a dwelling must be vacated and closed, or removed or demolished, under the provisions of this section, notice of the order shall be given by first-class mail to any organization involved in providing or restoring dwellings for affordable housing that has filed a written request for such notices. A minimum period of 45 days from the mailing of such notice shall be given before removal or demolition by action of the public officer, to allow the opportunity for any organization to negotiate with the owner to make repairs, lease, or purchase the property for the purpose of providing affordable housing. The public officer or clerk shall certify the mailing of the notices, and the certification shall be conclusive in the absence of fraud. Only an organization that has filed a written request for such notices may raise the issue of failure to mail such notices, and the sole remedy shall be an order requiring the public officer to wait 45 days before causing removal or demolition.

(10) Service of complaints and orders. –

a. Complaints or orders issued by a public officer shall be served upon persons either personally or by certified mail. When service is made by certified mail, a copy of the complaint or order shall also be sent by regular mail. Service shall be deemed sufficient if the certified mail is unclaimed or refused but the regular mail is not returned by the post office within 10 daays

after the mailing. A notice of the pending proceedings shall also be posted in a conspicuous place on the premises affected.

b. If the identities of any owners or the whereabouts of persons are unknown and cannot be ascertained by the public officer in the exercise of reasonable diligence, or, if the owners are known but have refused to accept service by certified mail and the regular mail was returned within 10 days, and the public officer makes an affidavit to that effect, then the serving of the complaint or order upon the owners or other persons may be made by publication in a newspaper having general circulation in the jurisdiction at least once no later than the time at which personal service would be required under the provisions of this article. When service is made by publication, a notice of the pending proceedings shall also be posted in a conspicuous place on the premises thereby affected.

~~(f) Method of service:~~

~~(1) Complaints or orders issued by a public officer shall be served upon persons either personally or by certified mail. When service is made by certified mail, a copy of the complaint or order may also be sent by regular mail. If the certified mail is unclaimed or refused, but the regular mail is not returned within ten days from mailing, service will be deemed sufficient. If regular mail is used, the correspondence must be posted on the premises in a conspicuous location.~~

~~(2) If the whereabouts of such persons are unknown and the same cannot be ascertained by the public officer in the exercise of reasonable diligence and the public officer shall make an affidavit to the effect, then serving of such complaint or order upon such person may be made by publishing the same once in a newspaper of general circulation in the county. A copy of such complaint or order shall be posted in a conspicuous place on premises affected by the complaint or order.~~

~~(3) Failure on the part of any owner or party in interest to receive or have served upon him any complaint, notice or order herein provided for shall not affect or invalidate the proceedings with respect to any other owner or party in interest, or any other person, firm or corporation.~~

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-84. - Right of appeal to the Board of Adjustment and Superior Court.

- ~~(a) Any owner or person who is aggrieved with the ruling or decision of the hearing officer in any manner relative to the interpretation or enforcement of any of the provisions of the minimum housing code of the county may appeal from any such decision to the Board of Adjustment.~~
- ~~(b) An appeal from any decision or order of the hearing officer may be taken by any person aggrieved thereby or by an officer, board, or commission of the county. Except from appeals for an extension of time within which to comply with the decision or order of the hearing officer, any appeal from the hearing officer shall be taken within ten days from the rendering of the decision or service of the order, and shall be taken by filing with the public officer, hearing officer or secretary to the housing appeals board a notice of appeal, on forms supplied by the inspection department, which shall specify the grounds upon which the appeal is based. Upon the filing of any notice of appeal, the secretary shall transmit to the board all the papers constituting the record upon which the decision being appealed was made. When an appeal is from a decision of the hearing officer refusing to allow the person aggrieved thereby to do any act, his decision shall remain in force until modified or reversed. When any appeal is from a decision of the hearing officer requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement until the hearing by the board, unless the public officer certifies to the board that such suspension would cause imminent peril to life or property, in which case the requirement shall not be suspended.~~
- ~~(c) An appeal for an extension of time within which to comply with the decision or order of the hearing officer may be taken in the manner set forth in subsection (b) above, at any time not less than 14 days prior to the expiration of time to comply. An extension of time shall be granted only if the appellant has commenced lawfully the corrective work or acts directed by the public officer and completed a minimum of 25 percent of the required work or acts, calculated as a percentage of the total of the required work or acts as the housing appeals board may deem reasonable under the circumstances. The board shall not grant an extension of time for compliance with a decision or order of the hearing officer to correct or abate a condition of habitation which poses an imminent threat of serious bodily injury. The board shall grant an extension of time only for such period it finds is reasonably necessary to complete the corrective work or acts required and may attach such conditions to the extension that it deems necessary to assure orderly progression of such work and acts. The board shall not grant an extension of time for more than six months following the expiration of the time to comply directed by the hearing officer.~~
- ~~(d) The housing appeals board shall fix a reasonable time for the hearing of all appeals,~~

~~shall give due notice to all the parties, and shall render its decision within a reasonable time. Any party may appear in person, or by agent or attorney. The board may reverse or affirm, wholly or partly, or may modify the decision or order as in its opinion ought to be made in the matter, and to that end, it shall have all powers of the public officer, but the concurrent vote of four members of the board shall be necessary to reverse or modify any decision or order of the public officer. The board shall have the power also in passing upon appeals, in any case where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the article, to adapt the application of the article to the necessities of the case to the end that the spirit of the article shall be observed, public safety and welfare secured, and substantial justice done.~~

~~(e) In case any dwelling is erected, constructed, altered, repaired, converted, maintained or used in violation of this article or any valid order or decision of the public officer or board made pursuant to this article, the public officer or board may institute any proceedings or appropriate action to prevent such unlawful erection, construction, reconstruction, or alteration, or to prevent any illegal act, conduct or use in or about the premises of the dwelling.~~

(Ord. of 6-15-98; Ord. of 6-21-21)

(a) An appeal from any decision or order of the public officer is a quasi-judicial matter and may be taken by any person aggrieved thereby or by any officer, board, or commission of the county. Any appeal from the public officer shall be taken within 10 days from the rendering of the decision or service of the order by filing with the public officer and with the Board of Adjustment a notice of appeal that shall specify the grounds upon which the appeal is based. Upon the filing of any notice of appeal, the public officer shall forthwith transmit to the Board of Adjustment all the papers constituting the record upon which the decision appealed from was made. When an appeal is from a decision of the public officer refusing to allow the person aggrieved thereby to do any act, the decision remains in force until modified or reversed. When any appeal is from a decision of the public officer requiring the person aggrieved to do any act, the appeal has the effect of suspending the requirement until the hearing by the Board of Adjustment, unless the public officer certifies to the Board of Adjustment, after the notice of appeal is filed with the officer, that because of facts stated in the certificate, a copy of which shall be furnished to the appellant, a suspension of the requirement would cause imminent peril to life or property. In that case the requirement is not suspended except by a restraining order, which may be granted for due cause shown upon not less than one day's written notice to the public officer, by the Board of Adjustment, or by a court of record upon petition made pursuant to subsection (d) of this section.

(b) The housing appeals board shall fix a reasonable time for hearing appeals.

shall give due notice to the parties, and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make any decision and order that in its opinion ought to be made in the matter, and, to that end, it has all the powers of the public officer, but the concurring vote of four members of the board is necessary to reverse or modify any decision or order of the public officer. The board also has power in passing upon appeals, when unnecessary hardships would result from carrying out the strict letter of the ordinance, to adapt the application of the ordinance to the necessities of the case to the end that the spirit of the ordinance is observed, public safety and welfare secured, and substantial justice done.

(c) Every decision of the Board of Adjustment is subject to review by proceedings in the nature of certiorari instituted within 15 days of the decision of the Board of Adjustment, but not otherwise.

(d) Any person aggrieved by an order issued by the public officer or a decision rendered by the Board of Adjustment may petition the superior court for an injunction restraining the public officer from carrying out the order or decision and the court may, upon such petition, issue a temporary injunction restraining the public officer pending a final disposition of the cause. The petition shall be filed within 30 days after issuance of the order or rendering of the decision. Hearings shall be had by the court on a petition within 20 days and shall be given preference over other matters on the court's calendar. The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. It is not necessary to file bond in any amount before obtaining a temporary injunction under this subsection.

(e) If any dwelling is erected, constructed, altered, repaired, converted, maintained, or used in violation of this article or of any ordinance adopted under authority of this article or any valid order or decision of the public officer or Board of Adjustment made pursuant to any ordinance adopted under authority of this article, the public officer or Board of Adjustment may institute any appropriate action or proceedings to prevent the unlawful erection, construction, reconstruction, alteration, or use; to restrain, correct, or abate the violation; to prevent the occupancy of the dwelling; or to prevent any illegal act, conduct, or use in or about the premises of the dwelling.

Sec. 4-85. - Violations, penalties, and enforcement remedies.

(a) *Violations.* Every dwelling as defined herein and dwelling unit, or nonresidential building, or structure used as a human habitation, held out for use as a human habitation, or is constructed for the purpose of human occupation which does not

comply with all the requirements of ~~division~~ Division 2 of ~~this article e-Code~~ shall be deemed substandard and in violation of this article. Every abandoned structure which creates a health or safety hazard shall be in violation of this article.

- (1) Unless otherwise provided in this ~~chapter~~ article, all requirements relating to housing and the maintenance of abandoned structures shall be the responsibility of the owner.
- (2) No person shall occupy as owner-occupant or let to another or others for occupancy or use or cause or allow to be used as a human habitation, any dwelling or building which exhibits any of the conditions described in section 4-86(b) and has been ordered vacated in accordance with section 4-83~~(d)~~(4). The removal, defacing, moving, mutilating, or covering of the placard by any person is prohibited and shall constitute a separate offense.
- (3) The public officer shall determine that a residential building is unfit for human habitation if he finds that any of the conditions contained in section 4-86(b) exist in such building.
- (4) Each day that any such condition or failure, neglect, refusal, or occupancy continues shall constitute a separate and distinct offense.

(b) *Criminal penalty.*

- (1) ~~A violation of this article shall be a misdemeanor as provided in G.S. 14-4.~~ With the exception of occupation of a posted dwelling or abandoned structure in violation of Section 83(4) of this article, no other violations of this article are crimes.
- (2) The public officer may seek, from an appropriate official of the general court of justice, an arrest warrant or other process initiating criminal charges against any person who violates ~~this article~~ Section 83(4) of this article.

(c) *Civil penalties.*

- (1) Violation of this article may ~~also~~ subject the owner or party of interest to a penalty of \$250.00 per day for each day and every day the violation exists. The penalty shall be payable to Cumberland County and shall be paid at the office of the county planning and inspection department. Failure of the owner or party of interest to pay the penalty within 12 days shall result in the county initiating collection of the debt through a civil action and through the North Carolina Setoff Debt Collection Act.

(d) *Equitable remedies.*

- (1) This article may be enforced by an appropriate equitable remedy issued from a court of competent jurisdiction. In such case, the general court of justice shall have jurisdiction to issue such orders as may be appropriate and it shall not be a defense to the application of the county that there is an adequate remedy at law.
- (2) When a violation of this article occurs, the county may apply to the appropriate division of the general court of justice for a mandatory or prohibitory injunction commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. In addition to an injunction, the court may enter an order of abatement as part of the judgment in the case. An order of abatement may direct that buildings or other structures on the property be closed, demolished or removed; that fixtures, furniture or other movable property be removed from buildings on the property, that grass and weeds be cut, that improvements or repairs be made; or that other action be taken that is necessary to bring the property into compliance with the article. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he may be cited for contempt and the county may execute the order of abatement. The county shall have a lien on the property for the cost of executing an order of abatement. The defendant may secure cancellation of an order of abatement by paying all costs of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the judge before whom the matter is heard and shall be continued on the defendant's full compliance with the terms of the order of abatement within a time fixed by the judge. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith.

(2) *Other remedies.*

- (1) The criminal penalties and equitable remedies provided in this section are cumulative and not exclusive and may be independently pursued against the same person for the activity constituting a violation of this section. Nothing in this section shall be construed to impair or limit in any way the power of the county to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise. The enforcement of any remedy provided herein shall not prevent the enforcement of any other remedy or remedies in other ordinances or laws.

~~(2)~~ This article may be enforced by the public officer submitting to the board of county commissioners an ordinance ordering a substandard or unfit, ~~accessory structure or building, or nonresidential building, dwelling~~ or ~~abandoned~~ structure to be repaired, altered, improved, vacated, closed, removed or demolished, and pending removal or alteration, by placing a placard on such dwelling, ~~accessory structure or building, or nonresidential building,~~ or ~~abandoned~~ structure as provided by ~~G.S. 160D-1119 and~~ section 4-83(e4)~~(2)~~ of this article. The amount of the cost of any repairs, alterations, improvement, vacating, closing, removal, or demolishing caused to be done by the public officer shall be a lien against the real property upon which such cost was incurred ~~in accordance with Section 4-83(7). Such lien shall be filed, have the same priority, and be collected as the lien for special assessment as provided in North Carolina General Statutes, Chapter 160D, Article 10, Section 160D-1126. The ordinance may provide for the imposition of a civil penalty for each day's continuing violation of any provision of the ordinance for compliance. The amount of the penalty shall be determined by the board of county commissioners in each ordinance based upon the facts and circumstances of each case. The amount of the penalty for each day's violation shall not exceed \$250.00.~~

~~(2)~~ (Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-86. - Emergency enforcement procedures.

- (a) *Generally.* The existence of unfit conditions of habitation which pose an imminent threat of bodily harm to occupants of a dwelling, ~~or~~ a dwelling unit, or ~~an abandoned structure, or~~ any person upon the premises or adjacent property or neighborhood are declared unlawful conditions existing upon, or use made of, land and constitute a public nuisance. In order to protect the public welfare, expedited procedures are necessary to immediately remedy these unlawful conditions.
- (b) *Unfit conditions.* Unfit conditions of habitation or occupation which pose an imminent threat of serious bodily harm include, but are not limited to:
- (1) Unsafe drinking water.
 - (2) Lack of a sanitary and legal means to dispose of human sewage.
 - (3) Unsafe electrical installation in violation of the state building code.
 - (4) Hazardous cooking or heating equipment.
 - (5) Unsafe fuel storage tanks and/or supply lines.

(6) Substantial rodent or vermin infestation.

(7) Serious structural deterioration creating a likelihood of collapse.

(c) *Violation.* It shall be a violation of this article for an owner or party of interest to knowingly permit, allow or condone the existence of unfit conditions of habitation or occupation upon the ~~land premises of any dwelling or abandoned structure~~ which pose an imminent threat of serious bodily harm of occupants of ~~a the~~ dwelling, ~~dwelling unit, nonresidential building, or abandoned~~ structure, or any person upon the premises of adjacent property or neighborhood. Failure of the owner to correct the unfit condition of habitation or occupation which poses an imminent threat of serious bodily injury within the time prescribed by the public officer shall be prima facie proof of the initial violation. Each day's existence of the condition, subsequent to the date of correction specified by the public officer, shall be an additional separate and distinct violation.

(d) *Procedure.*

(1) The public officer, upon receipt of a complaint or upon his own initiative, shall investigate the alleged unlawful condition. The public officer shall determine if the condition creates an imminent threat of bodily harm to occupants or persons upon the premises. Such determination constitutes a violation of this article.

(2) Upon such determination, the public officer shall:

- a. Placard the main entrance of any structure. The placard shall provide notice that the structure has been condemned and is deemed unsafe for human occupancy.
- b. Notify the owner or party of interest of the public officer's determination that the dwelling ~~or dwelling unit or abandoned structure~~ is unfit for human habitation and poses an imminent threat of bodily harm to occupants or persons upon the premises, and that such condition is a violation of this article.

(3) The notice shall be in writing and served in accordance with section 4-83 and shall state:

- a. The particular condition found to pose a serious threat of bodily injury and that the condition is both a ~~criminal and civil~~ violation of this article.

- b. The specific correction to be made.
 - c. The date of the initial violation as the date of receipt of the notice.
 - d. The date not later than which the correction is to be made.
 - e. The failure to correct the condition within the time prescribed in the notice is prima facie proof of the initial violation.
 - f. That each day's willful failure to correct the condition subsequent to the date prescribed in the notice for correction is a separate and distinct violation of this article.
- (4) The public officer shall prescribe a reasonable time for the correction of the condition found to pose a serious threat of bodily harm; however, that period shall not be less than 72 hours.
- (5) A copy of section 4-86 shall accompany the notice.

(d) *Enforcement.*

- (1) Violation of this section subjects the owner or party in interest to a civil penalty of \$250.00 per day, subsequent to the date of receipt of the notice of violation, for each day and every day the condition remains uncorrected. The penalty shall be payable to Cumberland County and shall be paid at the county Planning & Inspections Department. Failure of the owner or party in interest to pay the penalty within 12 days after receipt of the notice shall result in the county initiating collection of the debt through the North Carolina Setoff Debt Collection Act.
- (2) The ~~criminal~~civil penalties and equitable remedies provided in section 4-85 are applicable to this section in addition to the civil penalty above. These means of enforcement are cumulative, and not exclusive, and may be independently pursued against the same person for the activity constituting a violation of this section.

(Ord. of 6-15-98; Ord. of 6-21-21)

Sec. 4-87. - Territorial Jurisdiction.

- (a) This article is applicable to any area within the territorial jurisdiction of the County of Cumberland, North Carolina, and within the territorial limits of any municipality within the county for which the governing board of the municipality has adopted a resolution pursuant to former N.C.G.S. § 160A-441, N.C.G.S. § 160D-202, or any other

statutory authority requesting this ordinance or code to be applicable within the municipality's jurisdiction and for which the county's governing board adopts a resolution accepting the municipality's jurisdiction for this purpose.

(b) The Clerk to the Board of Commissioners shall maintain a copy of the requesting and accepting resolutions in the Ordinance Book with this ordinance.

(Ord. of 12-18-23)



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

DATE: 6/5/2024

**SUBJECT: TERMINATION OF WATER SERVICE UTILITY AGREEMENT WITH
JFJ III INVESTMENTS FOR DEER MEADOW SUBDIVISION**

Requested by: CLARENCE GRIER, COUNTY MANAGER

**Presenter(s): JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

BACKGROUND

The Board of Commissioners approved a Water Service Utility Agreement with JFJ III Investments LLC for the Deer Meadows Subdivision on February 15, 2021.

The developer has informed Public Utilities that they no longer plan to develop the subdivision and is requesting to terminate the original project request and reallocate the capacity approved for the Deer Meadows Subdivision to the future Tri-County Subdivision development off Rufus Johnson Road. That request is listed as a separate item on this agenda.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board move the following item to the June 17, 2024, Board of Commissioners Meeting as a Consent Agenda item and to the Consent Agenda for the Gray's Creek Water and Sewer District Governing Board:

Approval of Project Termination Request from JFJ III Investments LLC for Deer Meadows Subdivision

ATTACHMENTS:

Description	Type
Deer Meadows Project Termination Request	Backup Material

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

RICHARD E. ROGERS, JR.

Director



NORTH CAROLINA
Environmental Quality

March 04, 2024

GRAY'S CREEK WATER AND SEWER DISTRICT
ATTN: W. MARSHALL FAIRCLOTH, CHAIRMAN
130 GILLESPIE STREET, ROOM 214
FAYETTEVILLE, NC 28301

Re: **Authorization to Construct Expiration Reminder**
DEER MEADOW S/D
Serial No: 20-00441
Water System Name: SOUTH POINT SD
Water System No: NC5026026

Dear Applicant:

This letter is to inform you that the referenced project was issued an "Authorization to Construct" on March 08, 2021. Please note that the "Authorization to Construct" is valid for 36 months from the issue date. Our records indicate that this project has not received a Final Approval and therefore should not be in service. If the project has not been constructed, and is still scheduled for construction, then an "Authorization to Construct" extension must be requested in accordance with 15A NCAC 18C .0305(a) (see attached form). **If the project has been constructed in accordance with the approved plans and specifications, then an Engineer's Certification AND an Applicant's Certification must be submitted** in accordance with 15A NCAC 18C .0303(a) and .0303(c) respectively to obtain Final Approval. Plan Review forms can be found on our website at <http://www.ncwater.org/> (click on Public Water Supply Section, Plan Review, Plan Review Forms).

Once the certifications are received and determined adequate, the Department will grant Final Approval in accordance with 15A NCAC 18C .0309(a). No construction, alteration, or expansion of a water system shall be placed into service until Final Approval has been issued by the Department in accordance with Rule .0309(a).

Please complete and return the attached form to indicate the status of this project within 30 days of the date of this letter. The form can be returned by mail, fax (919-715-4374), or attachment to an e-mail message to PWSSection.PlanReview@ncdenr.gov.

Sincerely,

A handwritten signature in black ink that reads "Rebecca Sadosky".

Rebecca Sadosky, Ph.D., Chief
Public Water Supply Section
Division of Water Resources, NCDEQ

Enclosure: ATC Extension Request or Project Termination Form

cc: HEIDI COX, Regional Engineer
GEORGE M. ROSE, P.E.



North Carolina Department of Environmental Quality | Division of Water Resources
512 North Salisbury Street | 1634 Mail Service Center | Raleigh, North Carolina 27699-1634
919.707.9100

Authorization to Construct Extension or Project Termination Request

Serial No.: 20-00441 Water System No.: NC5026026

Project Name: Deer Meadow S/D Water System Name: Southpoint SD

Please complete the applicable remaining portion of this form and return to the Public Water Supply Section.

Authorization to Construct Extension Request

We request that the Authorization to Construct (ATC) for the above referenced project be extended. The Applicant hereby certifies that the Water System Management Plan for this project remains current and accurate. The Engineer hereby certifies that the project site conditions and applicable *Rules Governing Public Water Systems* (15A NCAC 18C) have not changed since the project was originally approved and that the project will be constructed in accordance with the previously approved engineering reports, plans and specifications.

Reason(s) for Extension: _____

Applicant Name (Print): _____ Engineer Name (Print): _____

Applicant Signature: _____ Engineer Signature: _____

Date: _____

Date: _____

Project Status: Indicate below:

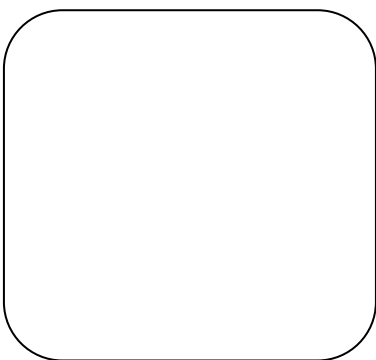
Engineer's Seal:

Construction Start Date: _____

Construction Completion Date: _____

Project In-Service Date: _____

Project On-Hold: Comments: _____



Project Termination Request

This project will not be developed. Please terminate the project.

Applicant Name (Print): Glenn Adams, Chairman

Applicant Signature: _____

Date: _____

Comments: Per the attached letter the owner and developer of the property has decided not to move forward with the development of the subdivision.

Please mail or fax this form to:
Public Water Supply Section
1634 Mail Service Center
Raleigh, North Carolina 27699-1634
Fax No.: 919-715-4374
PWSSection.PlanReview@ncdenr.gov

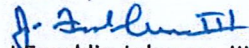
Amy Hall
Public Utilities Specialist
Public Utilities Department

August 16, 2023

Mrs. Hall,

I, J. Franklin Johnson, III, am the managing member of JFJ III Investments, LLC which is the owner and developer of the property for Deer Meadows subdivision (a portion of 4879 Chickenfoot Road). I have decided that I am not moving forward with the development of this subdivision. I would like to relinquish the allocation of water for these lots and use them for a future development off of Rufus Johnson Road. With the relinquished Deer Meadows allocations this would allow the new development off of Rufus Johnson Road to have a total of 15 lots with allocation of water.

Thank you,



J. Franklin Johnson, III
JFJ III Investments, LLC



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

DATE: 6/5/2024

**SUBJECT: WATER SERVICE UTILITY AGREEMENT WITH JFJ III
INVESTMENTS, LLC, FOR TRI-COUNTY SUBDIVISION**

Requested by: CLARENCE GRIER, COUNTY MANAGER

**Presenter(s): JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

BACKGROUND

The Public Utilities Division has received a request from JFJ III Investments LLC to connect a 15-lot subdivision to the existing Southpoint water system located in the Gray's Creek Water and Sewer District. The project will consist of installation of approximately 740 feet of 8-inch water line with 15 individual 1-inch domestic water services, with all costs being paid by JFJ III Investments LLC.

The Utility Service Agreement is needed to set the guidelines between JFJ III Investments LLC and Gray's Creek Water and Sewer District, to ensure proper installation and connection to the system. Upon completion of construction of the water lines and written acceptance of the as-builts and certifications the utility mains shall be the property of Gray's Creek Water and Sewer District and will be operated and maintained as part of the existing Southpoint water system.

The Southpoint water system has sufficient capacity to serve these additional lots and maintain the capacity needed for current customers who are paying the monthly availability fee but are not connected to the system, and to cover any spikes in the daily demand on the system.

The County Attorney has reviewed the attached Utility Service Agreement.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board move the following item to the June 17, 2024, Board of Commissioners Meeting as a Consent Agenda item and to the Consent Agenda for the Gray's Creek Water and Sewer District Governing Board:

Approval of Water Service Utility Agreement with JFJ III Investments, LLC, for Tri-County Subdivision

ATTACHMENTS:

Description	Type
Tri-County Subdivision Utility Agreement	Backup Material

**NORTH CAROLINA
CUMBERLAND COUNTY**

AGREEMENT FOR UTILITY SERVICE(S)

THIS AGREEMENT, made this _____ day of _____, 2024 by and between the Gray's Creek Water and Sewer District (hereinafter called "DISTRICT") and JFJ III INVESTMENTS, LLC (hereinafter called "APPLICANT")

WITNESSETH

WHEREAS, APPLICANT desires public utility services from DISTRICT as selected below. (check all that apply)

- Water and/or Sewer Utility Extension
- Water Service
- Sewer Service

NOW THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereby agree and contract as follows:

DEFINITION OF DISTRICT'S AGENTS. Throughout this Agreement, any reference to "Agent" or "DISTRICT'S Agent" shall mean any worker, employee, official, contractor, consultant or operator of DISTRICT'S water and sewer services or systems whether employed, hired, or contracted by DISTRICT or Cumberland County on behalf of DISTRICT.

Article 1: Water and/or Sewer Utility Extension

As selected above, APPLICANT hereby requests installation of water and/or sanitary sewer utility services as described in Exhibit "I", Project Summary, and is subject to the following terms and conditions:

- A. APPLICANT shall perform all work necessary to accomplish the proposed utility extension including, but not limited to, design, specifications, permitting and construction. Applicant will furnish all material, perform all labor, and pay all costs to construct, by a contractor licensed to perform utilities construction in North Carolina, to DISTRICT'S rules currently in effect and approved by the DISTRICT'S governing board, all applicable local codes and ordinances, the current service provider, and State regulations and laws for those utilities. The work shall be completed in accordance with this Agreement. The DISTRICT or its Agent will review and inspect work performed by APPLICANT to assure that the work meets the purpose for which it is intended and is in compliance with all requirements and conditions contained herein. Such review and approval will not relieve APPLICANT from complying with all said conditions and requirements.
- B. Such construction shall be undertaken and completed as soon as practicable, and not later than one year from date of this agreement, unless delayed or prevented by acts of God, or other things beyond APPLICANT's control. In the event that construction is not completed one year from date of this agreement, then DISTRICT, through the Director of the Cumberland County Public Utilities Department may extend the agreement upon such terms and conditions as the Director deems necessary.
- C. Fees shall be paid by APPLICANT for services provided by DISTRICT, the service provider, or its Agent for the following:
 - (1) review and approval of plans, specifications, and necessary documents, to include final review of the required documents to assure that DISTRICT has legal title to necessary rights-of-way and easements;
 - (2) review and approval of the Bill of Sale provided by APPLICANT, and acceptance of the utility extensions by DISTRICT;

- (3) and daily inspection of the construction in progress, as needed to ensure that construction of the utility extensions are in accordance with this Agreement, the Plans and Specifications, and any other DISTRICT requirements;
 - (4) conduction of pre-flush required pressure tests, any retesting which may be necessary, and sampling of the completed extension after flushing for submittal to the State, or a certified testing laboratory, for bacteriological examination;
 - (5) conduction of required pressure tests, after flushing, and any retesting of sewer system improvement which may be necessary;
 - (6) approval of the sewer video taping schedule, supervision of video taping and revisions/approval of the completed tape and log sheets;
 - (7) final inspection of the completed extension and preparation of the inspection report, which shall set forth any deficiencies that may exist;
 - (8) reinspection of any deficient work;
 - (9) review of the water and/or sewer as-built construction drawings; and
 - (10) reinspection at the end of the one-year warranty period.
- D. Materials and equipment shall be new and shall be as specified in this Agreement, the plans and specifications, the service providers standards, or if not specified, of a quality approved by DISTRICT. All materials and equipment furnished are warranted by APPLICANT as new and in accordance with this Agreement and the approved plans and specifications, and suitable for the intended purpose. In addition, APPLICANT, shall furnish DISTRICT copies of the supplier's warranty and shall adopt the same as the warranty of APPLICANT, and shall also be liable thereon to DISTRICT.
- E. Connection to DISTRICT's water and/or sanitary sewer system of buildings constructed after the date of this agreement on parcels of land that are subject to the Cumberland County's Subdivision Ordinance shall be governed by the requirements of Cumberland County's Subdivision Ordinance.
- F. Upon satisfactory completion of construction of said water and/or sanitary sewer mains and written acceptance of such construction by DISTRICT, said utility mains shall be the property solely of DISTRICT and DISTRICT will maintain same after the one (1) year warranty set forth below has expired. To accurately value the assets being transferred, APPLICANT shall complete and submit a preliminary Statement of Project Cost Form attached as Exhibit "II" to DISTRICT at time of submittal and a final certified form at project completion.
- G. Warranty: APPLICANT shall warrant that the water and/or sanitary sewer utilities to be owned by DISTRICT shall be free from any defects in materials and workmanship. APPLICANT also warrants that it shall be solely responsible for the repair of any damage caused by its agents or employees. Said warranties shall remain in full force and effect for a period of one (1) year from the date of final acceptance of the facilities by DISTRICT. In the event it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, such repair and/or replacement shall be at APPLICANT's sole expense and the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by DISTRICT of those repairs and/or replacements. If DISTRICT must repair and/or replace said utilities during the warranty period due to response time requirements, DISTRICT shall bill APPLICANT for work completed and APPLICANT shall remit payment therefore within thirty (30) days of the date of the invoice.
- H. Water and/or sanitary sewer connections to structures along said utility mains from service laterals installed by APPLICANT will not be made nor will such service be activated until all work to be performed by APPLICANT has been satisfactorily completed and written acceptance of such work is given by DISTRICT. Also, if a water main is extended pursuant to this agreement, it must be tested and sterilized by APPLICANT'S contractor before activation of any water service from said water main.

- I. Water and/or sanitary sewer service will be supplied to structures now or hereafter located along said utility mains in accordance with DISTRICT's rules, regulations, and rate schedules applicable to such structures and currently in effect at the time of application for service. If all normal DISTRICT fees and charges for installation and activation of such services have been paid by applicants for said services, DISTRICT will thereafter use its best efforts to supply water to said structures at good operating pressure, but in no event shall DISTRICT be liable for failure to do so, it being understood that all such original operating fees, charges, rates, etc., are, solely at DISTRICT's discretion, subject to change by DISTRICT.
- I. Any replacements or adjustments in elevations and grades of those water and/or sanitary sewer service laterals, including water meters and boxes and sanitary sewer cleanout stacks, which were originally installed by APPLICANT'S contractor in accordance with approved plans by APPLICANT's engineer, shall be at APPLICANT's expense; and the determination of DISTRICT that such replacements or adjustments are required shall be final and binding on APPLICANT.
- J. During construction of project, APPLICANT will be responsible and pay DISTRICT as invoiced for any and all damages to DISTRICT utilities and materials except when such damages are caused by DISTRICTS forces. APPLICANT shall remit payment therefore within thirty (30) days of the date of the invoice.
- K. APPLICANT'S contractor shall be responsible for complying with any and all statutes, rules, regulations or ordinances, which may be imposed by other governmental agencies (local, state and federal), which have jurisdiction. APPLICANT shall hold harmless DISTRICT against any claims, fines or civil penalties resulting from APPLICANT'S contractor's failure to comply with said regulations.
- L. The Water and Sewer Utility Extension is further illustrated in Exhibit "III", Water and Sewer Utility Extension Map. APPLICANT shall be responsible for costs (engineering, materials, design, etc.) associated with major design changes that deviate from Exhibit "II" and the attached map as identified in Exhibit "III".

Article 2: General Terms and Conditions

AUTHORITY:

DISTRICT shall have general authority over the work to be accomplished under this Agreement, provided nothing contained in this Agreement shall be construed to require DISTRICT to direct the method or manner of performing any work by APPLICANT. Incident to this general authority, DISTRICT may engage engineers and contractors to observe construction, inspect, test, and evaluate any construction performed by APPLICANT's contractors and assist APPLICANT'S contractors with correcting or completing any construction if DISTRICT determines the construction by APPLICANT'S contractors creates a risk of harm to DISTRICT'S water or sewer system for which APPLICANT'S extension is permitted. APPLICANT shall be responsible for the costs incurred by DISTRICT for this purpose.

DISTRICT shall decide all questions pertaining to the interpretation of this Agreement and the approved plans and specifications prepared thereto, the quality or acceptability of materials furnished, and work performed under this Agreement on the part of APPLICANT. The decision of DISTRICT on such matters shall be final.

All work under this Agreement shall be performed to the satisfaction of DISTRICT, and the decision by DISTRICT as to whether the work has been performed in a satisfactory manner shall be final.

DISTRICT may stop work under this Agreement whenever, in its opinion, such stoppage is necessary to ensure proper performance of this Agreement. DISTRICT may also reject all work and materials which, in its opinion, do not conform to this Agreement.

DETERMINATION OF "OR EQUAL"

DISTRICT or its Agent shall be the sole judge of the questions of "or equal" of any supplies, materials or equipment proposed by APPLICANT. APPLICANT shall pay to DISTRICT the costs of test and evaluations needed to determine the acceptability of alternates proposed by APPLICANT.

STOPPAGE OF WORK

If APPLICANT performs any work contrary to this Agreement, laws, ordinances, rules, or regulations; or, prior to obtaining any necessary permits or other required permission, DISTRICT may order the work stopped.

INSPECTIONS AND TESTS

Inspection by DISTRICT or its Agent is required for various aspects of the utility system. Such aspects include, but are not limited to: water and/or sewer main pipe laying operations, installation of sleeves, couplers and adapters on pipe, pipe bedding and backfilling, casings, concrete encasement or other special installations, repairs to water and/or sewer utilities, all water main fittings with concrete blocking, pressure testing water mains, water main purity samples after flushing, main wet taps, any cut-in's on existing water mains, hydrant installations, water service installations, vault installations and appurtenances, hole cuts on sanitary sewer pipe, manhole installations and pipe connections, manhole vacuum testing, manhole core drilling, air testing sewer main and side sewer stubs, flushing/cleaning sewer mains and CCTV inspection, grease/oil-water separators, vehicle wash and dumpster area drains, tee locations and stub markers, sewer depth at right-of-way/easement line, sewer slope, fittings and clean-outs.

Inspection of the work by DISTRICT or its Agent shall be strictly for the benefit of DISTRICT or its Agent and no other person or agency.

DISTRICT staff or its Agent, at all times, will have access to the work area for the purpose of inspecting and testing. APPLICANT shall provide facilities for safe access, inspection, and testing.

If any work is covered without the approval or consent of DISTRICT or its Agent it shall be uncovered for inspection at APPLICANT'S expense, if required by DISTRICT or its Agent.

APPLICANT shall make reasonable tests of the work at APPLICANT'S expense upon DISTRICT'S or its Agent's request and shall maintain a record of such tests.

Before a performance test is to be observed by DISTRICT or its Agent, APPLICANT shall make such preliminary tests as are necessary to assure that the material and/or equipment are in accordance with the approved plans and specifications provided. If, for any reason, the test observed is unsatisfactory, APPLICANT shall pay all costs incurred for the inspection of further testing.

Should APPLICANT elect to work more than eight hours per weekday, all costs of inspection thus entailed may be charged to APPLICANT at the overtime billing rate.

Approval is required from DISTRICT or its Agent to work nights, weekends, and holidays. After-hours inspections may not be possible due to the lack of staff availability. APPLICANT shall submit its proposed schedule to work nights, weekends, or holidays at least five days in advance (not including weekends and holidays) for review. If APPLICANT elects to work on weekends, nights or holidays, and such work schedule is approved by DISTRICT or its Agent, all costs of inspection may be charged to the APPLICANT at the overtime billing rate.

Where this Agreement, approved plans and specifications, or laws, ordinances, rules, or regulations of any governmental authority require that any work be specially tested or inspected, APPLICANT shall give DISTRICT notice that such tests or completed work is ready for inspection. APPLICANT shall notify DISTRICT of the date, time, and location of the inspection. Required certificates of inspection shall be secured by APPLICANT.

Notice of deficiencies shall be given to APPLICANT upon completion of each inspection. APPLICANT shall correct such deficiencies within seven days of the notice and before final inspection is made by DISTRICT.

A representative of APPLICANT'S contractor shall arrange a time to accompany DISTRICT or its Agent on the final inspection and subsequent reinspection, if required. DISTRICT or its Agent will not make the final inspection until the physical work, including final clean-up and all extra work ordered by the Inspector has been completed.

Deficiencies discovered during the final inspection shall be corrected within seven days of notice thereof and, in no instance, shall service be provided until the deficiencies are corrected and the utility extensions pass reinspection.

AVAILABILITY OF PROJECT DOCUMENTS

APPLICANT shall keep at least one copy of the following project documents constantly available at the construction site: (1) approved construction plans and shop drawings, and (2) construction specifications.

MATERIALS AND EQUIPMENT LIST

APPLICANT shall file three copies of a materials and equipment list with DISTRICT prior to commencing construction. This list shall designate the quantity, manufacturer and model number of materials and equipment to be installed under this Agreement.

The materials and equipment list will be checked by DISTRICT or its Agent for conformity with this Agreement and the approved plans and specifications provided. DISTRICT will determine the conformity of the list with reasonable promptness. APPLICANT shall make any required corrections and file two correct copies with DISTRICT within one week after receipt of the required corrections. DISTRICT'S review of the list shall not relive APPLICANT from the responsibility of providing materials and equipment suitable for their intended purpose nor for deviations from this Agreement or the plans and specifications without written approval from DISTRICT.

WATER METERS

It shall be the responsibility of APPLICANT to make application and pay any necessary fees to DISTRICT for the installation of water meters. APPLICANT shall not purchase and install water meters from a private supplier.

Single family meter applications shall not be submitted until after acceptance of the utility extensions.

SEWER TAPS

It shall be the responsibility of APPLICANT to make application and pay any necessary fees to DISTRICT for the connection of sewer taps to the mains. Elder valve installations may be required in addition to sewer taps.

Single family sewer connections shall not be submitted until after acceptance of the utility extensions.

SAFETY:

Safety in, on, or about the construction site is the sole and exclusive responsibility of APPLICANT. APPLICANT'S means and method of work performance, superintendent of APPLICANT'S employees and sequencing of construction are also sole and exclusive responsibilities of APPLICANT.

APPLICANT shall be responsible for the safety of any person, including but not limited to, any worker, DISTRICT'S Agent, Owner and/or Owner's representative, visitor or invitee on the site of the work at all times during the prosecution of the work, regardless of whether the individual is an employee of APPLICANT or APPLICANT'S Contractor or Sub-Contractor. APPLICANT is responsible for compliance with the rules, regulations and interpretations of the North Carolina Department of Labor relating to "North Carolina Occupational Safety and Health Standards (OSHA) for the Construction Industry" (Title 29 CFR Part 1926 and 29 CFR Part 1919 as adopted by 13 NCAC 7C.0101) and revisions as adopted by N.C.G.S. § 95-126 through 155 and additionally with normal industry safety practices or standards.

DISTRICT shall have the right to inspect the work for pay application compliance and compliance with DISTRICT'S standards and specifications but is not required to do so. DISTRICT shall further have the right to monitor the progress of the work, but no such inspection shall relieve APPLICANT of any duty or obligation it might have under the terms of this Agreement. Nothing in this Agreement shall relieve APPLICANT of any duty or obligation to direct the means and methods of the work.

INDEMNIFICATION:

APPLICANT shall indemnify and hold DISTRICT and DISTRICT'S Agents harmless from and against all liabilities, claims, demands, suits, losses, damages, costs, and expenses (including attorney's fees) for bodily injury to or death of any person, or damage to or destruction of any property proximately caused by the negligence of APPLICANT or any person for whom APPLICANT is legally responsible during the performance of services relative to this Agreement.

INDEPENDENT CONTRACTOR:

APPLICANT is an independent contractor and shall undertake performance of the services relative to this Agreement as an independent contractor. APPLICANT shall be wholly responsible for the methods, means, and techniques of performance. DISTRICT shall have no rights to supervise methods and techniques of performance employed by APPLICANT, but DISTRICT shall have the right to observe such performance.

COMPLIANCE WITH LAWS:

In performing services relative to this Agreement, APPLICANT shall comply with all applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. APPLICANT shall be responsible for procuring all permits, certificates, and licenses necessary to allow APPLICANT to undertake activities and construction relative to this Agreement.

FINAL SEQUENCE FOR ACCEPTANCE OF PROJECTS

In order for DISTRICT to accept the utility extension as part of DISTRICT'S assets, APPLICANT must complete the following:

- (1) APPLICANT'S Contractor completes all utility work and makes an appointment for final inspection.
- (2) DISTRICT'S Inspector inspects, re-inspects "punch list" items, and signs off as "complete", provided there are no deficiencies.
- (3) All applicable requirements of this Agreement have been satisfied, including but not limited to, the Operation and Maintenance Manual approved and recordable, outstanding fees paid, easements verified & recordable, Bills of Sale for transfer of facilities to be owned by DISTRICT, Maintenance Bonds, if greater than original Performance Bonds, Certification of Construction Cost, and final as-builts hard copies, CAD and shapefiles received.

NOTICE:

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

APPLICANT: Name: JFJ III Investments, LLC
 Attention: J. Franklin Johnson, III, Managing Member
 Address: 2547 Ravenhill Drive, Suite 100
 City, State, Zip: Fayetteville, NC 28303

DISTRICT: Name: County of Cumberland
 Attention: Gray's Creek Water and Sewer District
 Address: P.O. Box 1829
 City, State, Zip: Fayetteville, NC 28302

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of APPLICANT and DISTRICT.

GOVERNING LAW:

This Agreement shall be governed by the laws of the State of North Carolina.

BREACH:

APPLICANT'S failure to observe or perform any of the terms, warranties, conditions, requirements, or provisions of this Agreement shall constitute a breach of this Agreement by APPLICANT. In the event of a breach of this Agreement by APPLICANT, DISTRICT, due to such breach, shall have the right to terminate this Agreement upon which DISTRICT shall have no further obligation to perform under this Agreement and APPLICANT shall have no right to perform any further work under this Agreement.

In the event of breach of this Agreement by APPLICANT and termination of this Agreement by DISTRICT, APPLICANT hereby shall reimburse DISTRICT for all expenditures made in relation to, and in furtherance of, this Agreement.

NONWAIVER OF BREACH:

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and, for any such breach or non-performance, each party shall be relegated to such remedies as provided by law.

SEVERABILITY:

The invalidity, illegality, or unenforceability of any portion or provision of this Agreement shall in no way affect the validity, legality, and/or enforceability of any other portion or provision of this Agreement. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of law with jurisdiction, then such provision shall be modified to the mutual satisfaction and agreement of the parties to reflect the parties' intent. In the event the parties cannot reach an agreement as to a modification of said provision, any invalid, illegal, or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal, or unenforceable.

ASSIGNMENT:

APPLICANT shall not assign, sublet, subcontract or transfer any rights under or interest in this Agreement without the written consent of DISTRICT.

BENEFITS LIMITED TO PARTIES:

Nothing herein shall be construed to give any right or benefits hereunder to any third parties other than DISTRICT and APPLICANT.

SPECIAL CONDITIONS:

As a specific condition of approving the connection of the project to DISTRICT'S water system serving the South Point Subdivision, APPLICANT must include the following notice on the face of the recorded plat of Rufus Johnson Road Subdivision as approved by the Cumberland County Planning Director and as used for the conveyance of the lots shown on the plat:

NOTICE OF POTENTIAL CONTAMINATION

The public water serving the lots shown on this plat is groundwater obtained from a well or wells that may be or may become contaminated with PFAS, GENX, and other chemicals that the North Carolina Department of Environmental Quality has found present in the groundwater in a large area surrounding the Chemours chemical manufacturing facility located at the common border of Cumberland and Bladen Counties. Gray's Creek Water and Sewer District does not control the treatment of this public water and cannot remediate any contamination.

Cumberland County Planning Director

This notice must be displayed on the plat in a manner that is readily visible upon inspection and signed by the Cumberland County Planning Director. No connection shall be made to the DISTRICT'S water system for any lot shown on this plat unless this notice is shown on the plat and approved by the Planning Director.

IN WITNESS WHEREOF, the parties hereto through their duly authorized officers has executed this instrument as to the date and year first above written.

JFJ III Investments, LLC

BY: J. Franklin Johnson III
J. Franklin Johnson, III, Managing Member

WITNESS:

Kailynn A. Robinson, Notary Public
Name, Title

Gray's Creek Water & Sewer District

BY: _____
Glenn Adams, Chairman

WITNESS:

Andrea Tebbe, Clerk to the Board

Approved for Legal Sufficiency
Gray's Creek Water & Sewer District

Rickey L. Moorefield, County Attorney
Attorney for Gray's Creek Water and Sewer District

EXHIBIT "I"
PROJECT SUMMARY

Project Name: Tri-County Subdivision **Engineer:** Smith Site Consultants, PLLC.

Project Location: Rufus Johnson Rd & Chickenfoot Rd **Developer:** JFJ III Investments, LLC.

Parcel Number: 0339264946, 0339167264, 0339178174

Asset Summary

644.6' of 8" C900 PVC water main, 96.1' of 8" RJDIP water main, 13.5' of 6" RJDIP water main (fire hydrant stub), 714.4' of 2" SDR-21 PVC water main, four (4) 8" gate valves, one (1) 6" gate valve, two (2) 2" ball valves, three (3) 2" blow off assemblies & fifteen (15) 3/4" water meters

Project Highlights

Project description/location goes here.

This project's intended water mains' extension is to serve 15 proposed single family lots within this new Tri-County Subdivision. The new subdivision is proposed to be extended between the previous subdivision that was built just northeast of the intersection of Rufus Johnson Road & Chickenfoot Road

EXHIBIT "II"

STATEMENT OF TOTAL PROJECT COST

Developer/Applicant	<u>JFJ III Investments, LLC. - Franklin Johnson</u>	Contractor	<u>Hoke County Sand</u>
Project Name/Loc	<u>Tri-County Subdivision NE of Intersection of Rufus Johnson Rd & Chickenfoot Rd</u>	Pipe Supplier	<u>Ferguson</u>
Completion Date	<u>Fall 2024</u>	Engineer	<u>Kenneth Smith Jr, PE PLS Smith Site Consultants, PLLC. - NC Firm P-2144</u>

WATER

<u>644.6'</u>	feet of	<u>8" PVC</u>	inch water main	
<u>96.1'</u>	feet of	<u>8" DIP</u>	inch water main	
<u>714.4'</u>	feet of	<u>2" PVC</u>	inch water main	
<u>~370'</u>	-	<u>1" PE</u>	inch domestic water lateral(s)	
			Total water distribution*	<u>\$150,000.00</u>
Mains greater than 12"				
	feet of		inch water main	
	feet of		inch water main	
			Total water transmission *	S _____

SEWER

_____	feet of	_____	inch sewer mains	
_____	feet of	_____	inch sewer mains	
_____	-	_____	inch sewer laterals	
			Total sanitary sewer collection*	S _____
Mains greater than 12"				
	feet of		inch sewer main	
	feet of		inch sewer main	
			Total sanitary sewer outfalls & interceptors*	S _____
	feet of		inch sewer force mains	S _____
	-		lift station (s)	S _____

OFF-Site

_____	feet of	_____	inch water mains*	S _____
_____	feet of	_____	inch sewer mains*	S _____

*Value to include equipment, labor & materials (valves, fittings, fire mains & hydrants, manholes, etc.)

Other Project Costs:	
Engineering	<u>\$20,000.00</u>
<input type="checkbox"/> * Percentage of Project Cost	
Other (list detail)	
Total project cost	\$ <u>\$170,000.00</u>

Comments: _____

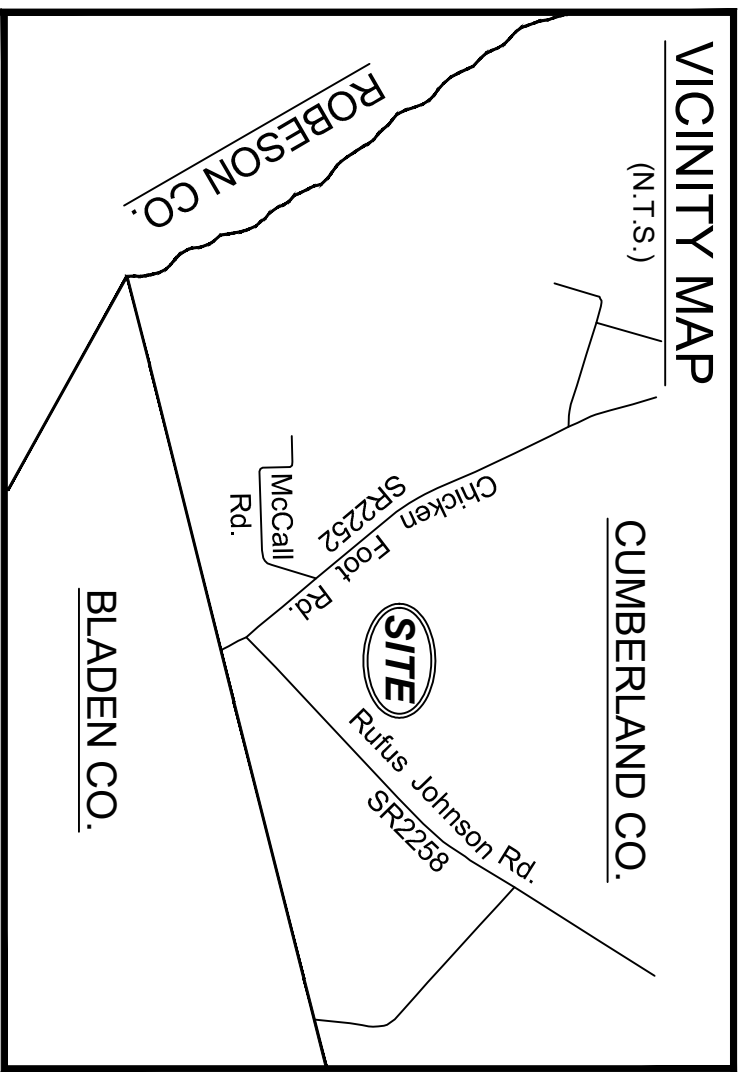
I certify to my actual knowledge that the information provided herein is true and accurate cost for the project named above.

Signature* _____ Date _____

* Signature of Legal Authorized Representative of the "Applicant" as identified in the Agreement with District

Attach all supporting documents such as final contractor's Invoica, material Invoices/receipts, engineer's Invoice(s), if available.

EXHIBIT "III"
WATER AND SEWER UTILITY EXTENSION MAP



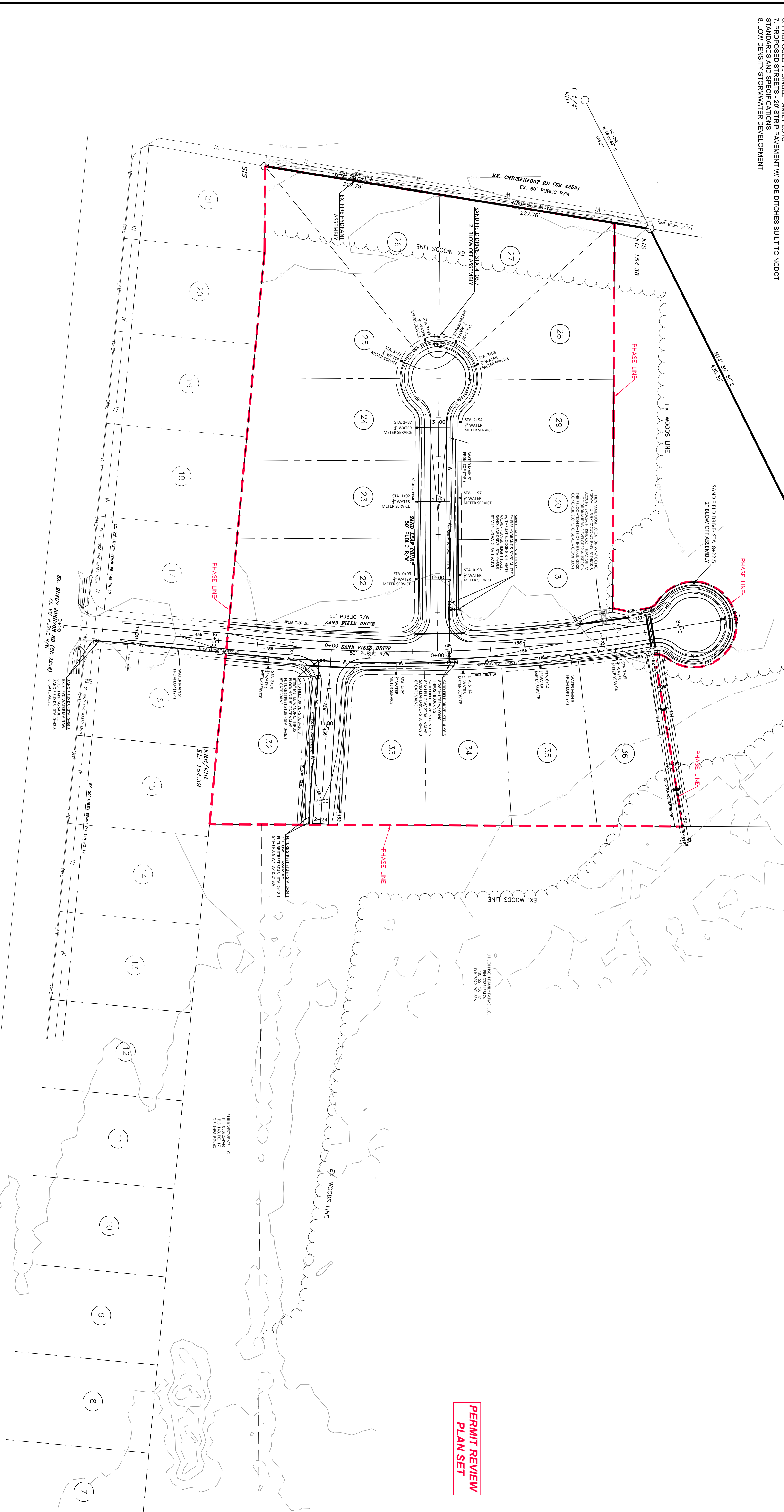
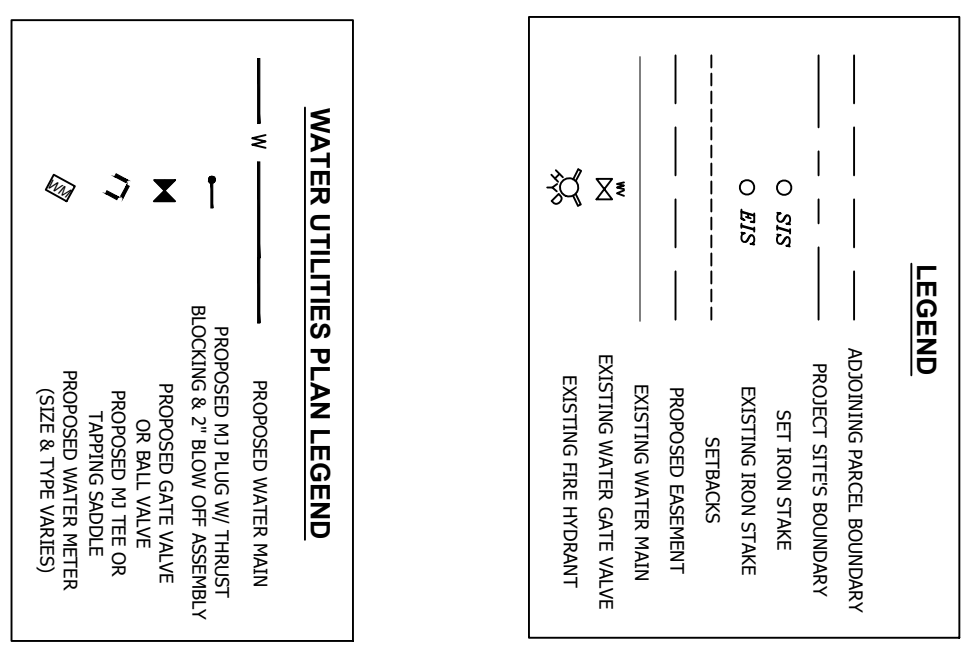
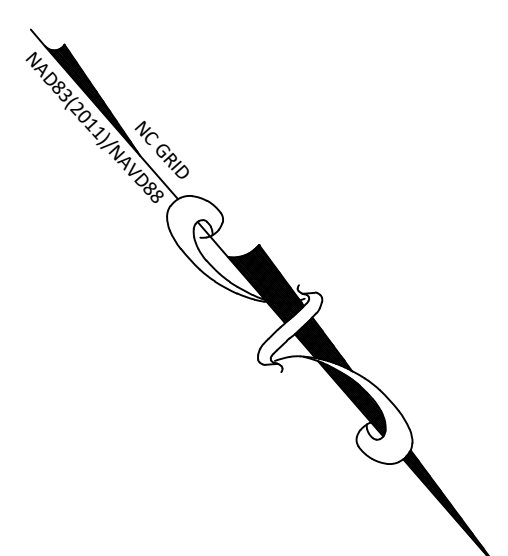
- WATER UTILITIES CONSTRUCTION NOTES:**
1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH F.A.P.C., CUMBERLAND COUNTY AND NCDOT DETAILS, STANDARDS & SPECIFICATIONS.
 2. MINIMUM DEPTH OF ALL WATER MAINS SHALL BE 3.5' OF COVER.
 3. CONTRACTOR RESPONSIBLE FOR ESTABLISHING TRAFFIC CONTROL & CONTROL DEVICES (MUTD).
 4. ALL TRAFFIC CONTROL TO BE SET UP PER MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTD).
 5. CONTRACTOR TO COORDINATE THE WORK WITH THE PROPERTY OWNERS FOR THEIR ACCESS PRIOR TO THE PROJECT'S BEGINNING & UTILITY INSTALLATION.
 6. CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS WITH LIKE-MIND MATERIAL TO A CONDITION AS GOOD AS ORIGINAL CONDITION OR ASPHALT IS TO BE SAW CUT PRIOR TO REMOVAL.
 7. GATE VALVE BEHIND THE METER BOX IS TO BE INSTALLED BY THE BUILDER.
 8. CONTRACTOR TO NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION & VERIFY FOR THE ENGINEER TO FACILITATE PERIODICAL INSPECTION OF INSTALLATION.
 9. CONTRACTOR TO COORDINATE WITH F.A.P.C. STANDARDS & SPECIFICATIONS.
 10. CONTRACTOR TO FACILITATE PERIODICAL INSPECTION OF INSTALLATION & MICROBAC LABORATORIES, WITH THE RESULTS BEING SHARED WITH BOTH THE ENGINEER AND OPERATOR FOR THE SOUTHWEST WATER AND SEWER SYSTEM UTILITIES - OWNER AND OPERATOR FOR THE SOUTHWEST WATER & SEWER DISTRICT (PWSID # NC203-028).

- SITE NOTES:**
1. OWNER: JF III INVESTMENTS, LLC
2547 RAVENHILL ROAD STE# 100
FAVETTEVILLE, NC 28303
 2. P.I.N. 0389-28-4946, 0389-17-8174, 0389-16-7284
 3. SUBS: DB 5893, SR 04, DB 7880, CS 38, 9-60 ACRES
 4. SITES: TOTAL DISTURBED ACREAGE: 3.41 ACRES
 5. ZONED: R20
 6. PROPOSED 15 SINGLE FAMILY LOTS
 7. PROPOSED STREETS - 20' STRIP PAVEMENT W/ SIDE DITCHES BUILT TO NCDOT STANDARDS AND SPECIFICATIONS
 8. LOW DENSITY STORMWATER DEVELOPMENT

F. K. SANDERS
DB. 5944, PG. 557

J. E. HALL, Sr.
DB. 3487, PG. 287

J. E. HALL, Sr.
DB. 6082, PG. 25
107, PG. 61



**PERMIT REVIEW
PLAN SET**

<p>SMITH SITE CONSULTANTS, PLLC. NC FIRM # P-2144 LAND DEVELOPMENT Δ ENGINEERING Δ SURVEYING 121 BULLITTLE DRIVE LINDEN, NC 28356 910-391-5923 SMITHSITECONSULTANTS@GMAIL.COM</p>		<p>JF III INVESTMENTS, LLC. 2547 RAVENHILL ROAD STE# 100 FAVETTEVILLE, NC 28303 910-788-0438</p>		<p>TRI-COUNTY SUBDIVISION A PROPOSED 15 LOT SINGLE FAMILY SUBDIVISION DEVELOPMENT UTILITY PLAN</p>		<p>DEVELOPMENT BY: JF III INVESTMENTS, LLC. ALONG EXISTING RUFFE JOHNSON RD (SR 2258) CUMBERLAND COUNTY</p>	
<p>SCALE: AS NOTED FIELD BOOKS</p>	<p>SHEET: C-04</p>	<p>DATE: 04-29-2024</p>	<p>REVISION:</p>	<p>BY:</p>	<p>DATE:</p>	<p>DRAWN BY: KWS</p>	<p>CHECKED BY: KWS</p>
<p>SMITH SITE CONSULTANTS, PLLC. CONSULTANT SEAL</p>		<p>JF III INVESTMENTS, LLC. DEVELOPER SEAL</p>		<p>REVISIONS:</p>		<p>DATE: 04-29-2024</p>	

**North Carolina Department of Environmental Quality
Division of Water Resources
Public Water Supply Section**

Application for Approval of Engineering Plans and Specifications For Water Supply Systems

Applicant	Design Engineer
Gray's Creek Water & Sewer District	Kenneth W. Smith Jr., PE PLS
_____ (Name of Board, Council or Owner – the Applicant)	_____ (Name of Design Engineer of Record)
Glenn Adams - Chairman	Smith Site Consultants, PLLC. NC Firm ID # P-2144
_____ (Name and Title of Authorized Official or Representative of the Applicant)	_____ (Name of Engineering Firm)
P.O. Box 1829	121 Bulittle Drive
_____ (Mailing Address)	_____ (Mailing Address)
Fayetteville, NC 28302	Linden, NC 28356
_____ (City, State & ZIP)	_____ (City, State & ZIP)
910-678-7682 (OFFICE) -OR- 910-651-3190 (CELL)	910-391-5923
_____ (Phone Number)	_____ (Phone Number)
910-678-7635	N/A
_____ (FAX Number)	_____ (FAX Number)
ahall@cumberlandcountync.gov	smithsiteconsultants@gmail.com
_____ (Email address)	_____ (Email address)
_____ (Signature of Authorized Official or Representative of the Applicant)	

Project Name: Tri-County Subdivision
(Name of Project to appear on Public Water Supply Section records and tracking system)

This project shall consist of the grading, paving and water main installation to support 15 single family residential lots
(description of project)

This project is located just northeast of the intersection of Chickenfoot Road and Rufus Johnson Road (SR2252 & SR2258)
(general location of project)

in Cumberland County.

Date _____
(for DEQ use only)

Serial No. _____
(for DEQ use only)

Application for Approval of Engineering Plans and Specifications for Water Supply Systems

To: Division of Water Resources,
Department of Environmental Quality

The **Applicant** applies under and in full accord with the provision of NCGS 130A-317, and such other statutes and rules as relate to public water systems. The **Authorized Official** or **Representative** of the **Applicant** represents that he is authorized to act for the **Applicant**. The **Authorized Official** or **Representative** of the **Applicant** understands and agrees to the following:

1. The **Applicant** shall not award contracts or begin construction without first receiving "Authorization to Construct" from DEQ.
2. The **Applicant** shall make no change or deviation from the engineering plans and specifications approved by DEQ except as allowed by 15A NCAC 18C .0306 or with the written consent and approval of DEQ.
3. The **Applicant** shall obtain Final Approval in accordance with 15A NCAC 18C .0306 prior to placing the project (or any portion thereof) into service.
4. Digital (PDF) submittals are true image copy of the original sealed/signed documents.

An authorized representative of the **Public Water System** (not always the same as the **Applicant**) is to complete and sign the following WSMP section.

Status of Water System Management Plan (WSMP)

Check one of the following, and if applicable, provide the required information:

- The WSMP for the project, as defined in the attached engineering plans and specifications, has not been submitted.
- Three copies of the WSMP for the project, as defined in the attached engineering plans and specifications, are submitted with this application.
- The WSMP that includes this project, as defined in the attached engineering plans and specifications, was previously submitted.

Provide the following:

Public Water System Name: South Point Sd

Owner Name: Gray's Creek Water & Sewer

Water System No.: NC 50-26-026

Serial Number of Deemed Complete WSMP: 13-00289

By my signature below, I certify that the previously submitted WSMP contains the information required by 15A NCAC 18C .0307(c) for the project defined in the attached engineering plans and specifications.

Glenn Adams

(Type or print name of authorized representative of Public Water System)

Chairman

(Title of authorized representative of Public Water System)

(Signature of authorized representative of Public Water System)

(Date)

Application for Approval of Engineering Plans and Specifications for Water Supply Systems

In accordance with NCGS 130A-328, the Public Water Supply Section charges a fee for plan review. **Any documents submitted for review must be accompanied by a check payable to DEQ-Public Water Supply Section before the review will begin.**

There is a \$25 fee for returned checks.

The charges for review of plans are shown below. Check one of the following.

Distribution System fees

- | | | |
|-------------------------------------|---|--------------|
| <input checked="" type="checkbox"/> | Construction of water lines, less than 5000 linear feet | \$300 |
| <input type="checkbox"/> | Construction of water lines, 5000 linear feet or more | \$400 |
| <input type="checkbox"/> | Other construction or alteration to a distribution system | \$150 |

Ground Water System fees

- | | | |
|--------------------------|--|--------------|
| <input type="checkbox"/> | Construction of a new ground water system or adding a new well | \$400 |
| <input type="checkbox"/> | Alteration to an existing ground water system | \$200 |

Surface water system fees

- | | | |
|--------------------------|---|--------------|
| <input type="checkbox"/> | Construction of a new surface water intake or treatment facility | \$500 |
| <input type="checkbox"/> | Alteration to existing surface water intake or treatment facility | \$300 |

Other fees

- | | | |
|--------------------------|--|--------------|
| <input type="checkbox"/> | Water System Management Plan review | \$150 |
| <input type="checkbox"/> | Miscellaneous changes or maintenance not covered above | \$100 |

Notes:

1. Projects for Tank Reconditioning use separate “Application for Water Tank Reconditioning Plan Approval.” Tank Reconditioning is considered a miscellaneous change with regard to fee requirements.
2. The fee is not refundable if the plans are not approved.
3. Revisions to plans to address the Public Water Supply Section’s or other state agency’s comments do not incur an additional fee.
4. If one set of plans has multiple related items (such as a new well with construction of water lines) only one fee must be submitted for highest price item. The amounts are not cumulative, except for fees for Water System Management Plans.
5. **If the appropriate plan review fee is not received within thirty days after the receipt of plans, specifications, and reports for approval, then all plan documents will be recycled. A new set of documents must then be submitted with the appropriate fee for approval.**

This approval does not address all applicable laws, rules, standards and criteria, and other approvals and licenses that may be required by the local, state or federal government.

The Public Water Supply Section has stamped and sealed the official copies of plans and specifications accompanying this application with the serial number of this application _____. Any erasures, additions or alterations of the proposed improvements except those permitted in 15A NCAC 18C .0306 make this approval null and void.

This approval does not constitute a warranty of the design, construction or future operation of the water system.

Rebecca Sadosky, Ph.D., Chief
Public Water Supply Section
Division of Water Resources, NCDEQ

Application for Approval of Engineering Plans and Specifications for Water Supply Systems

Other Information and Checklist Page

- Attached is a check for the proper plan review fee amount, in accordance with NCGS 130A-328. See note 4 on page 3.
-

This-submittal includes one paper original with two digital (PDF) CDs of the following items, each item in separate folders:

- This completed “*Application for Approval of Engineering Plans and Specifications for Water Supply Systems*”
- The sealed plan drawings, separate file in PDF format for each drawing. Cover sheet must include drawings index;
- The project-specific Engineering Report (ER) describing the scope and purpose of the project and addressing each of the items listed in 15A NCAC 18C .0307(b), including the design basis of the project. [15A NCAC 18C .0307(b) (12)];
- Specifications for this project; **OR**
- The project will use the following system’s previously approved standard specifications for waterline extensions:

Name of System: South Point Sd

Serial Number: 13-00289

The Serial Numbers for previously approved standard specifications can be found at the following website:

<https://deq.nc.gov/about/divisions/water-resources/water-planning/plans-specifications/water-systems-approved-standard-specifications>

One of the following:

- Attached is a letter signed by an authorized representative of the Public Water System agreeing to serve the project and stating that the system has adequate supply;

OR

- The **Applicant** is the Public Water System.
-

If the project has sought funding (for example, DWSRF loan) list the program and (if available) the application or funding number below:

Program Name	Application or Funding Number, if available

- Yes No
- Project will be completed with significant expenditure of state moneys, greater than ten million dollars (\$10,000,000) in accordance with G.S. 113A-9 (7a).
- Project will cause substantial, permanent land-disturbing activity of an area greater than 10 acres of public lands in accordance with G.S. 113A-9 (11).
- Project will be at least partially funded through the American Rescue Plan Act (ARPA).



PLANNING AND INSPECTIONS DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR

DATE: 5/28/2024

SUBJECT: UPDATED FAYETTEVILLE AREA METROPOLITAN PLANNING ORGANIZATION (FAMPO) MEMORANDUM OF UNDERSTANDING AND BOUNDARY MAP

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR

BACKGROUND

As a result of the decennial 2020 US Census, all Metropolitan Planning Organizations (MPOs) are required by the Code of Federal Regulations to update their respective organizational boundary map to account for both recorded and anticipated 20-year regional growth in population. As part of this boundary assessment and expansion, a new Memorandum of Understanding (MOU) must be adopted between all participating agencies that will be affected by the expansion.

FAMPO has completed its assessment of the proposed boundary expansion in conformance with Federal requirements to include all of Cumberland and Hoke Counties, a majority of Harnett County, and portions of Robeson and Moore Counties.

On May 8, 2024, the FAMPO Technical Coordinating Committee (TCC) voted to recommend expansion of FAMPO's Urban Area Boundary as presented and recommended by FAMPO leadership.

On May 9, 2024, FAMPO's Technical Advisory Committee (TAC) voted to accept the TCC recommendation for the boundary expansion and to update the existing MOU to cover the southern half of

Harnett County, add the Town of Erwin, and include a portion of Moore County to the already existing FAMPO boundary. The proposed, updated MOU also includes minor updates to outdated naming conventions and clarifies appointments of technical staff.

RECOMMENDATION / PROPOSED ACTION

Staff recommends that the Board of Commissioners consider approval of the attached FAMPO Memorandum of Understanding and boundary map and that the item be placed on the Consent Agenda for the June 17, 2024 Regular Meeting.

ATTACHMENTS:

Description	Type
May 2024 FAMPO MOU Clean Version	Backup Material
May 2024 FAMPO MOU Strike-Through Version	Backup Material
2024 Updated FAMPO Boundary Map	Backup Material
FAMPO Boundary presentation	Backup Material

Memorandum
of
Understanding



*Fayetteville Area Metropolitan
Planning Organization
(FAMPO)*

May 9, 2024

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MEMORANDUM OF UNDERSTANDING FOR
COOPERATIVE, COMPREHENSIVE, AND CONTINUING
TRANSPORTATION PLANNING

AMONG

THE CITY OF FAYETTEVILLE, THE TOWN OF EASTOVER, THE TOWN OF HOPE MILLS, THE TOWN OF PARKTON, THE CITY OF RAEFORD, THE TOWN OF SPRING LAKE, THE TOWN OF ERWIN, THE FORT BRAGG LIBERTY MILITARY RESERVATION, THE COUNTY OF CUMBERLAND, THE COUNTY OF HARNETT, THE COUNTY OF HOKE, THE COUNTY OF MOORE, THE COUNTY OF ROBESON, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH:

WHEREAS, certain of the parties hereto have previously entered into a Memorandum of Understanding for cooperative, comprehensive, and continuing transportation planning through the Fayetteville Area Metropolitan Planning Organization (FAMPO), which agreement was last amended in December 2014 and amended in May 2021 to add membership for the Fort Liberty Military Reservation; and

WHEREAS, the parties desire to continue that transportation planning through the FAMPO and amend and expand the agreement to include additional parties and clarify their respective roles and responsibilities; and

WHEREAS, each Metropolitan Planning Organization (MPO) is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C. §134, any amendments thereto, and any implementing regulations; and a Comprehensive Transportation Plan in accordance with North Carolina General Statute §136-66.2; and

WHEREAS, the Metropolitan Transportation Plan serves as the basis for future transportation improvements within the Metropolitan Planning Area; and

WHEREAS, the parties intend that this Memorandum of Understanding shall supersede all prior memoranda of understanding among any of them pertaining to the FAMPO.

NOW THEREFORE, in consideration of the mutual benefits afforded to each party, the parties agree as follows:

Section 1. Boundary of the Metropolitan Planning Area

The Fayetteville Urban Metropolitan Planning Area consists of the Fayetteville Urban Area as defined by the United States Department of Commerce, Bureau of the Census, plus that area beyond the existing urbanized area boundary that is expected to become urbanized within a twenty-year planning period. This area is hereinafter referred to as the Metropolitan Planning Area. Per federal regulation, a Metropolitan Planning Organization, in cooperation with the NCDOT and public transit operators, is required to review the Metropolitan Planning Area

(MPA) after each Census to determine if the existing MPA boundary meets the minimum statutory requirements for new and updated urbanized areas and shall adjust the boundary as necessary. This MOU recognizes the FAMPO's adherence to this regulation and has fulfilled its requirements by completing a formal Boundary Assessment which has involved collaboration and engagement with all agencies within the NCDOT 2050 Travel Demand Model Boundary. Upon adoption of this MOU and its establishment of the FAMPO Boundary, there shall be no additional member agencies of the FAMPO Planning Boundary until the next review of the FAMPO Boundary.

Section 2. Planning Responsibility within the Metropolitan Planning Area

Cooperative, continuing and comprehensive transportation planning shall be undertaken in the Metropolitan Planning Area by the FAMPO in accordance with all applicable federal and state statutes. The FAMPO shall coordinate any transportation planning it undertakes which may have a regional impact with the Capital Area Metropolitan Planning Organization, Sandhills Metropolitan Planning Organization, Central Pines Rural Planning Organization, Mid-Carolina Rural Planning Organization and the Lumber River Rural Planning Organization.

Section 3. Establishment of the FAMPO

The FAMPO shall be governed by a Technical Advisory Committee (TAC) a.k.a. board of directors which shall be the policy making board for the MPO and shall be constituted as follows:

The voting members of the board of directors of the FAMPO shall consist of the Chief Elected Official, or a single representative appointed by the Chief Elected Official, from the governing boards of each of the General Purpose Local Governments which are parties to this agreement; an additional representative from the City Council of Fayetteville, appointed by the Chief Elected Official, to represent the Transit Operator for the City of Fayetteville; a representative from the Fort Liberty Military Reservation; a representative from Division Six of the North Carolina Department of Transportation; and a representative from Division Eight of the North Carolina Department of Transportation. In addition, the board of directors of the FAMPO shall include a non-voting representative from the Federal Highway Administration-North Carolina Division, and a non-voting representative from the Federal Transit Administration-Region IV. The members representing the Fort Liberty Military Reservation and the state and federal agencies shall be selected as determined by the agencies they are representing.

Section 4. Conduct of Business by the Technical Advisory Committee (TAC)

The FAMPO board of directors will meet as often as it deems appropriate and advisable. The board of directors will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by- laws. All meetings of the board of directors shall be subject to the Open Meetings Law.

Section 5. Role and Responsibilities of the FAMPO

The FAMPO board of directors will be responsible for carrying out the provisions of 23 U.S.C. §134 (Federal Highway Administration); and 49 U.S.C. §§5303, 5304, 5305, 5306 and 5307(Federal Transit Administration); including the following duties and responsibilities:

5.1. Review and approval of the annual transportation Unified Planning Work Program and

any subsequent amendments;

5.2. Review and approval of the Transportation Improvement Program for multimodal capital and operating expenditures to insure coordination between local and State capital and operating improvement programs and any subsequent amendments;

5.3, Review and approval of the Metropolitan Transportation Plan, and subsequent changes thereto, and the Comprehensive Transportation Plan as required by the N.C.G.S. §136-66.2(d). Revisions in the transportation plans must be jointly approved by the FAMPO board of directors and the North Carolina Department of Transportation;

5.4. Endorsement, review and approval of changes to the Federal Highway Administration Functional Classification System, the Adjusted Urbanized Area Boundary and the Metropolitan Planning Area Boundary;

5.5. Endorsement, review and approval of a Prospectus for Transportation Planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;

5.6. Establishment of goals and objectives for the transportation planning process reflective of and responsive to such comprehensive plans for growth and development in the Metropolitan Planning Area as are adopted by Boards of General Purpose Local Government.

5.7. Approval and distribution of federal funds designated for the Metropolitan Planning Area under the provisions of MAP-21 and any other subsequent transportation funding authorizations.

Section 6. Establishment of the Transportation Coordinating Committee (the TCC)

6.1. The parties acknowledge that transportation planning is a specialized field. In order to give the FAMPO, through its duly constituted Transportation Advisory Committee (the TAC), access to the technical expertise necessary to meet the requirements of federal and state law, a Technical Coordinating Committee (the TCC) shall be established with the responsibility for advising the FAMPO on the technical aspects of the transportation planning process, performing such technical analysis as necessary to support transportation planning and making recommendations to the FAMPO and local and State governmental agencies for any necessary actions relating to the continuing transportation planning process.

6.2. Membership of the TCC shall include technical representation from all local and State governmental agencies directly related to and concerned with the transportation planning process for the Metropolitan Planning Area and shall consist of the following:

Voting members, serving ex-officio:

1. City Manager, City of Raeford
2. County Manager, County of Cumberland
3. County Manager, County of Hoke
4. County Manager or Director Planning and Inspections, County of Moore
5. County Manager, County of Robeson
6. Town Manager, Town of Eastover Town
7. Manager, Town of Hope Mills Town

8. Manager, Town of Spring Lake
9. Town Manager, Town of Erwin
10. Director, Cumberland County Planning and Inspections Department
11. Director, Fayetteville Area System of Transit (FAST)
12. Director, Fayetteville -Cumberland County Parks and Recreation Department
13. Director, City of Fayetteville, Public Services
14. Director, Cumberland County Engineering and Infrastructure Department
15. Director, Fayetteville Regional Airport
16. Director, City of Fayetteville, Development Services
17. City Traffic Engineer, City of Fayetteville
18. Director, Central Pines Rural Planning Organization
19. Director, Mid Carolina Rural Planning Organization
20. Planner, Lumber River Rural Planning Organization
21. Manager, Harnett County Planning Services
22. Supervisor, Cumberland County Schools Planning Department
23. Supervisor, Hoke County Schools Planning Department
24. Supervisor, Harnett County Schools Planning Department
25. Executive Director, Mid-Carolina Council of Governments
26. Executive Director, Sustainable Sandhills
27. Assoc. Vice-Chancellor for Facilities Management at Fayetteville State University
28. Facilities Director, Methodist University
29. Facilities Director, Fayetteville Technical Community College
30. Directorate of Facilities, Fort Liberty Military Reservation
31. Division Engineer, Division Six, Division of Highways, NCDOT
32. Division Engineer, Division Eight, Division of Highways, NCDOT
33. Fayetteville Metropolitan Area Coordinator, Transportation Planning Branch, NCDOT

At Large Voting Members, selected by the agency they represent:

1. President/C.E.O. of the Fayetteville -Cumberland County Chamber of Commerce
2. Director of Cumberland County Transportation Program

Non-voting members, serving ex officio:

1. Regional Planner, IMD NCDOT
2. Transportation Planner, FHWA, NC Division
3. Region IV, Federal Transit Administration Representative
4. Transportation Planning Branch, NCDOT
5. Planning Engineer, NCDOT Division 6
6. Planning Engineer, NCDOT Division 8

Section 7. Conduct of Business by the TCC

The TCC will meet as often as it deems appropriate and advisable. The TCC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by-laws. All meetings of the TCC shall be subject to the Open Meetings Law.

Section 8. Role and Responsibilities of the TCC

The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Transportation Improvement Program, Federal-Aid Urban System and Boundary, revisions to the Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

Section 9. Establishment of the Citizens Advisory Committee (the CAC)

There shall also be a Citizens Advisory Committee (the CAC) established consisting of no less than 11 and not more than 17 interested citizens who reside within the Metropolitan Planning Area. The members of the CAC shall be appointed by the FAMPO board of directors and shall be selected to represent areas of interest and interest groups, including traditionally underrepresented members of the community, to address such interests as bicycle paths, pedestrian greenways, environmental concerns, road safety, traffic congestion, freight, rail and transit and with representatives including advocates for the disabled, seniors and minorities.

Section 10. Conduct of Business by the CAC

The CAC will meet as often as it deems appropriate and advisable to make recommendations to the TAC and the TCC. The CAC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by-laws. All meetings of the CAC shall be subject to the Open Meetings Law.

Section 11. The Executive Director

Administrative coordination for the FAMPO (TAC), the TCC and the CAC will be performed by an Executive Director. The Executive Director shall be selected by a panel consisting of the Development Services Director and the Public Services Director for the City of Fayetteville, the Director of Planning and Inspections for Cumberland County, and the managers or the designees of the managers of the towns of Hope Mills and Spring Lake. The Executive Director shall become an employee of Cumberland County, subject to the provisions of Cumberland County's personnel rules and policies, assigned to the Cumberland County Planning and Inspections Department and report to the county's Director of Planning and Inspections. The Executive Director shall select such other staff as may be budgeted in accordance with the selection and recruitment rules and policies of Cumberland County. All staff selected by the Executive Director shall become employees of Cumberland County assigned to the Cumberland County Planning and Inspections Department and subject to the provisions of the County's personnel rules and policies.

Section 12. Role and Responsibilities of the Executive Director

12.1. The Executive Director shall serve *ex officio* as the Secretary of the FAMPO Board of Directors (the TAC), the TCC and the CAC and shall be responsible to arrange the meetings and agendas and maintain the minutes and records of each. In addition, the Executive Director shall prepare the Prospectus, the Unified Planning Work Program (the UPWP), a Transportation Improvement Program in accordance with federal and state regulations and requirements; develop a Transportation Plan in accordance with federal and state regulations; maintain the Transportation Plan; execute the transportation planning process in accordance with federal and state laws and regulations; prepare invoices and progress reports in accordance with federal, state, and local requirements; structure the public involvement process needed to ensure that the UPWP, Transportation Plan, Transportation Improvement Program, and any transportation conformity determinations meet federal requirements; and consult with the FAMPO TAC, TCC and CAC regarding the best approaches to performing the duties listed above.

12.2. In advance of making any proposal or recommendation to the TAC, the TCC or the CAC, the Executive Director shall provide such recommendation to the chief planning official for every jurisdiction within the Metropolitan Planning Area which may be impacted by such proposal or recommendation in sufficient time for the chief planning official to review and

comment on the proposal or recommendation.

Section 13. Additional Responsibilities of Member Governments

13.1. The representative from each Local Government on the FAMPO board of directors shall be responsible for instructing the clerk of his/ her local government to provide to the Executive Director copies of the minutes of any action taken by his/her local government which involves any MPO plan.

13.2. Each member signatory local government shall coordinate zoning and subdivision approval in their respective jurisdictions in accordance with the FAMPO adopted transportation plan.

13.3. As the host agency, the Cumberland County Planning and Inspections Department will serve as the Lead Planning Agency for transportation planning in the Metropolitan Planning Area. All other member signatory local governments will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus for Transportation Planning.

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14.3. The fair market rental value of the office space provided by the Cumberland County Planning and Inspections Department as the host agency will be counted toward Cumberland County's match as an in-kind contribution. The fair market value of the rent shall be figured as the same annual rate per square foot that Cumberland County receives from the State of North Carolina for any other county-owned office space rented by the State.

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Any party may terminate its participation in the MPO and remove itself from this Agreement by giving sixty days' advance notice in a writing signed by the Chief Elected Official, if a local government, or by the chief executive officer of the agency, if not a local government. This notice shall be delivered to the Chairman of the FAMPO Board of Directors and to the Executive Director.

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

City of Fayetteville

Clerk

By _____

Mayor

Approval Date: _____

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(Seal)

Town of Eastover

Clerk

By _____

Mayor

Approval Date: _____

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(Seal)

Town of Erwin

By

Clerk

Mayor

Approval Date: _____

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(Seal)

Town of Hope Mills

Clerk

By _____

Mayor

Approval Date: _____

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(Seal)

Town of Parkton

Clerk

By _____
Mayor

Approval Date: _____

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(Seal)

City of Raeford

By _____

Clerk

Mayor

Approval Date: _____

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(Seal)

Town of Spring Lake

Clerk

By _____

Mayor

Approval Date: _____

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Fort Liberty Military Reservation

By _____

Director of Public Works on behalf of the Garrison Commander

Approval Date: _____

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

County of Cumberland

Clerk

By _____
Chairman, Board of Commissioners

Approval Date: _____

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(Seal)

County of Harnett

Clerk

By _____
Chairman, Board of Commissioners

Approval Date: _____

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(Seal)

County of Hoke

Clerk

By _____
Chairman, Board of Commissioners

Approval Date: _____

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(Seal)

County of Moore

_____ By _____
Clerk Chairman, Board of Commissioners

Approval Date: _____

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(Seal)

County of Robeson

Clerk

By

Chairman, Board of Commissioners

Approval Date: _____

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North Carolina Department of Transportation

By _____
Secretary of Transportation

Approval Date: _____

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MEMORANDUM OF UNDERSTANDING FOR
COOPERATIVE, COMPREHENSIVE, AND CONTINUING
TRANSPORTATION PLANNING

AMONG

THE CITY OF FAYETTEVILLE, THE TOWN OF EASTOVER, THE TOWN OF HOPE MILLS, THE TOWN OF PARKTON, THE CITY OF RAEFORD, THE TOWN OF SPRING LAKE, THE TOWN OF ERWIN, THE FORT BRAGG LIBERTY MILITARY RESERVATION, THE COUNTY OF CUMBERLAND, THE COUNTY OF HARNETT, THE COUNTY OF HOKE, THE COUNTY OF MOORE, THE COUNTY OF ROBESON, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH:

WHEREAS, certain of the parties hereto have previously entered into a Memorandum of Understanding for cooperative, comprehensive, and continuing transportation planning through the Fayetteville Area Metropolitan Planning Organization (FAMPO), which agreement was last amended in December 2014 and amended in May 2021 to add membership for the Fort Liberty Military Reservation; and

WHEREAS, the parties desire to continue that transportation planning through the FAMPO and amend and expand the agreement to include additional parties and clarify their respective roles and responsibilities; and

WHEREAS, each Metropolitan Planning Organization (MPO) is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C. §134, any amendments thereto, and any implementing regulations; and a Comprehensive Transportation Plan in accordance with North Carolina General Statute §136-66.2; and

WHEREAS, the Metropolitan Transportation Plan serves as the basis for future transportation improvements within the Metropolitan Planning Area; and

WHEREAS, the parties intend that this Memorandum of Understanding shall supersede all prior memoranda of understanding among any of them pertaining to the FAMPO.

NOW THEREFORE, in consideration of the mutual benefits afforded to each party, the parties agree as follows:

Section 1. Boundary of the Metropolitan Planning Area

The Fayetteville Urban Metropolitan Planning Area consists of the Fayetteville Urban Area as defined by the United States Department of Commerce, Bureau of the Census, plus that area beyond the existing urbanized area boundary that is expected to become urbanized within a twenty-year planning period. This area is hereinafter referred to as the Metropolitan Planning Area. Per federal regulation, a Metropolitan Planning Organization, in cooperation with the NCDOT and public transit operators, is required to review the Metropolitan Planning Area

(MPA) after each Census to determine if the existing MPA boundary meets the minimum statutory requirements for new and updated urbanized areas and shall adjust the boundary as necessary. This MOU recognizes the FAMPO's adherence to this regulation and has fulfilled its requirements by completing a formal Boundary Assessment which has involved collaboration and engagement with all agencies within the NCDOT 2050 Travel Demand Model Boundary. Upon adoption of this MOU and its establishment of the FAMPO Boundary, there shall be no additional member agencies of the FAMPO Planning Boundary until the next review of the FAMPO Boundary.

Section 2. Planning Responsibility within the Metropolitan Planning Area

Cooperative, continuing and comprehensive transportation planning shall be undertaken in the Metropolitan Planning Area by the FAMPO in accordance with all applicable federal and state statutes. The FAMPO shall coordinate any transportation planning it undertakes which may have a regional impact with the Capital Area Metropolitan Planning Organization, Sandhills Metropolitan Planning Organization, Central Pines Rural Planning Organization, Mid-Carolina Rural Planning Organization and the Lumber River Rural Planning Organization.

Section 3. Establishment of the FAMPO

The FAMPO shall be governed by a Technical Advisory Committee (TAC) a.k.a. board of directors which shall be the policy making board for the MPO and shall be constituted as follows:

The voting members of the board of directors of the FAMPO shall consist of the Chief Elected Official, or a single representative appointed by the Chief Elected Official, from the governing boards of each of the General Purpose Local Governments which are parties to this agreement; an additional representative from the City Council of Fayetteville, appointed by the Chief Elected Official, to represent the Transit Operator for the City of Fayetteville; a representative from the Fort Bragg Liberty Military Reservation; a representative from Division Six of the North Carolina Department of Transportation; and a representative from Division Eight of the North Carolina Department of Transportation. In addition, the board of directors of the FAMPO shall include a non-voting representative from the Federal Highway Administration-North Carolina Division, and a non-voting representative from the Federal Transit Administration-Region IV. The members representing the Fort Bragg Liberty Military Reservation and the state and federal agencies shall be selected as determined by the agencies they are representing.

Section 4. Conduct of Business by the Technical Advisory Committee (TAC)

The FAMPO board of directors will meet as often as it deems appropriate and advisable. The board of directors will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by- laws. All meetings of the board of directors shall be subject to the Open Meetings Law.

Section 5. Role and Responsibilities of the FAMPO

The FAMPO board of directors will be responsible for carrying out the provisions of 23 U.S.C. §134 (Federal Highway Administration); and 49 U.S.C. §§5303, 5304, 5305, 5306 and 5307(Federal Transit Administration); including the following duties and responsibilities:

5.1.Review and approval of the annual transportation Unified Planning Work Program and

any subsequent amendments;

5.2. Review and approval of the Transportation Improvement Program for multimodal capital and operating expenditures to insure coordination between local and State capital and operating improvement programs and any subsequent amendments;

5.3, Review and approval of the Metropolitan Transportation Plan, and subsequent changes thereto, and the Comprehensive Transportation Plan as required by the N.C.G.S. §136-66.2(d). Revisions in the transportation plans must be jointly approved by the FAMPO board of directors and the North Carolina Department of Transportation;

5.4. Endorsement, review and approval of changes to the Federal Highway Administration Functional Classification System, the Adjusted Urbanized Area Boundary and the Metropolitan Planning Area Boundary;

5.5. Endorsement, review and approval of a Prospectus for Transportation Planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;

5.6. Establishment of goals and objectives for the transportation planning process reflective of and responsive to such comprehensive plans for growth and development in the Metropolitan Planning Area as are adopted by Boards of General Purpose Local Government.

5.7. Approval and distribution of federal funds designated for the Metropolitan Planning Area under the provisions of MAP-21 and any other subsequent transportation funding authorizations.

Section 6. Establishment of the Transportation Coordinating Committee (the TCC)

6.1. The parties acknowledge that transportation planning is a specialized field. In order to give the FAMPO, through its duly constituted Transportation Advisory Committee (the TAC), access to the technical expertise necessary to meet the requirements of federal and state law, a Technical Coordinating Committee (the TCC) shall be established with the responsibility for advising the FAMPO on the technical aspects of the transportation planning process, performing such technical analysis as necessary to support transportation planning and making recommendations to the FAMPO and local and State governmental agencies for any necessary actions relating to the continuing transportation planning process.

6.2. Membership of the TCC shall include technical representation from all local and State governmental agencies directly related to and concerned with the transportation planning process for the Metropolitan Planning Area and shall consist of the following:

Voting members, serving ex-officio:

1. City Manager, City of Raeford
2. County Manager, County of Cumberland
3. County Manager, County of Hoke
4. County Manager or Director Planning and Inspections, County of Moore
5. County Manager, County of Robeson
6. Town Manager, Town of Eastover Town
7. Manager, Town of Hope Mills Town

8. Manager, Town of Spring Lake
9. Town Manager, Town of Erwin
10. Director, Cumberland County Planning and Inspections Department
11. Director, Fayetteville Area System of Transit (FAST)
12. Director, Fayetteville -Cumberland County Parks and Recreation Department
13. Director, City of Fayetteville, Public Services
14. Director, Cumberland County Engineering and Infrastructure Department
15. Director, Fayetteville Regional Airport
16. Director, City of Fayetteville, Development Services
17. City Traffic Engineer, City of Fayetteville
18. Director, Central Pines Rural Planning Organization
19. Director, Mid Carolina Rural Planning Organization
20. Planner, Lumber River Rural Planning Organization
21. Manager, Harnett County Planning Services
22. Supervisor, Cumberland County Schools Planning Department
23. Supervisor, Hoke County Schools Planning Department
24. Supervisor, Harnett County Schools Planning Department
25. Executive Director, Mid-Carolina Council of Governments
26. Executive Director, Sustainable Sandhills
27. Assoc. Vice-Chancellor for Facilities Management at Fayetteville State University
28. Facilities Director, Methodist University
29. Facilities Director, Fayetteville Technical Community College
30. Directorate of Facilities, Fort Liberty Military Reservation
31. Division Engineer, Division Six, Division of Highways, NCDOT
32. Division Engineer, Division Eight, Division of Highways, NCDOT
33. Fayetteville Metropolitan Area Coordinator, Transportation Planning Branch, NCDOT

At Large Voting Members, selected by the agency they represent:

1. President/C.E.O. of the Fayetteville -Cumberland County Chamber of Commerce
2. Director of Cumberland County Transportation Program

Non-voting members, serving ex officio:

1. Regional Planner, IMD NCDOT
2. Transportation Planner, FHWA, NC Division
3. Region IV, Federal Transit Administration Representative
4. Transportation Planning Branch, NCDOT
5. Planning Engineer, NCDOT Division 6
6. Planning Engineer, NCDOT Division 8

Section 7. Conduct of Business by the TCC

The TCC will meet as often as it deems appropriate and advisable. The TCC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by-laws. All meetings of the TCC shall be subject to the Open Meetings Law.

Section 8. Role and Responsibilities of the TCC

The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Transportation Improvement Program, Federal-Aid Urban System and Boundary, revisions to the Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

Section 9. Establishment of the Citizens Advisory Committee (the CAC)

There shall also be a Citizens Advisory Committee (the CAC) established consisting of no less than 11 and not more than 17 interested citizens who reside within the Metropolitan Planning Area, The members of the CAC shall be appointed by the FAMPO board of directors and shall be selected to represent areas of interest and interest groups, including traditionally underrepresented members of the community, to address such interests as bicycle paths, pedestrian greenways, environmental concerns, road safety, traffic congestion, freight, rail and transit and with representatives including advocates for the disabled, seniors and minorities.

Section 10. Conduct of Business by the CAC

The CAC will meet as often as it deems appropriate and advisable to make recommendations to the TAC and the TCC. The CAC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by- laws. All meetings of the CAC shall be subject to the Open Meetings Law.

Section 11. The Executive Director

Administrative coordination for the FAMPO (TAC), the TCC and the CAC will be performed by an Executive Director. The Executive Director shall be selected by a panel consisting of the Development Services Director and the Public Services Director for the City of Fayetteville, the Director of Planning and Inspections for Cumberland County, and the managers or the designees of the managers of the towns of Hope Mills and Spring Lake. The Executive Director shall become an employee of Cumberland County, subject to the provisions of Cumberland County's personnel rules and policies, assigned to the Cumberland County Planning and Inspections Department and report to the county's Director of Planning and Inspections. The Executive Director shall select such other staff as may be budgeted in accordance with the selection and recruitment rules and policies of Cumberland County. All staff selected by the Executive Director shall become employees of Cumberland County assigned to the Cumberland County Planning and Inspections Department and subject to the provisions of the County's personnel rules and policies.

Section 12. Role and Responsibilities of the Executive Director

12.1. The Executive Director shall serve *ex officio* as the Secretary of the FAMPO Board of Directors (the TAC), the TCC and the CAC and shall be responsible to arrange the meetings and agendas and maintain the minutes and records of each. In addition, the Executive Director shall prepare the Prospectus, the Unified Planning Work Program the (UPWP), a Transportation Improvement Program in accordance with federal and state regulations and requirements; develop a Transportation Plan in accordance with federal and state regulations; maintain the Transportation Plan; execute the transportation planning process in accordance with federal and state laws and regulations; prepare invoices and progress reports in accordance with federal, state, and local requirements; structure the public involvement process needed to ensure that the UPWP, Transportation Plan, Transportation Improvement Program, and any transportation conformity determinations meet federal requirements; and consult with the FAMPO TAC, TCC and CAC regarding the best approaches to performing the duties listed above.

12.2. In advance of making any proposal or recommendation to the TAC, the TCC or the CAC, the Executive Director shall provide such recommendation to the chief planning official for every jurisdiction within the Metropolitan Planning Area which may be impacted by such proposal or recommendation in sufficient time for the chief planning official to review and

comment on the proposal or recommendation.

Section 13. Additional Responsibilities of Member Governments

13.1. The representative from each Local Government on the FAMPO board of directors shall be responsible for instructing the clerk of his/ her local government to provide to the Executive Director copies of the minutes of any action taken by his/her local government which involves any MPO plan.

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(Seal)

City of Fayetteville

Clerk

By _____

Mayor

Approval Date: _____

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(Seal)

Town of Eastover

Clerk

By _____

Mayor

Approval Date: _____

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(Seal)

Town of Erwin

By

Clerk

Mayor

Approval Date: _____

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(Seal)

Town of Hope Mills

Clerk

By _____

Mayor

Approval Date: _____

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

Town of Parkton

Clerk

By _____
Mayor

Approval Date: _____

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

City of Raeford

By _____

Clerk

Mayor

Approval Date: _____

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

Town of Spring Lake

Clerk

By _____

Mayor

Approval Date: _____

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

Fort Liberty Military Reservation

By _____

Director of Public Works on behalf of the Garrison Commander

Approval Date: _____

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

County of Cumberland

Clerk

By _____
Chairman, Board of Commissioners

Approval Date: _____

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

County of Harnett

Clerk

By _____
Chairman, Board of Commissioners

Approval Date: _____

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

County of Hoke

Clerk

By _____
Chairman, Board of Commissioners

Approval Date: _____

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

County of Moore

_____ By _____
Clerk Chairman, Board of Commissioners

Approval Date: _____

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

County of Robeson

Clerk

By _____
Chairman, Board of Commissioners

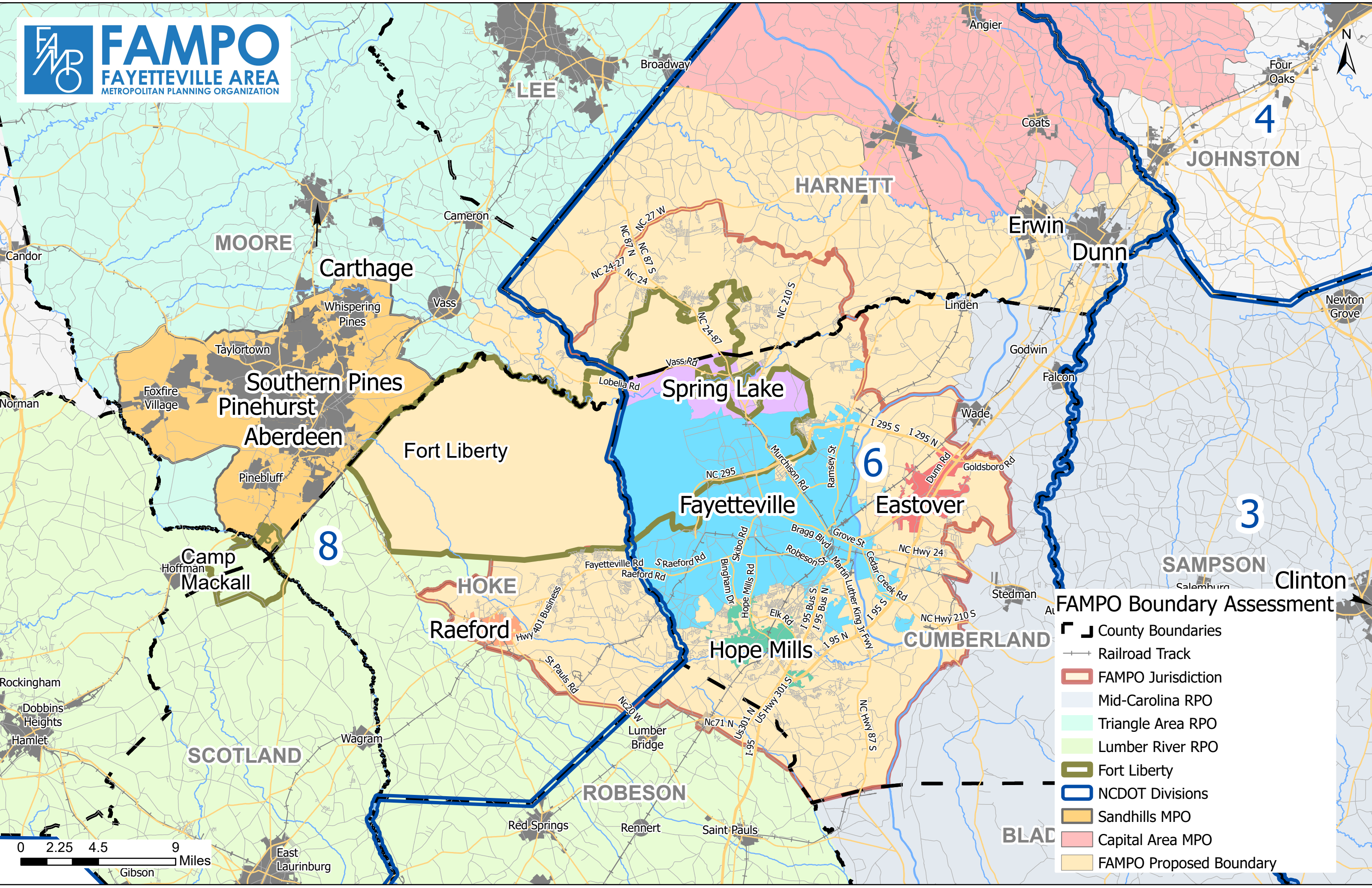
Approval Date: _____

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









North Carolina Department of Transportation

By _____
Secretary of Transportation

Approval Date: _____



FAMPO Boundary Assessment

-  County Boundaries
-  Railroad Track
-  FAMPO Jurisdiction
-  Mid-Carolina RPO
-  Triangle Area RPO
-  Lumber River RPO
-  Fort Liberty
-  NCDOT Divisions
-  Sandhills MPO
-  Capital Area MPO
-  FAMPO Proposed Boundary



FAMPO 2024 Boundary Assessment

June 13, 2024



Overview

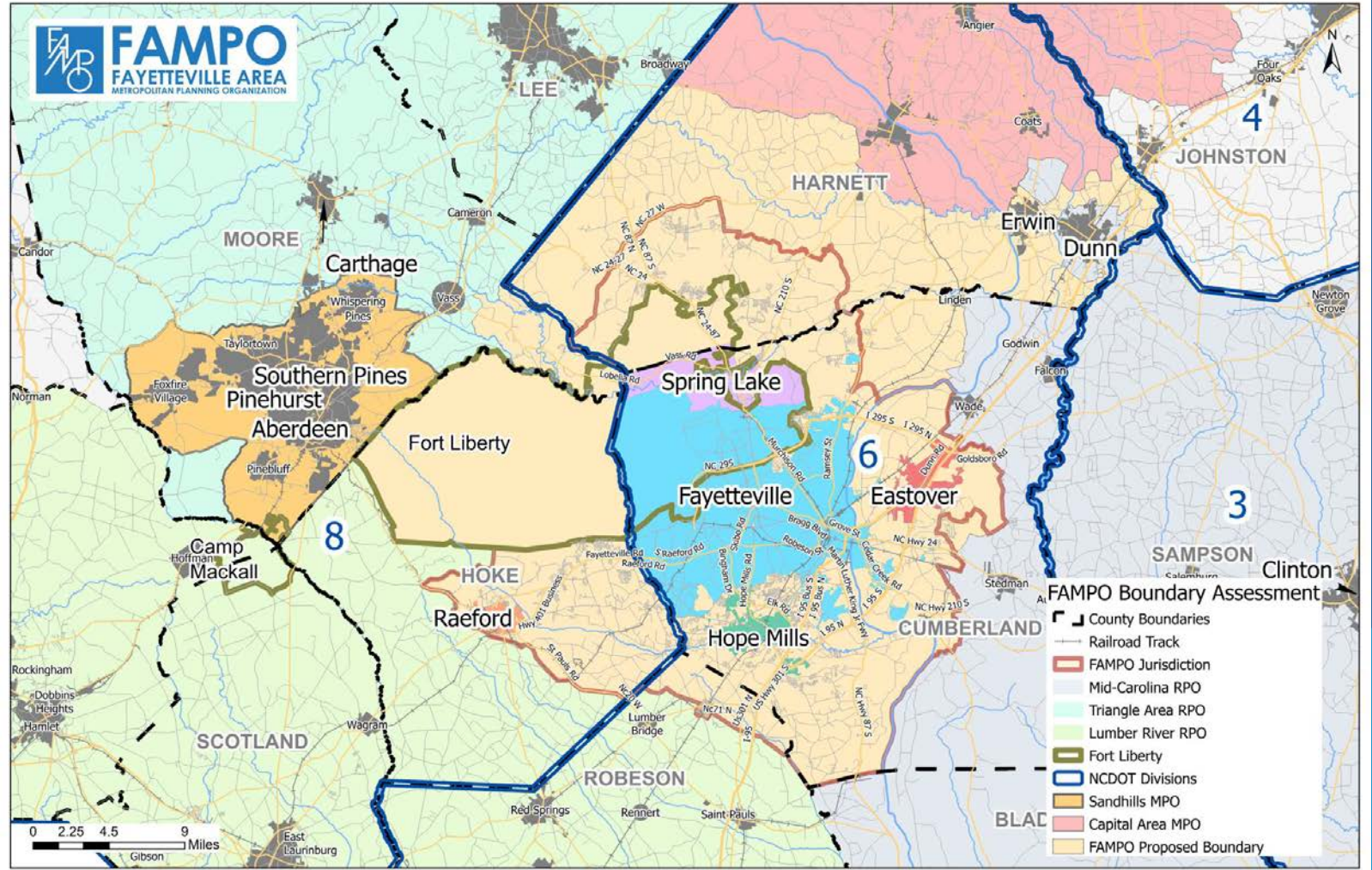
On May 9, 2024, the Technical Advisory Committee (TAC) of the Fayetteville Area Metropolitan Planning Organization (FAMPO) voted to expand its current boundary which includes all or portions of four counties:

- Cumberland
- Hoke
- Robeson
- Harnett

Cities/Towns:

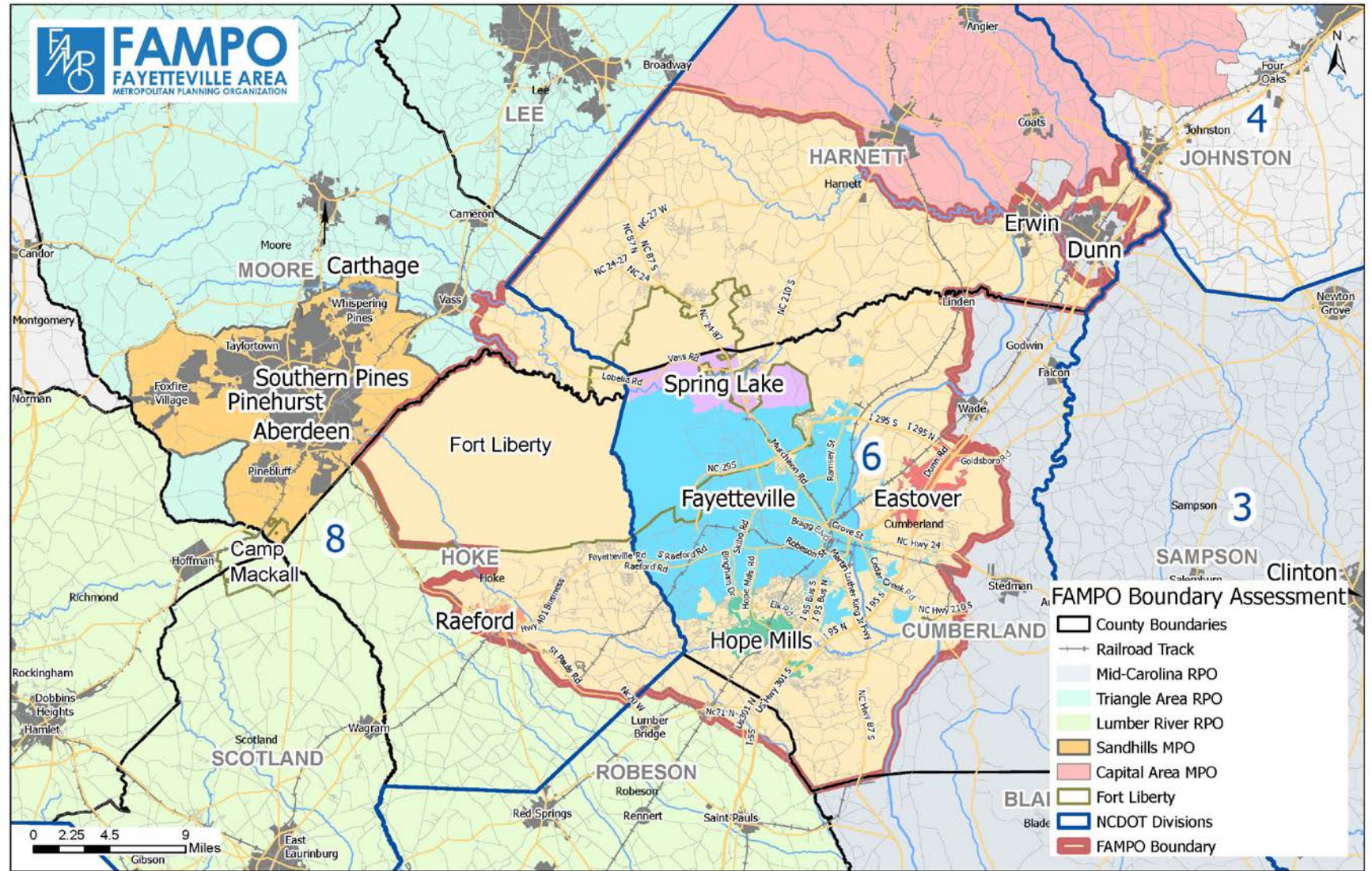
- Fayetteville
- Spring Lake
- Hope Mills
- Raeford
- Parkton
- Eastover

Fort Liberty



Overview

- ❑ FAMPO boundary last expanded in December 2014
- ❑ This expansion adds the Town of Erwin and Moore County



Population Results

Member Jurisdiction	% of FAMPO Population	
	Before	After
Fayetteville*	52.4%	47.6%
Hope Mills	5.0%	4.5%
Spring Lake*	2.3%	2.1%
Eastover	1.0%	0.9%
Raeford	1.3%	1.2%
Parkton	1.0%	0.1%
Erwin	N/A	1.2%
Cumberland County*	15.1%	15.5%
Harnett County	12.6%	16.4%
Hoke County*	9.9%	9.0%
Robeson County	0.3%	0.3%
Moore County	N/A	1.2%

*Excludes Fort Liberty

County Populations exclude Cities/Towns

Estimated FY2025 Local Match Contribution	
PL (excludes Fayetteville)	\$ 90,075.00
STBG-DA	\$ 60,000.00
5303	\$ 16,268.52
5307 (Fayetteville only)	\$ 98,253.00

Next Steps

- Adoption from all 13 FAMPO Member Jurisdictions for MOU signature
- New FAMPO Boundary will go into effect by July 1, 2024

Questions and Discussion





ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP

**MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRIAN HANEY, ASSISTANT COUNTY MANAGER FOR GENERAL GOVERNMENT & STEWARDSHIP

DATE: 5/30/2024

SUBJECT: LEASE AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE PLANT INDUSTRY DIVISION

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): BRIAN HANEY, ASSISTANT COUNTY MANAGER FOR GENERAL GOVERNMENT & STEWARDSHIP

BACKGROUND

The North Carolina Department of Agriculture Plant Industry Division currently leases approximately 368 +/- square feet of space at the Charlie Rose Agri-Expo Center from Cumberland County for the operation of its Witchweed Program. This space is leased at a rate of \$15.00 per square foot or \$5,520.00 per year payable in equal monthly installments of \$460.00 per month. The proposed term of the lease is January 1, 2024 to December 31, 2026. All the terms in the proposed lease remain the same. The County provides all utilities and janitorial services, but does not provide telephone services. This space has been leased for this particular purpose to the State since at least 2012.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the following be placed on the June 17, 2024, Board of Commissioners' Regular Meeting as a Consent Agenda Item:

Approval of Lease Agreement with the North Carolina Department of Agriculture Plant Industry Division

ATTACHMENTS:

Description

Proposed Lease Agreement
Witchweed Office Floorplan
Specifications for Non-Advertised Lease
Proposal to Lease #PO-28

Type

Backup Material
Backup Material
Backup Material
Backup Material

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CUMBERLAND

THIS LEASE AGREEMENT (hereinafter "Lease"), made and entered into as of the last date set forth in the notary acknowledgements below by and between **CUMBERLAND COUNTY**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA** through the North Carolina Department of Agriculture & Consumer Services hereinafter designated 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 as amended on September 8, 1999 and December 7th, 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 as amended on the 26th day of December, 2016: and

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

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **Town / Township Fayetteville , County of Cumberland**, North Carolina, more particularly described as follows: Being approximately 368, net square feet of office space- offices #224,226,227 space located at Charlie Rose Expo Center located in 301 East Mountain Drive Fayetteville, Cumberland County, North Carolina and further described in "Exhibit A"

Department of Agriculture and Consumer Services
(Plant Industry)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of Three**(3) Years** commencing on the **1st** day of **January 1, 2024**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31st** day of **December, 2026**.
2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$5,520.00(Five thousand five hundred twenty)** Dollars per annum, which sum shall be paid in equal monthly installments of **460.00 Dollars**. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other

address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor grants free and unrestricted ingress and egress to the Premises during the term of this lease and any renewals thereof.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal and recycling, including maintenance of lawns, parking areas (including snow and debris removal) and common areas is required.
- C. Parking
- D. The Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- E. All stormwater fees.
- F. Any fire or safety inspection fees.
- G. Daily janitorial service and supplies.
- H. All utilities (electricity, gas, water/sewer) except telephone.
- I. All land transfer tax/fees imposed by the County or City in which the space is located.
- J. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.
- K. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-advertised Lease."

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, suitable for the purposes for which the leased premises will be used by Lessee.

6. Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter.

7. If the said premises be destroyed by flood or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by flood or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. 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, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local

office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. 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 at 301 East Mountain Drive Fayetteville, NC 28302 and to the Lessee at **NC Department of Agriculture & Consumer Services, Attn: Real Property Agent, 1001 Mail Service Center, Raleigh, North Carolina 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.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

16. Lessee shall not assign this lease or sublet any part of the Leased Premises without the written consent of the Lessor.

17. Lessor agrees that the Lessee's decision to self insure satisfies all insurance requirements of this lease applicable to the Lessee.

18. The State of North Carolina is an immune sovereign and is not ordinarily subject to suit. However, the State has enacted the North Carolina Tort Claims Act, pursuant to which the State may be liable for the torts of its officers and employees, within the terms of the Act. Accordingly, the Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act.

19. This Lease Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Lessor and Lessee and their respective legal representatives, successors and permitted assigns.

20. Lessor understand and acknowledges that Lessee will use the Premises as a materials storage site.

21. It is understood and agreed that Lessee shall have the right to remove from the Premises all items of personal property and other items used in connection with Lessee's operations on the Premises belonging to Lessee. Lessor shall be responsible for all storm water fees and real property taxes assessed against the Premises.

22. If Lessee is unable to secure all necessary permits or governmental approvals to construct or install its desired improvements on the Premises, then Lessee, at its option and in its sole discretion, may terminate this lease without any further obligation hereunder.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSEE:

STATE OF NORTH CAROLINA

By: _____

Andrew A. Meier
Director
NCDA&CS Property & Construction Division

STATE OF NORTH CAROLINA

COUNTY OF _____:

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Andrew A. Meier** personally came before me this day and acknowledged the due execution by him of the foregoing instrument as 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.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, 20__.

Notary Public

Printed Name: _____

My Commission expires _____

LESSOR:

By: _____
Signature

Print Name and Title

STATE OF NORTH CAROLINA

COUNTY OF _____

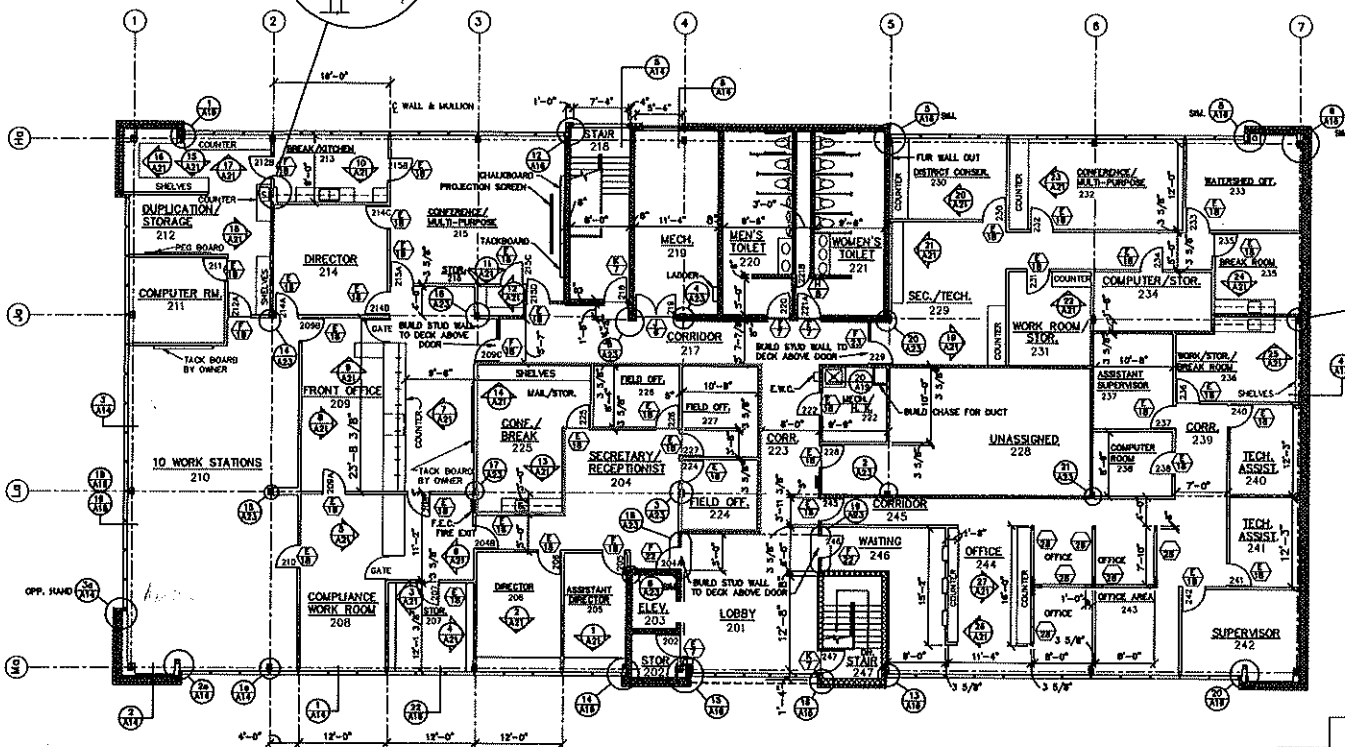
I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledge the due execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, 20__.

Notary Public

Printed Name: _____

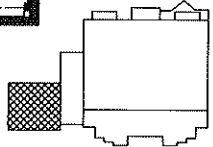
My Commission expires _____



- NOTES:
1. DIMENSIONS TO METAL STUD WALLS ARE TO FACE OF STUDS.
 2. METAL STUD WALLS ARE TO BE SET TO WORK TO DETAILS AS SHOWN ON SHEET A-23. WHEN DIMENSIONS ARE IN CONFLICT, SHEET A-23 SHALL GOVERN.
 3. UNLESS OTHERWISE NOTED, METAL STUD WALLS JOINING EXTERIOR WINDOW WALLS SHALL BE LOCATED ON MULLION CENTERLINES.

1/4 OFFICE BUILDING SECOND FLOOR PLAN

SCALE 1/8" = 1'-0"



KEY PLAN
NOT TO SCALE

	SNOWDON AND ASSOCIATES, P.A. ARCHITECTS ENGINEERS PLANNERS 600 SOUTH MAIN STREET, SUITE F 919-276-2618 LAURINBURG, NORTH CAROLINA 28552	
	ROBERT N. SHULLER, AIA CUMBERLAND COUNTY AGRI-EXPO FAYETTEVILLE, NORTH CAROLINA	
	OFFICE BLDG. SECOND FLOOR PLAN ARCHITECTURAL	
	W/W RB	DATE 10 MAR 87 947

SPECIFICATIONS FOR NON-ADVERTISED LEASE

Please place a "✓" next to each item that is applicable and an "x" next to each item that is not applicable to the lease

- ✓ 1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also, provide the year the building was constructed.
- ✓ 2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
- ✓ 3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
- ✓ 4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 day per week requirement. A separate HVAC system may be required to maintain this temperature range.
- ✓ 5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
- ✓ 6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
- ✓ 7. Lessor shall provide internal and external sign that will provide easy identification of the office by the general public.
- ✓ 8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
- ✓ 9. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
- ✓ 10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
- ✓ 11. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
- ✓ 12. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.

- ✓ 13. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
- ✓ 14. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.

Lessor is in agreement with the above conditions and the conditions of the also signed “proposal to Lease to the State of North Carolina” Form PO-28.

Signature of the Lessor

Date

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSAL FOR ANY REASON IT DEEMS WARRANTED. ALL RELEVANT FACTORS, TO INCLUDE MOVING EXPENSES, WILL BE EVALUATED AS PART OF THE SELECTION PROCESS.

ELECTRONIC responses ONLY will be accepted for this RFP.

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR: Cumberland County
 2. LESSOR'S Representative: Brian Haney

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: A. PROPRIETORSHIP B. PARTNERSHIP C. CORPORATION D. GOVERNMENTAL E. NON-PROFIT F. *** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES G. OTHER: _____ TAX I.D. # _____

MAILING ADDRESS: PO Box 1829
 CITY: Fayetteville ZIP: 28302
 PHONE#: (910) 678-7724 CELL#: _____
 E-MAIL: bhaney@cumberlandcountync.gov

3. SPACE LOCATION:(including building name, floors involved & suite or room numbers unless entire floor)
 301 East Mountain Drive- Charlie Rose Expo Center Room 224,226,227

STREET ADDRESS CITY COUNTY ZIP CODE
 301 East Mountain Drive Fayetteville NC County- Cumberland 28302

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED
 A. OFFICE 368 sq ft B. WAREHOUSE C. OTHER

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE	368			YES	YES	YES	__ clientele
WAREHOUSE							__ state car
OTHER							
TOTALS		5,520	XXXX	XXXX			XXXX

Lessor will provide (__2__) employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI - Parking)

Comments: Lease to Begin Jan. 1, 2024- Dec. 31st 2026 3 year term

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)

(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES YES/NO	JANITORIAL SERVICES YES/NO	WATER/SEWER YES/NO
OFFICE						
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

Lessor will provide (__) clientele parking spaces and (__) employee parking spaces

Comments:

7. LEASE TERM: 3 YEARS BEGINNING DATE: January 1, 2024 Annual rental 5,520 (460/ month)

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, wastepaper and cardboard.

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos?
 YES _____ NO _____

Is the proposed building free of hazardous lead paint?
 YES _____ NO _____

DEPARTMENT: _____ DIVISION: _____

CITY: _____ SQUARE FEET: _____ AGENT: _____

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE: _____

LESSOR:

9. ADDITIONAL INFORMATION

10. Is Property To Be Leased Within An Area Designated By Fema To Be In A Flood Prone Area (100 Year, 500 Year)? If So, Please Provide Details Below

11. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped and applicable sections of the State Building Code Volumes I-V?

YES NO PARTIALLY

EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:

12. This proposal is made in compliance with the specifications furnished by NCDA I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.

I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):

(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Printed Name of Lessor

Signature of Lessor Date

ELECTRONIC DELIVERY INSTRUCTIONS

To be considered this proposal must be submitted prior to 4:00 PM on the cutoff. No faxed, e-mailed or hand delivered proposals will be accepted. PHONE: (919)707-3167

NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:

- 1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.
2. Deduct from the Inside area the following:
*a. Toilets and lounges
*b. Entrance and elevator lobbies
*c. Corridors
*d. Stairwells
*e. Elevators and escalator shafts
*f. Building equipment and service areas
*g. Stacks, shafts, and interior columns
*h. Other space not usable for State purposes

*Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.

DEPARTMENT DIVISION:

CITY: SQUARE FEET: AGENT:

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:



FINANCE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRIAN HANEY, ASSISTANT COUNTY MANAGER FOR GENERAL GOVERNMENT & STEWARDSHIP/INTERIM FINANCE DIRECTOR

DATE: 5/30/2024

SUBJECT: AMENDMENT TO COUNTY PURCHASING POLICY

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): BRIAN HANEY, ASSISTANT COUNTY MANAGER FOR GENERAL GOVERNMENT & STEWARDSHIP/INTERIM FINANCE DIRECTOR

BACKGROUND

On February 14, 2024, Cumberland County Community Transportation Program received a letter from the NC Department of Transportation Integrated Mobility Division (IMD) following a Proficiency Review that was conducted on January 31, 2024. The review looked at policy compliance with State and Federal (FTA) requirements. Six deficiencies were identified and a Compliance Review Deficiency Report was provided that listed the findings and corrective actions, which needed to be made by a certain deadline. According to the letter, if the findings are not corrected by the deadline (originally May 15, 2024, but extended to June 28, 2024), it would constitute a breach of contract that may jeopardize transit system funding resulting in a pause in reimbursement of claims and the potential for termination of the grant agreement.

Five of the six deficiencies involve information on the County's website and these have been corrected. One deficiency related to procurement and requires that the County revise its procurement policy to include bid protest procedures when FTA (Federal Transit Administration) funds are to be used in a procurement and submit the updated policies to IMD for review and approval.

The proposed amendment to the County's Purchasing Policy includes language to address the deficiency and

corrective action included in the Compliance Review Deficiency Report. This language has been reviewed by the County Attorney's Office. Proposed changes are shown in red font within the attachment on page 12, adding Item M.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the following be placed on the June 17, 2024, Board of Commissioners' Regular Meeting as a Consent Agenda Item:

Approval of amendment to the Purchasing Policy reflecting changes as shown in the attached draft.

ATTACHMENTS:

Description	Type
DRAFT Purchasing Policy changes	Backup Material

Cumberland County

Section I – Board Approved Policies

Subsection 3: Cumberland County Financial / Audit

Policy No. 3-3: Purchasing Policy

The following policy was originally adopted on June 21, 1999 by the Board of Commissioners. This policy was amended on February 25, 2002, November 1, 2010, June 5, 2017, June 18, 2018, August 6, 2018, June 21, 2021, ~~and~~ November 15, 2021, and June 17, 2024 by the Board of Commissioners.

1.0 PURPOSE

This policy is established to ensure the fair and equitable treatment of all persons involved in public purchasing, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity, in accordance with North Carolina General Statutes (N.C.G.S) and federal law.

2.0 SCOPE

This policy applies to all County employees conducting purchases on behalf of Cumberland County. Any reference of “department head” throughout this policy is inclusive of the elected offices of the Register of Deeds and the Sheriff, as well as any interim assignments of department head responsibilities. Any reference to approval authority of the County Manager shall also apply to the County Manager’s designee as authorized in writing by the County Manager in their absence.

3.0 POLICY

3.1 Local Preference Policy

Contracts for the provision of services in any amount and all contracts for the purchase of apparatus, materials, supplies and equipment in which the aggregate purchase price in any single contract is less than \$30,000 shall be awarded to local vendors or suppliers, to the greatest extent possible, in accordance with the further conditions set out herein.

Local vendors or suppliers shall be those who demonstrate that they pay business personal or real property taxes and are either self-employed residents of Cumberland County or employ at least one resident of Cumberland County as an employee or officer of the contracting business entity.

3.2 Purchase Orders

All services and purchases in amounts of \$5,000 and more must have a purchase order prior to the purchase being made or the services being rendered. All purchases require a written (electronic or printed) document (invoice, quote, proposal, etc.) with sale details prior to payment being made.

3.3 Purchases & Services

Less than \$5,000

Department heads shall authorize services or purchases of apparatus, supplies, materials or equipment up to \$4,999.99 without a purchase order if sufficient funds are budgeted and available within the department budget. Prior to the purchase, departments must ensure there is an appropriation authorizing the obligation and that sufficient funds will remain in the appropriation to pay the amounts that are expected to come due in the fiscal year in which the obligation is incurred.

\$5,000 – \$29,999.99

Department heads shall solicit proposals for services or purchases of apparatus, supplies, materials or equipment when the estimated cost is between \$5,000 - \$29,999.99. County Purchasing will review the purchase upon receipt of requisition to ensure compliance with County policies. County Purchasing may solicit additional proposals as determined necessary and appropriate by the Finance Director.

3.4 Purchases of apparatus, supplies, materials, or equipment

\$30,000 – \$89,999.99

Informal bids are required for any purchase of apparatus, supplies, materials, or equipment that requires an expenditure of \$30,000 - \$89,999.99. Departments shall submit specifications to County Purchasing for purchases in this category. Exemptions: purchases that qualify under the Competitive Bidding Exceptions as per N.C.G.S 143-129(e).

\$90,000 and Above

Formal bids are required for any purchase of apparatus, supplies, materials, or equipment in amounts of \$90,000 or more. Departments shall submit specifications to County Purchasing for purchases in this category. The County Manager must approve bid awards in amounts between \$90,000 - \$99,999.99. The Board of Commissioners must approve bid awards in amounts of \$100,000 or greater. Bids for engineering and construction must comply with North Carolina General Statutes. Exemptions: purchases that qualify under the Competitive Bidding Exceptions as per N.C.G.S 143-129(e).

Bid award is not a substitution for receiving contract approval in accordance with the dollar thresholds established within this policy or as further delegated by the Board of Commissioners.

3.5 Purchase of Services

\$30,000 and Above

An Informal RFP process is required for services estimated to cost \$30,000 or more. County Purchasing will review the proposal upon receipt of requisition to ensure compliance with county policies. County Purchasing may solicit additional proposals as determined necessary and appropriate by the Finance Director.

3.6 Procurement Cards

The procurement card program was established to provide a more rapid turnaround of requisitions for low dollar value goods, and to reduce paperwork and handling costs. Procurement cardholders may initiate transactions in person, or by telephone, within the established limits of these procedures. Department heads may designate individuals to receive procurement cards. Prior to signing for a procurement card and annually thereafter, procurement cardholders must attend a class conducted by County Purchasing addressing the guidelines involved in the responsibility associated with the card. To ensure pre-audit requirement compliance, funds for each department's estimated procurement card charges shall be encumbered at the beginning of each fiscal year.

3.7 Contracts

A contract is an agreement stating the obligations and benefits arising out of a transaction between the County and at least one other party. A contract must be signed by the County and all other parties to the contract. The contract, in its final form, requires review for legal sufficiency approval **prior to** consideration for approval/signature. All contracts for expenditures, in amounts of \$50,000 or more require County Manager signature. Contracts **resulting from a formal bid process** for expenditures in amounts of \$100,000 or more require the Chair to the Board of Commissioners signature, after Board approval. Contracts with a total amount less than \$50,000 may be signed by the Department head.

These signature requirements pertain to all contracts in which the county is obligated to expend funds of \$5,000 and above, even if the funds have been approved by the Board of Commissioners in the original budget. Digital signatures by vendors or non-County personnel are permitted on contracts when there is legal authentication attached to the signatures and when the digital signature system being utilized provides system integrity in the process to ensure the signed document has not been altered in transit. Digital signatures by County personnel will be permitted pursuant to a system and/or process approved by the County Manager.

The Board of Commissioners must approve all interlocal agreements, regardless of the dollar amount. The action approving the agreement must be recorded within the minutes of the Board of Commissioners' meeting.

If an amendment to the original contract occurs, an equivalent position to the original contract signor must also sign the amendment, regardless of the original contract dollar amount or method of award.

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. The General Statutes referenced in this policy are incorporated by reference, and changes in the referenced General Statutes are also incorporated herein as if set out in full.

4.0 IMPLEMENTATION

The Finance Director is responsible for implementing and enforcing this Policy and to interpret it consistent with its spirit and intent, fiscal prudence and accountability. The Finance Director is authorized to prescribe additional administrative instructions for implementing the above policy.

ADDENDUM

Uniform Guidance Procurement Policy for North Carolina Local Governments

I. Purpose

The purpose of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

II. Policy

A. **Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

- B. **Compliance with Federal Law.** All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. Cumberland County will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the County have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.
- C. **Contract Award.** All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.
- D. **No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.
- E. **Contract Requirements.** All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.
- F. **Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.
- G. **Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

III. General Procurement Standards and Procedures:

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

- A. **Necessity.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Purchasing Department and/or the Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.
- B. **Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.

- C. Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- D. Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- E. Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a “Not to Exceed” amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.
- F. Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how the reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and “or equal” must be included in the description.
- G. Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- H. Dividing Contract for Minority/Women Business Enterprises (M/WBE) Participation.** If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.
- I. Documentation.** Documentation must be maintained by the Purchasing Department and/or the Requesting Department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor’s responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- J. Cost Estimate.** For all procurements costing \$250,000 or more, the Purchasing Department and/or Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by

which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.

- K. Contract Requirements.** The Requesting Department must prepare a written contract incorporating the provisions referenced in Section II.C of this Policy.
- L. Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder's list.
- M. Contractor Oversight.** The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.
- N. Open Competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.
- O. Geographic Preference.** No contract shall be awarded on the basis of a geographic preference.

IV. Specific Procurement Procedures

Either the Purchasing Department or the Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

- A. Service Contracts** except for Architectural/Engineering (A/E) professional services and **Purchase Contracts costing less than \$30,000** shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:
 - 1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
 - 2. To the extent practicable, purchases must be distributed among qualified suppliers.
 - 3. The \$30,000 threshold for "micro-purchase" is allowed as long as the County qualifies as a low-risk auditee, in accordance with the criteria in §200.520 according to the most recent audit, self-certifies annually, and maintains documentation to be made available to the Federal awarding agency and auditors upon request.
- B. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$30,000 up to \$90,000** shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:
 - 1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).

2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids.
4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
5. Award the contract to the lowest responsive, responsible bidder.

C. Service Contracts (except for A/E professional services) and **Purchase Contracts costing \$90,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids.
2. Complete specifications or purchase description must be made available to all bidders.
3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for “sound documented reasons.”

D. Service Contracts (except for A/E professional services) **costing \$250,000 and above** may be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)) when the “sealed bid” procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an “adequate number” of qualified firms.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required.
7. Award the contract on a fixed-price or cost-reimbursement basis.

- E. Construction and repair contracts costing less than \$30,000** shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:
1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
 2. To the extent practicable, contracts must be distributed among qualified suppliers.
 3. The \$30,000 threshold for “micro-purchase” is allowed as long as the County qualifies as a low-risk auditee, in accordance with the criteria in §200.520 according to the most recent audit, self-certifies annually, and maintains documentation to be made available to the Federal awarding agency and auditors upon request.
- F. Construction and repair contracts costing \$30,000 up to \$250,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:
1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
 3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
 4. Award the contract on a fixed-price or not-to-exceed basis.
 5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.
- G. Construction and repair contracts costing \$250,000 up to \$500,000** shall be procured using the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) as follows:
1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
 2. Complete specifications must be made available to all bidders.
 3. Publicly advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
 5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
 6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
 7. Award the contract on a firm fixed-price basis.

8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. Any and all bids may be rejected only for “sound documented reasons.”

H. Construction and repair contracts costing \$500,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject and all bids only for “sound documented reasons.”

I. Construction or repair contracts involving a building costing \$300,000 and above must comply with the following additional requirements under state law:

1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).

J. Contracts for Architectural and Engineering Services costing less than \$50,000 shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) when contracting for the purchase of services subject to the qualifications-based selection process in the Mini-Brooks Act; provided that such threshold shall apply to a contract only if the County has exercised an exemption to the Mini-Brooks Act, in writing, for a particular project pursuant to G.S. 143-64.32. If the exemption is not authorized, the micro-purchase threshold shall be \$0.

The threshold for “micro-purchase” is allowed as long as the County qualifies as a low-risk auditee, in accordance with the criteria in §200.520 according to the most recent audit, self-certifies annually, and maintains documentation to be made available to the Federal awarding agency and auditors upon request.

K. Contracts for Architectural and Engineering Services costing \$50,000 up to \$250,000 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 successful, 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.

L. Contracts for Architectural and Engineering Services costing \$250,000 or more shall be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)(5)) as follows:

1. Publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
4. Proposals must be solicited from an “adequate number of qualified sources” (an individual federal grantor agency may issue guidance interpreting “adequate number”).
5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
6. Consider all responses to the publicized RFQ to the maximum extent practical.
7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.

9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successful, 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.

M. The following Bid Protest Procedures will apply to procurement processes when FTA (Federal Transit Administration) funds are to be used:

1. Bid documents must include written procedures that allow bidders or proposers to protest a procurement action. Notice of protest procedures must be available to all potential bidders or proposers, either by inclusion in the solicitation documents or available to the public.
2. Any party which is a prospective bidder, offeror, or contractor that is aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Bid, Request for Proposal.
3. Any party which is an actual bidder, offeror, or contractor that is aggrieved by the award of a contract must submit a written protest within five (5) calendar days of contract award.
4. The protest must be submitted via email to the Cumberland County Purchasing Division at CumberlandPurchasing@cumberlandcountync.gov and must include all of the following information:
 - i. Name, address, telephone number, and email address of the protester.
 - ii. Signature of the protester or authorized agent.
 - iii. The bid name and number.
 - iv. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
 - v. Any supporting exhibits, evidence, or documents to substantiate any claims.
 - vi. All information establishing that the protester is an interested party for the purpose of filing a protest.
 - vii. The form of relief requested.
5. The Purchasing Director will notify NCDOT if a protest involves an FTA compliance issue within two (2) business days of receiving the protest.
6. After careful consideration of all relevant information, and consultation with the County Attorney, the Finance Director shall make a written decision.
7. A decision of the Finance Director may be appealed to the County Manager or appropriate Governing Board, depending on the type of bid. An appeal must be in writing and be delivered to the County Manager's Office, 117 Dick Street, Fayetteville, NC 28301, within seven (7) calendar days of the date of the Finance Director emailed decision.
8. Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

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>



SOLID WASTE MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA L. BADER, PE, GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 6/5/2024

SUBJECT: SERVICE AGREEMENT WITH SMITH GARDNER, INC. FOR LEACHATE TREATMENT PROJECT ENGINEERING REPORT

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA L. BADER, PE, GENERAL MANAGER FOR NATURAL RESOURCES

BACKGROUND

At the March 18, 2024, Board of Commissioners meeting the board accepted the selection of Smith Gardner, Inc. as the best qualified engineering firm to provide solid waste water quality services. Attached to this memo is the Service Agreement with a not to exceed amount of \$105,000 for a Leachate Treatment Project Engineering Report. The County has been awarded funding for design and construction of a leachate treatment system for PFAS removal through the BIL Clean Water State Revolving Fund (SRF) Emerging Contaminants (EC) loan.

The funding for this engineering report is in the current budget for consultant services for the Solid Waste department.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions below be placed on the June 17, 2024, Board of Commissioners agenda:

1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$105,000.
2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

ATTACHMENTS:

Description	Type
Board Approval of Bid Award	Backup Material
Service Agreement	Backup Material

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
MARCH 18, 2024
6:45 PM

INVOCATION - Vice Chairwoman Toni Stewart

EBONY CHISOLM PROVIDED THE INVOCATION AND LED THE PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS WERE NOT IN ATTENDANCE

RECOGNITIONS

Fayetteville State University Hometown Bronco Queens

FAYETTEVILLE STATE UNIVERSITY HOMETOWN BRONCO QUEENS WERE RECOGNIZED BY THE BOARD OF COMMISSIONERS.

LITTLE MISS HOMETOWN BRONCO QUEEN

QUEEN - MADISON MCLAUGHLIN

FIRST RUNNER UP - ALYVIA ADDERLY

PRETEEN MISS HOMETOWN BRONCO QUEEN

QUEEN - KENNEDY MARIE WHITAKER

FIRST RUNNER UP - BAILEE SWINTON

SECOND RUNNER UP - SONIA ROSS

THIRD RUNNER UP - CHLOE JONES

Vice Chairwoman Dr. Toni Stewart on her Appointment to the State Health Coordinating Council

COMMISSIONER TONI STEWART WAS APPOINTED BY GOVERNOR ROY COOPER TO SERVE ON THE NORTH CAROLINA STATE HEALTH COORDINATING COUNCIL.

JUDGE TONI KING ADMINISTERED THE OATH TO COMMISSIONER STEWART.

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

AGENDA WAS APPROVED WITH ADDITION OF CLOSED SESSIONS FOR ATTORNEY-CLINT PRIVIELEGE PURSUANT TO NCGS 143.318.11(a)(3) AND ECONOMIC DEVELOPMENT MATTER PURSUANT TO NCGS 143.318.11(a)(4)

2. CONSENT AGENDA

Approved

A. Approval of Proclamation Recognizing March 2024 as Women's History Month

Approved

B. Approval of Proclamation Recognizing March 2024 as Social Workers Month

C. Approval of Formal Bid Award for Solid Waste Service Truck

THE BOARD OF COMMISSIONERS APPROVED AWARDED INVITATION TO BID NUMBER 24-9 SW TO PIEDMONT TRUCK CENTER, INC BASED ON LOWEST RESPONSIBLE BIDDER STANDARD OF AWARD

- D. Approval of Formal Bid Award and Contract for Cumberland County Community Transportation Program Services

THE BOARD OF COMMISSIONERS APPROVED AWARD FOR CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES TO B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT, INC AND CHAPMANS MANAGEMENT COMPANY USING THE UNIFORM GUIDLEINES BEST OVERALL STANDARD OF AWARD AND DELGATED AITHORITY TO THE COUNTY MANAGER TO SIGN ANY CONTRACT AMENDMENTS WITH B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT INC, AND CHAPMANS MANAGEMENT COMPANY AFTER APPROVAL OF PRE-AUDIT AND LEGAL SUFFICIENCY.

- Approved E. Approval of the Cumberland County Community Transportation Program (CTP) Public Transportation Agency Safety Plan (PTASP)

- Approved F. Approval of the Community Transportation Program (CTP) Americans with Disabilities Act (ADA) Policy

- Approved G. Approval of FY24 Cumberland County Community Transportation Program (CTP) System Safety Plan (SSP) Updates

- H. Approval of 2023 Portable Radio Project Grant Award and Associated Budget Ordinance Amendment B#240221

THE BOARD OF COMMISSIONERS APPROVED BUDGET ORDINANCE AMENDMENT B#240221 TO RECOGNIZE GRANT FUNDS IN THE AMOUNT OF \$60,489 AND ACCEPTANCE OF GRANT AWARD FOR 2023 PORTABLE RADIO PROJECT AND AUTHORIZATION FOR COUNTY MANAGER TO SIGN THE GRANT AWARD AGREEMENT

- I. Proof of Publication of Notice of Public Hearing Held March 4, 2024

NO BOARD ACTION REQUIRED

- Approved J. Approval of Contract for Production Drive Extension and Site Preparation for Sandhills Road Industrial Site

- Approved K. Approval of Budget Ordinance Amendments for the March 18, 2024 Board of Comissioners' Agenda

- L. Approval of Cumberland County Board of Commissioners Agenda Session Items

- 1. Request for Qualifications (RFQ) for Solid Waste Gas Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE GAS SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

- 2. Request for Qualifications (RFQ) for Solid Waste Water Quality Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE WATER QUALITY SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

- 3. Resolution to Accept NCDEQ Grant Award for Ann Street Landfill Sediment Ponds

THE BOARD OF COMMISSIONERS APPROVED THE RESOLUTION FOR THE ACCEPTANCE OF THE GRANT AWARD AND DESIGNATED THE COUNTY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE PROJECT

- Approved 4. Fiscal Year 2024 Health Insurance Benefit Plan Changes

3. PUBLIC HEARINGS

- A. Case # MH-6638-2023 - Order to Demolish or Remove a Dilapidated Structure Located at 3376 King Charles Road, Fayetteville, NC

THE BOARD OF COMMISSIONERS CONDUCTED A HEARING AND APPROVED THE DEMOLITION ORDER

Rezoning Cases

Approved

- B. Case ZON-23-0035
- C. Case ZON-23-0037

DENIED THE REZONING REQUEST FROM R10 RESIDENTIAL DISTRICT TO R6A RESIDENTIAL DISTRICT AND APPROVED THE ALTERNATE REZONING TO R20A RESIDENTIAL DISTRICT

- D. Case ZON-24-0001

APPROVED THE REZONING REQUEST FROM R40A RESIDENTIAL DISTRICT TO R30 RESIDENTIAL DISTRICT AND APPROVAL IS AN AMENDMENT TO THE ADOPTED, CURRENT SOUTH-CENTRAL LAND USE PLAN

- E. Case ZON-24-0002

APPROVED THE REZONING REQUEST FROM M(P) PLANNED INDUSTRIAL DISTRICT, C(P)/CU PLANNED COMMERCIAL CONDITIONAL USE DISTRICT, AND M(P)/CU PLANNED INDUSTRIAL CONDITIONAL USE DISTRICT TO C(P) PLANNED COMMERCIAL DISTRICT SUBJECT TO USE RESTRICTION OF CURRENT COLISEUM DEVELOPMENT OVERLAY

4. ITEMS OF BUSINESS

- A. Consideration of Proposed Schedule for Fiscal Year 2025 Budget Work Sessions and Budget Public Hearing

ADOPTED THE SCHEDULE FOR FY25 BUDGET WORK SESSIONS AND PUBLIC HEARING AS RECOMMENDED

- B. Consideration of a Resolution from Community Development Foundation Requesting Funds to Provide Services for Developing the Black Voice and History Museum

THE BOARD OF COMMISSIONERS ADOPTED A MOTION TO ACCEPT THE RESOLUTION AND DIRECTED THE CONTRACT APPROVED JANUARY 16, 2024, BE SIGNED BY THE COUNTY MANAGER TO BECOME EFFECTIVE

- C. Consideration of Design-Build Team Selection for Government Services Center Parking Deck

APPROVED SELECTION OF SAMET/CREECH AS THE PREFERRED CHOICE TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF A DESIGN-BUILD TEAM FOR THE GOVERNMENT SERVICES CENTER PARKING DECK PROJECT AND GRANT STAFF PERMISSION TO NEGOTIATE A CONTRACT FOR THESE SERVICES WHICH WILL BE PRESENTED TO THE BOARD FOR APPROVAL AT A FUTURE MEETING

5. NOMINATIONS

- A. Civic Center Commission (3 Vacancies)

NOMINEES:

**DWIGHT THOMPSON
JOSHUA CHOI
KENNETH BURNS
PETER PAPPAS
JAMI MCLAUGHLIN**

- B. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)

NOMINEES:

**SARAH BURTON
MICHAEL LONG
LAURA MUSSLER
DONNA PELHAM**

- C. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)

NOMINEE:

JOYCE ADAMS

- D. Cape Fear Valley Board of Trustees (1 Vacancy)

NOMINEE:

**RYAN AUL
DR. TORIKA FULLER**

6. APPOINTMENTS

- A. Home and Community Care Block Grant Committee (1 Vacancy)

APPOINTED:

SIGMA SMITH - AGING SERVICE PROVIDER

- B. Mid-Carolina Aging Advisory Council (1 Vacancy)

APPOINTED:

CHARLES MCLAURIN

- C. Farm Advisory Board (1 Vacancy)

APPOINTED:

JOEY SHORT

7. CLOSED SESSION: If Needed

- A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)
- B. Economic Development Matter Pursuant to NCGS 143.318.11(a)(4)

ADJOURN

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA L. BADER, P.E., GENERAL MANAGER FOR ENVIRONMENTAL RESOURCES

DATE: 3/14/2024

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR SOLID WASTE WATER QUALITY SERVICES

BACKGROUND

On February 1, 2024, the Solid Waste Department advertised a Request for Qualifications from engineering firms that provide water quality services. The County is seeking a qualified consultant to assist with the design on leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. The firm selected would assist the County with an initial project to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street Landfill. Firms had until February 15, 2024, to submit their Statement of Qualifications. There were two firms that responded, HDR Engineering, Inc. of the Carolinas and Smith Gardner, Inc. Staff reviewed the proposals and scored them separately. The scores were then summarized. Smith Gardner, Inc. had the highest score of the two firms and is qualified to be selected for the Solid Waste Water Quality Services.

At the March 14, 2024, Agenda Session meeting, the Board approved placing this item on the consent agenda at the March 18, 2024, Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommended the proposed action:

1. Accept the selection of Smith Gardner, Inc. as the preferred choice for the Solid Waste Water Quality Services.
2. Grant permission to enter negotiations for detailed scope of work, cost of services and prepare contract

for approval at a future Board of Commissioners meeting.

ATTACHMENTS:

Description

Type

Summary Evaluation Sheet Solid Waste Water Quality Services

Backup Material

Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Water Quality Service
Total Max Points (Per Vendor) 100

Evaluators Name: _____
 Summary Sheet

Vendors	Firm Qualifications	Relevant Experience	Project Approach including Schedule	Project Team Qualifications	Firm References	Total	Notes *Additional Notes Below*
	20 Points Max	25 points Max	15 Points Max	25 Points Max	15 Points Max		
Smith Gardner, Inc.	20	25	15	25	15	100	
HDR of the Carolinas, Inc.	20	25	13	24	15	97	
						0	

Additional Notes

*If additional space is needed for notes, see attached

Vendors

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

SERVICE AGREEMENT

This Agreement made this the 26th day of April 2024, by and between the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and SMITH GARDNER, INC., a business located at 14 N. Boylan Avenue, Raleigh, NC 27603 hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS, the COUNTY is in need of Solid Waste Water Quality Services at the Ann Street Landfill, and

WHEREAS, the COUNTY issued an RFQ, included as *Attachment A* and incorporated herein by reference, to Solid Waste Water Quality Services; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide Solid Waste Water Quality Services to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

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

PURPOSE: The COUNTY agrees to purchase, and the VENDOR agrees to provide the necessary services as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract through, 30th day of June, 2024, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- A. The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.

PRICE: This agreement shall not exceed total payment of **\$105,000** over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

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

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

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

AGENCY AND AUTHORITY: The COUNTY hereby designates the **General Manager of Natural Resources** as its exclusive agent with respect to this Agreement. The **General Manager of Natural Resources** as is authorized, on behalf of the COUNTY, to negotiate directly with the VENDOR on all matters pertaining to this Agreement. The VENDOR agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the **General Manager of Natural Resources**. Further, the VENDOR specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

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

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

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

VENDOR:
Smith Gardner, Inc.
14 N. Boylan Avenue
Raleigh, NC 27603

COUNTY:
Amanda L. Bader, General Manager for Natural Resources
698 Ann Street
Fayetteville, NC 28301

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

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

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

MERGER CLAUSE: The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

DISPUTE RESOLUTION: The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

INDEPENDENT CONTRACTOR: VENDOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or on behalf of the COUNTY. The relationship of VENDOR with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

IRAN DIVESTMENT ACT CERTIFICATION: Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

COUNTY OF CUMBERLAND

ATTEST

BY: _____
ANDREA TEBBE, Clerk

BY: _____
GLENN ADAMS, Chairman
Board of County Commissioners

SMITH GARDNER, INC.

ATTEST

BY: _____
John R. Fearington, Sr. Project Engineer

BY: _____
Pieter K. Scheer, Vice President

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

County Finance Office

Approved for Legal Sufficiency upon formal execution by all parties

County Attorney's Office



ADDRESS
14 N. Boylan Avenue, Raleigh NC 27603

TEL
919.828.0577

WEB
www.smithgardnerinc.com

April 20, 2024

Ms. Amanda L. Bader, P.E., Director
Cumberland County Solid Waste Management Department
698 Ann Street
Fayetteville, NC 28301

**RE: Engineering Services Proposal
Cumberland County - Ann Street Landfill
Leachate Treatment Project Engineering Report**

Dear Amanda:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for engineering services related to completing an alternatives evaluation and preparation of the Engineering Reports/Environmental Information Documents for PFAS removal from landfill leachate at the Ann Street Landfill, Cumberland County NC (County). The County has been awarded funding for design and construction of a leachate treatment system for PFAS removal through the BIL Clean Water State Revolving Fund (SRF) Emerging Contaminants (EC) loan. To remain eligible for funding, the County is required to submit the Engineering Report by July 1, 2024.

BACKGROUND

The discharge of PFAS in landfill leachate represents a significant and relatively concentrated point source of PFAS discharge to the Fayetteville Cross Creek Water Reclamation Facility (CCWRF). It is anticipated that CCWRF will be establishing requirements for reduction of PFAS in the leachate discharge and the County has committed to substantially reduce the PFAS in its discharge. This phase of work involves the evaluation of four possible treatment alternatives for consideration in the removal of PFAS from landfill leachate. The objective of this work is to achieve drinking water criteria concentrations for the regulated drinking water parameters, as required by the SRF EC loan criteria.

On April 10, 2024, EPA announced the final National Primary Drinking Water Regulation for six PFAS. These are as shown in Table 1:

Table 1: EPA Drinking Water Criteria 2024

Compound	Final MCLG (ppt)	Final MCL (enforceable) (ppt)
PFOA	0	4.0
PFOS	0	4.0
PFHxS	10	10
PFNA	10	10
HFPO-DA (Gen-X)	10	10

Ms. Amanda Bader, P.E.
 April 20, 2024
 Page 2 of 6

Mixtures containing two or more of PFHxS, PFNA, HFPO-DA and PFBS	(unitless) Hazard Index	(unitless) Hazard Index
--	-------------------------	-------------------------

In comparison, the concentrations of these parameters observed in the foam fractionation pilot study of May 2022 performed by HDR indicated the concentrations of these parameters present in the landfill leachate were as shown in Table 2.

Table 2: Influent Characteristics to Pilot System

Compound	Concentration (ppt)
PFOA	276
PFOS	994
PFHxS	89
PFNA	116
HFPO-DA (Gen-X)	925

As shown the PFAS concentration of raw leachate is 2 to 3 orders of magnitude higher than the drinking water criteria.

This proposal is for services on a time and expense basis with a not-to-exceed limitation without prior approval. All services will be coordinated with you and shall include the following scope of services.

SCOPE OF SERVICES

S+G will subcontract the services of HDR to provide process design and evaluation. S+G, and its subconsultants, will perform the following services:

Four alternatives will be considered for the treatment of the leachate. The four options are:

1. No Action

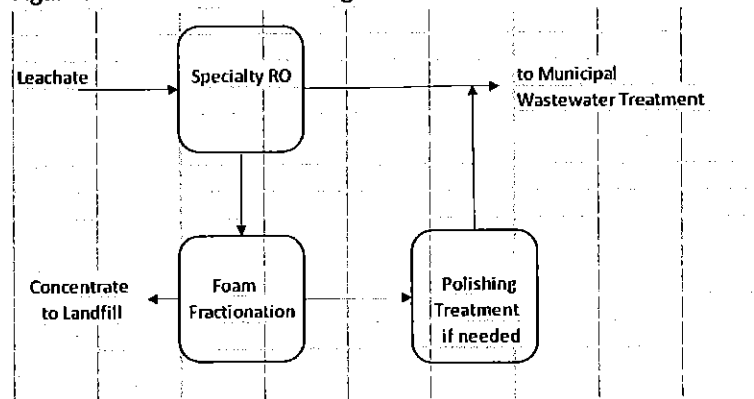
In this option, no additional treatment would be provided for the Ann Street landfill leachate. The rate of removal and dilution across the POTW would be evaluated and effluent concentrations from the POTW would be calculated, based on available POTW data and typical PFAS concentrations in domestic wastewater. This will serve as a baseline for evaluation of the other options, and to measure the benefit to the POTW discharge of providing treatment.

2. Rochem or VSEP Reverse Osmosis (RO) with Foam Fractionation of concentrate.

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In this option, leachate would be sent (after initial pretreatment for solids removal if indicated by the vendor) to a specialty RO unit designed to accept wastewater with substantial contamination. This approach has been used successfully at other landfills, but consideration will be given to if the process has had operational or performance challenged at a landfill and the root causes of the challenges. The RO concentrate from this process could be 10% to 40% of forward flow, which represents a significant quantity of liquid to be solidified or recirculated back in to the landfill waste mass. This alternative includes further concentration of PFAS in the RO reject stream through foam fractionation. The blended RO permeate and foam fractionation effluent will be evaluated to determine if the drinking water criteria can be met using this approach. If the blended streams exceed the drinking water criteria, consideration will be given to (1) the impact of the combined effluent stream on the POTW, and (2) potential polishing steps to improve removal of the remaining PFAS. The foam fractionation concentrate stream would be expected to be less than 1 gpm and would be recycled to the landfill in this scenario. A final variant on this scenario is the provision of a biological treatment process (membrane bioreactor) to remove

Figure 1: Alternative 2 Flow Diagram



organics from the foam fractionation effluent, for discharge to CCWRF or to surface water under a separate direct discharger permit. Figure 1 shows a possible flow diagram of this type of approach.

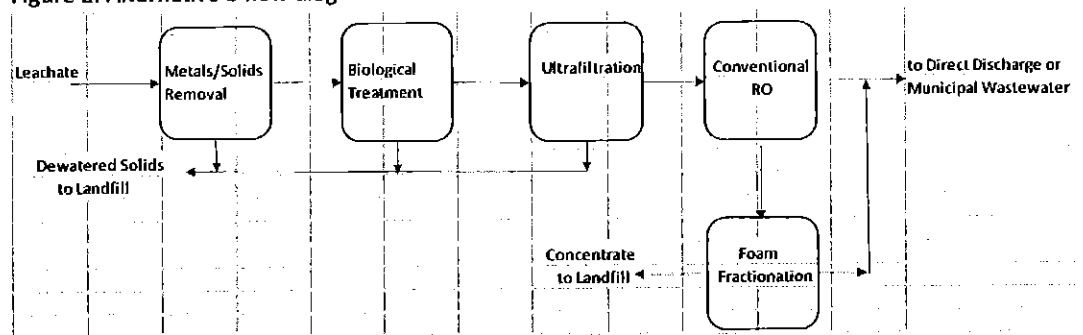
3. Conventional treatment followed by UF/spiral wound RO with foam fractionation of RO concentrate. This option takes the very conservative approach of providing the treatment sequence of solids and metals removal, biological treatment for organics and nitrogen removal, ultrafiltration and spiral wound reverse osmosis to produce a high-quality effluent. The RO concentrate would be treated further by foam fractionation as above for additional PFAS concentration and return to the landfill. Foam Fractionation effluent would either be blended with the

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RO permeate or it could be polished for additional PFAS removal using granular activated carbon (GAC). In this alternative polishing with GAC would be viable since biological treatment and disinfection would have oxidized most organic material that would compete for absorption sites with the PFAS molecules prior to membrane filtration.

Figure 2 shows a typical flow diagram that could result from this alternative.

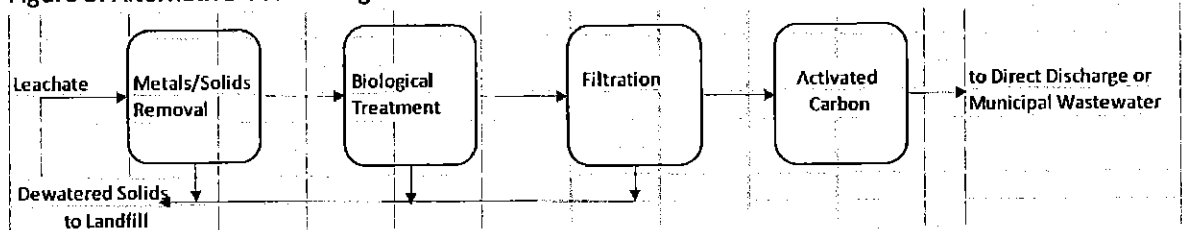
Figure 2: Alternative 3 flow diagram



4. Conventional treatment followed by GAC

In this alternative, the same pretreatment train described above (metals/solids/organics removal) would be followed by a form of filtration and GAC for removal of PFAS. This would provide the advantage of not recycling PFAS back to the landfill but would likely result in a high cost for GAC consumption and replacement. The flow diagram for a possible configuration of this option is shown below as Figure 3.

Figure 3: Alternative 4 Flow Diagram



For each of these alternatives, the evaluation would be based on existing pilot data and operating data from other plants, information provided by vendors for similar installations, and engineering calculations. The components of the evaluation for each option would be:

1. Process Calculations, PFD and Mass Balance Development
2. Equipment Sizing and General Arrangement Drawing
3. Capital Cost Estimate

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4. Operating Cost Estimate
5. Technical memo with all of the above and an evaluation of risks.

S+G and its subconsultant, HDR, will prepare the Engineering Reports/Environmental Information Document for submittal to NCDEQ on or before July 1, 2024. The ER-EID will include the following information and supporting documentation.

1. Executive Summary
2. Current Situation
3. Future Situation
4. Need and Purpose
5. Alternatives Analysis
6. Proposed Project Description
7. Environmental Information Document
8. Financial Analysis
9. Public Participation

BUDGET

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed total budget amount as itemized by task in the table below. S+G will keep the County informed of our budget status and will not exceed the proposed budget without prior approval.

Consultant	Budget
S+G	\$25,000
HDR	\$80,000
<i>Total Budget:</i>	<i>\$105,000</i>

SCHEDULE

S+G, and our subconsultant, are available to proceed with implementation of this proposal upon your approval and issuance of a purchase order. The schedule is anticipated at 10 weeks with the deadline of July 1st per the SRF-EC loan requirements.

ASSUMPTIONS

Progress and milestone meetings will be assumed as virtual where no site visit is necessary. Process validation and bench testing is not assumed in this phase of the project and would occur under separate scope. Similarly, construction stage

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
designs, drawings, and specifications will be under separate scope once final evaluation and selection of the desired alternative is selected.

APPROVAL

Should you be in agreement with this proposed scope, budget and schedule, please assign a Purchase Order Number or note by initial here _____ and transmit the number to S+G.

We appreciate the opportunity to continue our relationship with Cumberland County. If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

Sincerely,
SMITH GARDNER, INC.

DocuSigned by:

9E81654B995E437
John D. Barnard, P.E.
Senior Engineer (ext. 307)
johnb@smithgardnerinc.com

DocuSigned by:

3389FBA008B445
Stacey A. Smith, P.E.
Senior Engineer (ext. 127)
stacey@smithgardnerinc.com

cc: File

Attachment A



CUMBERLAND COUNTY

NORTH CAROLINA

REQUEST FOR QUALIFICATIONS (RFQ)

Solid Water Quality Services

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications to provide engineering services for water quality compliance for solid waste facilities in Cumberland County. The scope of services includes, but is not limited to, the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. Eligible firms must have the ability to conduct all activities associated with Water Quality Compliance at a Solid Waste Facility.

These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, modeling, studies, negotiation of agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The initial project is to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street landfill. The County operates the Ann Street Landfill in accordance with Facility Permit No. 261-MSWLF-1997. The permit includes the construction and operation of sediment (or stormwater) ponds for the management of stormwater run-off from the various areas of the site. There are five ponds located on the site to reduce the peak stormwater discharges from the site. Sampling from Sediment Pond No. 2 and No. 3 indicates a need to reduce the concentrations of total suspended solids, ammonia and TKN in the discharge from the ponds and its potential impacts on Cross Creek and the Cape Fear River downstream. Because of the complexity of the Ann Street site with pre-regulatory and regulatory facilities, the firm should have expertise with Solid Waste Facilities.

The PER for the stormwater ponds is attached.

Additional Technical Expertise

- Funding experience with SRF, USDA-RD, FEMA, and other applicable funding agencies
- Industrial Use Wastewater, Sampling, Monitoring, Permitting and Compliance
- Leachate Treatment Design
- Hydrogeological Services for Solid Waste Facilities
- Contaminant Transport Studies
- Groundwater and Soil Remediation Experience

- Stormwater Pollution Prevention Control
- Spill Prevention Control and Countermeasures
- Hydrogeological Mapping for Solid Waste Facilities
- Dewatering Design for Solid Waste Facilities
- Groundwater compliance monitoring for pre-regulatory sites and active sites
- NPDES Permit Compliance for Solid Waste Facilities, including Landfill and Compost
- Surface Water Sampling
- Operation and Maintenance Assistance
- Permitting, design, bidding and construction administration and construction inspection of landfill gas projects
- Supervisory Control and Data Acquisition

MINIMUM QUALIFICATIONS

1. The respondent shall have a minimum of 5 years of experience in water system design.
2. Qualifications of Professional Staff – Identify the key engagement partners, managers, and other staff members who would be assigned to the project and indicate their qualifications.
3. Subcontractors – Please clearly indicate whether subcontractors will be used in fulfilling the proposal. If the firm plans to use subcontractors, please provide an overview of the firm, project involvement, qualifications of staff, and the percentage of work you anticipate them to complete.

SUBMITTAL REQUIREMENTS

The submittal shall be provided on 8.5" x 11" paper with a maximum of twenty-five (25) standard typewritten pages, font size 11 or larger (not including front or back covers, table of contents and cover letter). This page limit includes tabs and other dividers. Double-sided pages will be counted as two (2) pages. The outline below shall be followed as a template for the report and the overall information that is required with each submittal:

1. Firm name, address, telephone numbers, year established and brief history of the firm.
2. Provide a copy of the firm's licensure and Certificate(s) of Insurance.
3. The firm's related experience in managing federally funded local projects.
4. Types of services customarily provided by the firm.

5. Name and resume of Project Manager to be assigned to this project.
6. Number of staff available for this assignment and their qualifications.
7. Identify if the firm is classified as a Disadvantaged Business Enterprise under the EPA's criteria. Identify if any of the subcontractors are classified as a Disadvantaged Business Enterprise. Under EPA's 8% statute (Public Law 102-389, 42 U.S.C. 4370d), an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes women to be socially and economically disadvantaged individuals. Public Law 102-389, 42 U.S.C. 4370d, provides for an **8% objective** for awarding contracts under EPA financial assistance agreements to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including Historically Black Colleges and Universities (HBCU) and women.
8. Names of outside consultants, if any, who would be retained to provide services required for this project and the percentages of services that the sub-consultant would provide.
9. The firm's prior experience with similar projects. Highlight and provide governmental references for past projects within the last three years. Please include a brief description of each project, original timeline to completion, final timeline to completion, original project cost estimate, final project cost, and a contact name, address, and phone number of a reference for each project listed.
10. Describe in detail the firm's project deliverables to Cumberland County and the benefit of each and how the County can use this information moving forward.
11. List of current projects underway and the estimated cost and completion date of each.
12. The proposed time in which the firm foresees to complete the work based on the information provided in the scope of services.

Cumberland County reserves the right to request interviews of selected proposers, to make selections based on initial proposals, or to reject all proposals submitted.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the following State contracting requirements:

E-VERIFY. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes and shall require any subcontractors to do so.

IRAN DIVESTMENT ACT CERTIFICATION. Contractor shall certify that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the Federal contracting requirements set forth below and on the attached Statement of Federal Terms & Conditions:

This solicitation is for services that will be funded through a State Revolving Fund (SRF) loan and therefore all contracted consultants and subconsultants must be eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions.

Responder and its Principals and subcontractors must not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification through the ± that they are not listed by enclosing a printout of the search results that includes the record date with the proposal.

Responder must provide a Statement of Conflict(s) of Interest (if any) Responder or its Principals or subcontractors may have regarding the provision of these services, and a plan for mitigating the conflict(s). Note that the County may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than **2:00 PM, Thursday, February 15, 2024**. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

**Cumberland County Solid Waste
Attention: Amanda Lee Bader, PE, General Manager for Natural Resources
698 Ann Street
Fayetteville, North Carolina 28301**

EVALUATION AND AWARD OF PROJECTS

The County will consider and evaluate Qualification Packages in accordance with N.C.G.S. 143-64.31. As part of the evaluation process, the County reserves the right to request additional information and/or interview any or all firms.

The Cumberland County Selection Committee shall review the Statements of Qualifications and shall select the best qualified individual or firm in their estimation based on the identified criteria for this project. The Committee may establish a short-list and schedule interviews with those firms if necessary. Selection criteria shall include:

- Firm Qualifications (20%)
- Relevant Experience (25%)
- Project Approach including Schedule (15%)
- Project Team Qualifications (25%) and
- Firm References (15%).

Once Cumberland County has completed their evaluation, they will rank the most qualified firms in order. Cumberland County will attempt to negotiate reasonable fees with the most qualified firm. If such negotiations are not successful Cumberland County will attempt to negotiate with the next most qualified firm until an agreement can be made.

QUESTIONS

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Amy Hall, Public Utilities Specialist, by e-mail to abader@cumberlandcountync.gov, no later than **2:00 PM, Thursday, February 8, 2024**. Questions received after this date and time will not be considered for response.

Upon receipt of questions, an Addendum will be issued if deemed necessary. A signed copy of each addendum must be included in the proposal package (the signed addendum will not be counted towards the page limit). Prospective firms are strictly prohibited from contacting County officials or employees regarding this Request for Qualifications, except in the manner described above. Violation of this provision may result in disqualification of the firm's submittal.

Attachments:

- A. Execution of Proposal
- B. Certification Regarding Lobbying
- C. Noncollusion Affidavit
- D. Federal Required Contract Clauses
- E. Evaluation Sheet

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

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

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

_____ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.

_____ This proposal was signed by an authorized representative of the Contractor.

_____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

_____ All labor costs associated with this project have been determined, including all direct and indirect costs.

_____ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

_____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

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

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This form is required only for purchases of more than \$100,000

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, and 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 Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, 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.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT
of Cumberland

State of North Carolina County

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ of _____, the proposer that has submitted the attached proposal.

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature _____

Printed Name: _____

Title: _____

Date: _____

Subscribed and Sworn to Before Me,

This _____ day of _____, _____

Notary Public _____

My Commission Expires: _____

ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES

IMPORTANT NOTE! The clauses below may not be modified or deleted under any circumstance. These are required contract clauses mandated by the Federal Government.

This *Attachment D* is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

1. Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

2. Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

3. Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

4. Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

5. Clean Air Act and The Federal Water Pollution Control Act

Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Access to Records and Reports

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

7. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

10. Termination

(1) *Termination Without Cause.* The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

(2) *Termination for Default by Either Party.* By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

(3) Additional Grounds for Default Termination by the County. By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement;
or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

(4) Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

(5) No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

(6) Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

(7) No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

(8) Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

(9) Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

11. Remedies

(1) Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

(2) Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

(3) Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

(4) Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction in Cumberland County, North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

(5) **Setoff.** Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

(6) **Other Remedies.** Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

12. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

14. Davis-Bacon Requirements

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

15. Copeland "Anti-Kickback" Act

(1) **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

17. Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(2) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

18. Procurement of Recovered Materials

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

19. Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

20. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Page 4 of 5 (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

22. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

ATTACHMENT E: EVALUATION SHEET

Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Gas Services
 Total Max Points (Per Vendor) 100

Evaluators Name: _____

Vendors	Firm Qualifications	Relevant Experience	Project Approach including Schedule	Project Team Qualifications	Firm References	Total	Notes *Additional Notes Below*
	20 Points Max	25 points Max	15 Points Max	25 Points Max	15 Points Max		
						0	
						0	
						0	

Vendors

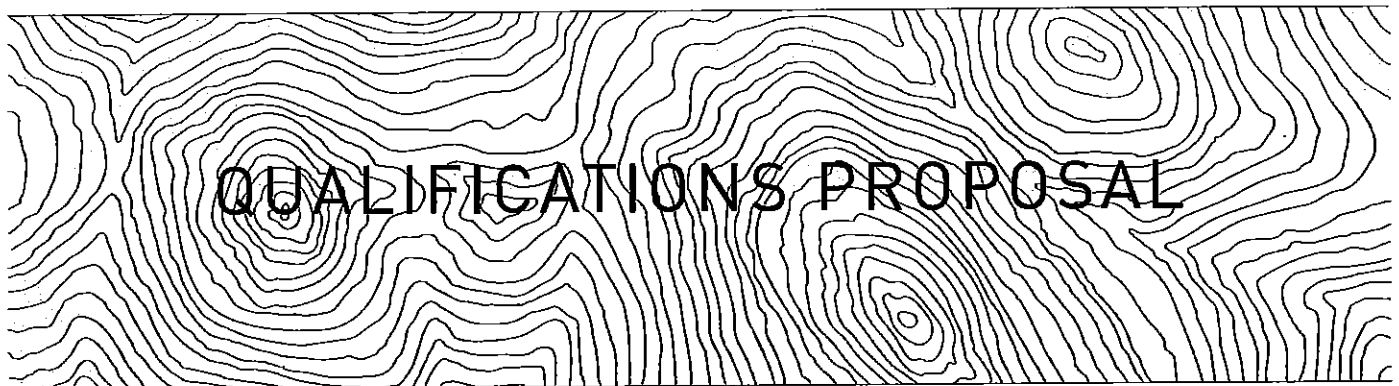
Additional Notes

*If additional space is needed for notes, see attached

Attachment B

SMITH + GARDNER

PURPOSE:

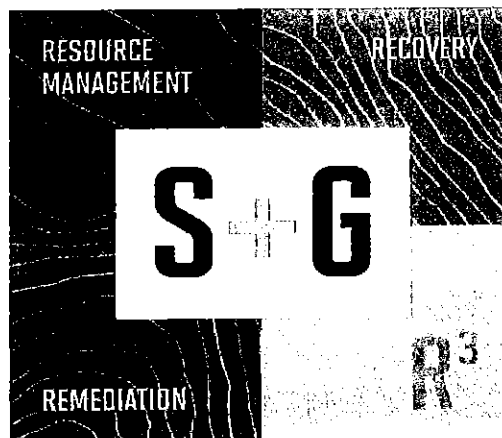


CLIENT:

CUMBERLAND COUNTY,
NORTH CAROLINA

PREPARED IN RESPONSE TO:

REQUEST FOR QUALIFICATIONS
SOLID WASTE WATER QUALITY SERVICES



CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

02/08/2024



SMITH GARDNER
ENGINEERS

CORPORATE ADDRESS
14 N. Boylan Ave., Raleigh, NC 27603

TELEPHONE
919.828.0577

FAX
919.828.3899

February 08, 2024

Cumberland County Solid Waste
Attention: Amanda Lee Bader, P.E., General Manager for Natural Resources
698 Ann Street
Fayetteville, North Carolina 28301

**RE: Request for Qualifications
Solid Waste Water Quality Services**

Dear Ms. Bader,

Smith Gardner, Inc. (S+G) is pleased to submit the attached Statement of Qualifications (SOQ) for Solid Waste Water Quality Services for Cumberland County. With staff exclusively dedicated to the solid waste and environmental industries, we trust you will find that S+G's team is uniquely qualified to provide the County with the following benefits:

Proven Solid Waste Experience - S+G has focused on solid waste and environmental industries for over 30 years providing consulting, engineering and monitoring services that align with the County's current needs. From our significant monitoring, assessment and remediation experience to our expertise in environmental compliance we have a group of professionals ready to partner with the County.

Proximity to and familiarity with NCDEQ and Cumberland County - S+G has partnered with numerous counties and municipalities within the State and have developed a strong rapport with NCDEQ staff that are located less than one-mile from our office. Additionally, our work with Cumberland County for the past four (4) years gives us a thorough understanding of the County's solid waste challenges and opportunities.

Our experts are your experts - Having focused solely on providing innovative and appropriate engineering and environmental services for the solid waste industry for over 30 years our staff are highly experienced. When you work with S+G, you work with experts, and some of our most seasoned professionals will continue to work on your project.

If S+G is awarded the contract, we certify that we, and our sub-contractors, will comply with the E-Verify requirements and we certify that our firm is not, nor are any of it's sub-contractors, on the Iran Final Divestment List.

S+G also certifies that the firm, and sub-contractors, are eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions. The EPLS for SAM is attached at the end of this qualifications package.

Based upon our understanding of the County's program and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. S+G appreciates the opportunity to submit our SOQ and we welcome the opportunity to discuss our qualifications. Should you have any questions, please contact us at (919) 828-0577.

Sincerely,

SMITH GARDNER, INC.

DocuSigned by:
Stacey A. Smith, P.E.
27B4820F1A0943B...

DocuSigned by:
Joan Smyth
B9779EBA711F488...

Stacey A. Smith, P.E.
President, Senior Engineer
(919) 828-0577 ext. 127
stacey@smithgardnerinc.com

Joan A. Smyth, P.G.
Vice President, Senior Hydrogeologist
(919) 815-1494
joan@smithgardnerinc.com



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 - Bid Procurement
 - Construction Administration & CQA
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- Facility Closure and Post-Closure



SMITH GARDNER, INC.
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RECOVERY

- Renewable Energy
 - Biomass
 - Solar
 - Landfill Gas
 - Compost Materials
- Facilities Design, Permitting, Construction and CQA
- Feasibility Studies & Implementation:
 - Compost Facility
 - Material Recovery Facility
 - LFG Systems for Beneficial Use
- Site Redevelopment
- Waste Characterization
 - Auditing
 - Waste Reduction
- Solid Waste Facility Mining

REMEDICATION

- Environmental Site Assessment
 - Phase 1 and Phase 2 ESAs
 - Water Quality
- Environmental Monitoring and Compliance
 - Monitoring System Design and Permitting
 - Groundwater and Surface Water
 - Methane Gas
- Risk Management
- Remedial Design and Implementation
 - Permitting
 - Groundwater and Surface Water
 - Methane Gas
- Remediation System Operations and Optimization
- Air Quality Permitting and Compliance
- Asbestos Management and Compliance

INTRODUCTION

Smith Gardner, Inc. (S+G) is an employee owned firm specializing in the solid waste and environmental consulting industry. Since our incorporation in 1991, we have focused on providing innovative, cost effective solutions to solid waste challenges throughout the US for a variety of clients. With over 40 employees, most key staff have several decades of experience in the solid waste industry.

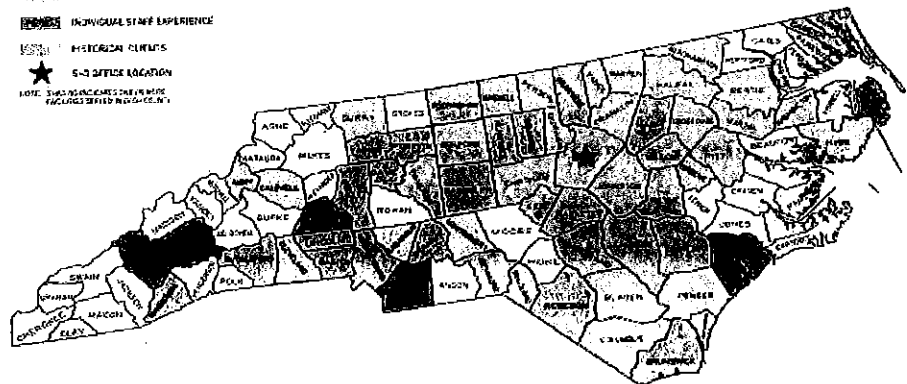
The services listed under Resource Management, Recovery, and Remediation (left) are services we provide every day to optimize solid waste management and plan for the future. S+G's work has resulted in many technical advances in design, closure, and remediation, combining classic civil/geotechnical engineering with technological innovation in geosynthetics to develop cost-effective solid waste disposal solutions.

Our commitment to the solid waste and environmental industry is evident in everything we do including our involvement with the Environmental Research & Education Foundation (EREF), National Waste and Recycling Association (NWRA), the Solid Waste Association of North America (SWANA), and the Carolinas Recycling Association (CRA).

WHERE WE WORK

S+G consults for clients across North Carolina, South Carolina, Georgia, Tennessee, and Virginia. Our clients in North Carolina are shown below.

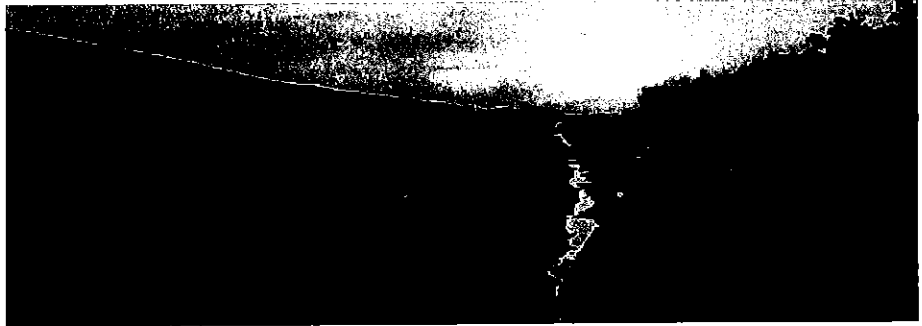
- LEGEND**
- PRIMARY CONSULTANT
 - SUPPORTING CONSULTANT
 - INDIVIDUAL STAFF EXPERIENCE
 - HISTORICAL CLIENTS
 - S-G OFFICE LOCATION
- NOTE: SHADING INDICATES CURRENT WORK FACILITIES LISTED IN THIS REPORT.



PROJECT UNDERSTANDING

OUR MISSION

S+G's mission is to provide our clients with innovative, yet sensible solutions by being highly responsive, detail-oriented, and employing effective communications.



PROJECT UNDERSTANDING

S+G understands this RFQ is for professional services for water quality compliance at the Ann Street Landfill and other solid waste facilities in Cumberland County. We further understand these services include the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, in addition to required monitoring, reporting, and permitting activities at a solid waste facility. Our detailed project approach is outlined below.

Stormwater Improvements Project

S+G has decades of experience designing, permitting, bidding and overseeing construction of water quality basins at solid waste facilities. Our designs have included temperature reduction for trout stream waters, increase of dissolved oxygen, as well as understanding the impacts of discharge from solid waste, landfill covers, and compost facilities. We understand and have followed the ARP funding approval through the Clean Water State Revolving Fund (SRF) for stormwater basin improvements with the goal to improve water quality and lower TSS, ammonia and TKN in the sedimentation basins.

The proposal includes (among other alternatives) enhancement to existing basins #2 and #3 by providing a three (3) chamber pond including a forebay, center wetlands treatment, and lastly a dry basin discharge. S+G has prepared several stormwater models for the existing site as a part of the overall and long-term site development. These models would provide the basis for the improvements and work in conjunction with planned expansions of the site over the balefill and north into Milan Yards. A critical component of the wetlands treatment area will be the selection of appropriate vegetation that have been proven to survive in the Fayetteville Region as well as being tolerant and effective in nitrogen removal. S+G will consider the guidance provided in the NC Stormwater Design Manual for Stormwater Wetlands as well as current literature and research to best ensure success of the project. In consideration of the significant site improvements, our experience with the overall site development will assist in assuring the final development of the site in a consistent manner.

Deliverables for this project would include: preliminary and final construction design packages, bid procurement package and final construction quality assurance documentation.

PROJECT UNDERSTANDING

OUR VISION

As an employee-owned company, Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments. We achieve this vision through teamwork, respect, accountability, integrity, and innovation. These values power everything we do.



PROJECT UNDERSTANDING CONT.

Industrial Use Wastewater - Sampling, Monitoring, Permitting and Compliance

S+G has been performing leachate sampling in compliance with the Industrial User Permit (IUP) since 2021. Our firm understands the complexity of meeting permit needs in conjunction with laboratory limitations due to the background interference. We have improved this process with internal spreadsheets to easily confirm that the proper chemicals were analyzed and whether there were any exceedances of permit requirements. We also recently (2023) applied for the IUP renewal with PWC which was renewed in late 2023 with added PFAS monitoring requirements. The site has exhibited no compliance issues under this permit since we began monitoring and we will continually strive to improve our process. We plan to further evaluate the sampling process during leachate treatment evaluation and design in order to streamline sample collection.

Leachate Treatment Design

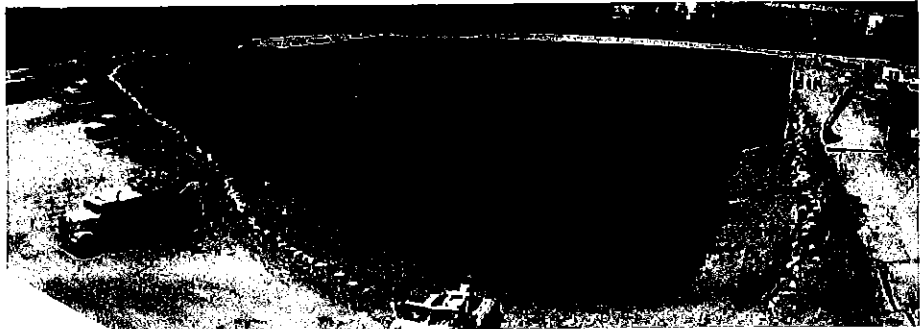
Leachate is a critical part of the overall management of the modern landfill. More recently, the industry has been faced with emerging compounds that include PFAS/PFOA which have been identified at all landfills across NC and the United States. S+G has been assisting our clients in obtaining and managing compliance for local Industrial User Permits. Our support also includes coordination and estimates of leachate generation projections, the changing characteristics of leachate and gas during the methanogenesis within the landfill, as well as, direct discharge NPDES permitting. Most recently, S+G has assisted a municipal landfill in designing, installing and startup of a Reverse Osmosis pre-treatment system to reduce the impact of these fluorinated compounds in a local POTW. Furthermore, S+G has lead permitting and negotiations with NC DEQ DWR on a new direct discharge permit in Class C swamp waters of NC which includes two-pass Reverse Osmosis, Electro-oxidation, Granular Activated Carbon, and UV Disinfection as a part of the treatment train. S+G's experience at numerous landfill sites across the southeast provides access to various vendors, stream assessment experts, and industrial design specialists to best combat the unique wastewater at the Ann Street landfill.

For this project S+G would continue to work with the County to evaluate viable project options, and assist in design, bid procurement and construction administration. Deliverables for this project would include: treatment option evaluation reports, preliminary design and budgets, final construction design package, bid procurement documents and final construction quality assurance documents.

PROJECT UNDERSTANDING

OUR PROMISE

The right environmental solutions delivered through innovation and efficiency for a better tomorrow. We accomplish this by leveraging our knowledge, experience, passion and commitment.



PROJECT UNDERSTANDING CONT.

Hydrogeological Monitoring for Solid Waste Facilities

S+G has been performing water quality services for Cumberland County at the Ann Street landfill since 2021 and for the solid waste industry in North Carolina since 1993. We understand the Ann Street facility has monitoring networks associated with the C&D over unlined MSW landfill, the lined MSW landfill and for impacts historically detected near the southern property line of the facility. Furthermore, we have recently received the results from the first PFAS monitoring event at the facility and understand how those results may affect future projects at the facility.

For general compliance, S+G would continue semi-annual monitoring of groundwater, surface water and leachate. However, to refine PFAS monitoring we would suggest additional monitoring for Chemours related constituents. Currently, GEL is the only lab in the region that analyzes these constituents and GEL is used by the NCDEQ for its studies of Chemours. We believe this additional monitoring may assist in pinpointing the source of impacts detected during the first monitoring event and may assist the County in recouping funds for leachate treatment and environmental response.

Monitoring Reports

S+G has extensive experience preparing semi-annual water quality monitoring reports and has prepared these for the Ann Street facility since 2021. Our reports meet NCDEQ submittal requirements which include preparation of potentiometric surface map, evaluation of constituents relative to water quality standards, and discussion of field methods and results. If selected we would continue to prepare these reports in accordance with NCDEQ requirements.

Stormwater, NPDES and SPCC Compliance

S+G has significant experience with stormwater basin design, construction and management as well as NPDES and SPCC permitting, sampling and compliance. For the Cumberland County facilities, we will continue to work with the County to identify concerns and address them in a timely manner in accordance with the requirements. Deliverables will depend on the project however we will continue to assist the County with NPDES submittals and compliance.

PROJECT UNDERSTANDING

OUR VALUES

Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments.

We achieve this through

- Teamwork
- Respect
- Accountability
- Integrity
- Innovation
- Involvement

These values power everything we do.



PROJECT UNDERSTANDING CONT.

Dewatering Design for Solid Waste Facilities

S+G has the most extensive dewatering design experience with solid waste facilities in North Carolina. Our work to create a gravity drainage system at the Sampson County Landfill consisted of groundwater flow modeling, installation of a drainage system to prove model outcomes and final design of landfill base grades based on documented water levels. S+G permitted this system through NCDEQ beginning in 2004 and permitted each cell thereafter incrementally. We believe the Ann Street Facility has many qualities for a successful dewatering project. Deliverables for this project would include: Detailed potentiometric surface evaluation, an aquifer pump test and groundwater modeling report, drainage system design documents, and other documents as may be required by the NCDEQ.

Operation and Maintenance Assistance

S+G has provided operation and maintenance assistance for the County since 2021 including construction support, construction oversight, and operations planning and support. Our team includes two former landfill managers (Mr. Scott Bost and Mr. Troy Mitchell) who can assist with any aspect of facility operations. Additionally, our sister-firm, Dogwood Industrial Services Co. (DISCO) can provide maintenance and repair support as needed. S+G's approach will be to continue to support and provide expertise for County operations and maintenance on an as-needed basis. Deliverables for this would be project dependent.

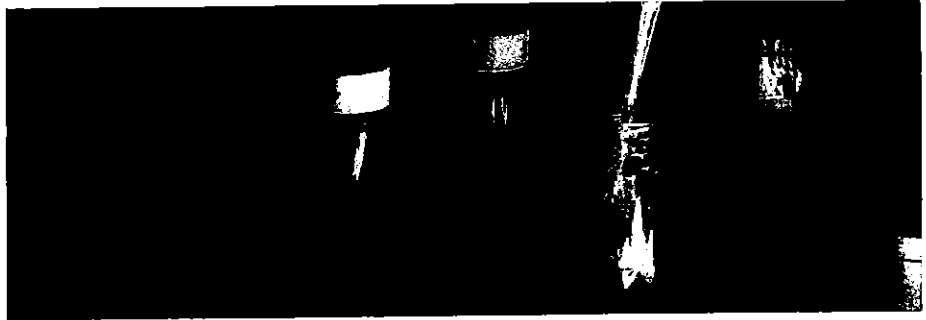
Data Management

S+G utilizes a specialized database for management of water quality data that is compliant with NCDEQ requirements. Our database is also available to our clients as needed. Coordinating our databases with our GIS capabilities, we can create accurate figures of a variety of data types for our clients. We historically provided NCDEQ PFAS information to the County in this manner by providing data from the NCDEQ database on a map generated by GIS to make the data easy to understand.

FIRM SERVICES

OUR FOCUS

As specialists in resource recovery, we strive to offer our clients ways to utilize items that may be considered by others to be waste. Further we try to engineer our projects to turn negatives into positives for the long-term benefit of the site and the client.



FIRM SERVICES

S+G specializes in providing comprehensive engineering and environmental services to the Solid Waste Industry. As a specialist in the field, we believe we are the most qualified firm to assist the County with your solid waste management and environmental needs. Some of our services include the following.

Comprehensive Solid Waste Management Engineering

- Stormwater Management and Sedimentation Basin Design
- Sediment Basin Permitting
- Engineering Certification of Reports, Documents, and Submissions
- Bid Procurement and Construction Administration
- Engineering Reviews and Evaluations
- Local, State, and Federal Regulatory Compliance
- Budgetary, Financial and Enterprise Fund Planning, Management and Administration

Comprehensive Environmental Consulting

- Water Quality Monitoring and Reporting
- Water Quality Assessment
- Groundwater Plume Evaluation
- Water Quality Remediation
- NPDES Stormwater Management
- Soil Impact Assessment
- Soil Impact Remediation
- Phase 1 and Phase 2 Environmental Site Assessments
- Remedial/Treatment Design and System Operations

Water Quality Monitoring, Assessment and Remediation

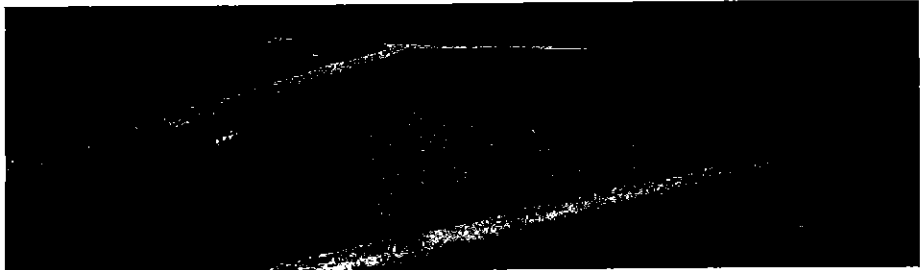
S+G also has a wide variety of experience with monitoring assessment of groundwater quality at both active and closed facilities. Our team performs routine monitoring and reporting for landfills across the region. When necessary, we also perform water quality assessments to evaluate the horizontal and vertical extents of impact as well as potentially sensitive receptors. We also provide operational support for remedial strategies as necessary. In all instances, our efforts are geared toward providing the appropriate solution that accounts for the risks presented by the impact. Ms. Smyth is currently involved in the NCDEQ stakeholder group to review upcoming rules for PFAS and their impact on the solid waste industry.

Furthermore, we have a wide variety of water quality remediation experience and our team has designed and implemented several types of remediation systems including stormwater management systems, monitored natural attenuation, phytoremediation, bio-enhanced remediation and active collection and treatment systems.

FIRM SERVICES

ENVIRONMENTAL RESPONSIBILITY

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



FIRM SERVICES CONT.

Landfill Permitting and Design

S+G's focus on solid waste management has allowed us to design hundreds of landfill expansions including piggyback landfills, as well as landfills proposed as greenfield sites. As a landfill specialist, our firm provides turnkey design/construction service for all elements and features associated with solid waste management facilities including single, double, and composite liner systems; leachate collection/management systems; final covers; soil erosion control and stormwater management features; leachate storage facilities; and landfill gas collection & control systems.

Erosion and Sedimentation Control Permitting

S+G has been providing engineering and plan preparation for erosion and sedimentation control for decades. Our knowledge of both local and state level ordinances is extensive and we understand the requirements of the Land Quality Section regarding submittals for this permitting process.

NPDES Stormwater Permitting and Monitoring for Landfills

S+G professionals provide NPDES assistance to a variety of landfills including NPDES compliance and permitting. S+G has also performed numerous "Representative Outfall" requests to decrease the number of monitoring locations on a facility and realize savings.

Leachate Management and Pre-Treatment

Leachate is an ongoing issue at many landfills that requires adaptability to changing chemistry to maintain compliance with discharge requirements. S+G has worked with NC State professor Mort Barlaz and others to better understand leachate reactions and dynamics to assist our clients with pretreatment to most effectively meet discharge requirements. With anticipated PFAS constituent requirements, we are working with several clients to evaluate leachate treatment technologies such as Reverse Osmosis and Foam Fractionation to prepare for upcoming discharge regulations that may require on-site treatment of leachate.

Construction Administration and Quality Assurance

An integral part to solid waste management is Contract Administration and Construction Quality Assurance. S+G has administered over \$80 Million in landfill construction contracts over the past five years. Our Quality Assurance role includes geotechnical oversight to meet subgrade and liner specifications, as well as stormwater system construction oversight. We use subcontracted laboratories for material testing as needed.

FIRM SERVICES**COMMITMENT**

S+G is committed to providing the best solid waste consulting for our clients. We understand that providing robust engineering design coupled with responsiveness and client satisfaction generates client loyalty and long term relationships.

**FIRM SERVICES CONT.****Public Notices and Meetings**

S+G has 30 years of experience managing public meetings from less formal informational sessions to formal Board of Commissioners presentations. Our senior staff has performed in this capacity and understands the necessity for clarity and brevity, as well as building productive rapport with both the public and elected officials. We also have experience preparing public notices and ensuring we meet all notice requirements.

Regulatory Liaison

S+G has worked in the solid waste industry in North Carolina for over 30 years. During that time, we have developed a great rapport with the regulatory community. This rapport has allowed us to develop innovations in standard industry practice that have benefited our clients as well as the regulated community at large.

Economic Planning and Forecasting

S+G understands that the County has a successful history in developing long-range planning documents that serve to guide the public operations and plan for future expenditures and projected revenues. S+G has worked with many of our clients to assist in their short and long-term planning and development activities. S+G has provided organizational evaluations and developed financial pro forma models to project revenues and expenditures for solid waste operations for our public sector clients. Additionally, we assist our clients with financial assurance needs throughout the life and post-closure period of their landfill.

Grant Funding Applications

S+G has assisted Cumberland County in the pursuit of grant funding for projects, most recently including the NCDEQ Climate Pollution Reduction Grant which was submitted in January. We understand that Cumberland County is working to create an environmental complex at the Ann Street Landfill which will address pressing environmental issues of the day such as increasing capture of reuse of greenhouse gases, increased composting capacity, creation of the pollinator garden at the facility and planned activities for adaptive structure reuse and educational programming.



EXPERIENCE

Definition of experience: Familiarity with a skill or field of knowledge acquired during years of actual practice, resulting in a basis of knowledge. S+G has over 30 years of experience in the solid waste industry.

FIRM SERVICES CONT.

Grant Funding Applications Cont.

To further assist the County with their quest to fund environmental projects through grants, we have teamed with **Wanu Organics, an MBE firm**, led by Mr. Jorge Montezuma, P.E. who has extensive grant funding experience. Prior to starting his consulting firm, Mr. Montezuma worked for the North Carolina Department of Environmental Quality (NCDEQ) Division of Environmental Assistance and Customer Service (DEACS). During that time, he assisted in reviewing grant applications for the NCDEQ and managed more than \$350,000 in grant funding contracts with composting operators and food waste haulers. His duties included contract review with awardees, ensuring contracts were signed, providing technical assistance for implementation, ensuring grants were completed, and writing reports summarizing the impact.

Additionally, during his work with Atlas Organics, he wrote a NCDEQ DEACS grant to obtain \$60,000 to purchase a stacker to improve the process efficiency and increase the amount of material processed. NCDEQ awarded the full amount to Atlas in 2022 to implement the project.

Environmental Justice Support

S+G understands that the Ann Street Landfill is located in a diverse community that has been historically economically disenfranchised. To better engage the local community and ensure that all environmental justice requirements are met or exceeded, S+G is teaming with **Tate Consulting (Tate) an MBE business**. Tate is led by Antwain and Andrea Tate who each have over 30 years of experience in community involvement and environmental justice including survey design, public meetings, research implementation and benchmarking community engagement strategies.

Tate's work has included a project for Winston-Salem University and the Center for the Study of Economic Mobility (CSEM) in support of the United Way and The Partnership for Prosperity. This project including providing strategic direction for community development in the Castle Heights community, determining the communities mission, vision, community transportation needs and values. Additionally, Tate created a Team Based Strategic Planning and Community PowerPoint Model which assisted the community teams to partner with various for-profit and non-profit stakeholders for the betterment of the community.

In 2021 Tate provided strategic community engagement with virtual and in-person stakeholder meetings for the NCDEQ and SCDOT on behalf of the Carolina Bays Parkway Extension Project Environmental Justice Outreach Team.

In 2023, Tate worked with the NCDOT to prepare data survey analytics for the Statewide Transportation Improvement Plan. This work included community engagement and resulted in innovative qualitative and quantitative visualization of environmental justice metrics and methodologies.



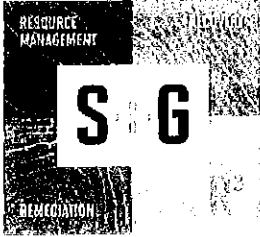
ENVIRONMENTAL RESPONSIBILITY

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



FIRM SERVICES CONT.

S+G is extremely qualified to provide water quality services for the County. We have provided the table below listing North Carolina Clients with similar project requirements as the County.

 Client Contact	Resource Management					Recovery							Remediation															
	Landfill Design	Landfill Permitting	Procurement / Construction Admin./ CQA	Landfill Closure / Post-Closure	Transfer Station / Convenience Center Design / Permitting	Budgeting/Feasibility/Financial Modeling	Site Hydrogeologic Characterization	Evaluation of Site Development Options	Operations Support / Training	Landfill Gas to Energy Evaluation	Landfill Gas System Design / Permitting	Landfill Gas System Construction	Landfill Gas System Operations	Feasibility Studies: Recycling / Compost / Renewable Energy	Waste Characterization Auditing	Material Recovery Facility Design	Compost Facility Design / Permitting	Site Redevelopment	Regulatory Compliance Management	Air Quality Permitting / Compliance	Landfill Gas Monitoring	Landfill Gas Remediation	Water Quality Monitoring / Reporting	Remedial Design / Permitting / Install	Remediation System Operations / Optimization	NPDES Monitoring / Compliance	Environmental Site Assessment (Ph. 1 / 2)	Asbestos Management and Compliance
Avery County, NC Eric Foster	X	X	X	X	X	X	X	X	X	X	X	X	X					X	X	X	X	X	X	X	X	X	X	X
Bladen County, NC Kip McClary	X	X	X	X	X	X							X					X				X						
City of High Point, NC Robby Stone, P.E.	X	X	X	X	X	X	X	X	X	X	X		X			X		X	X	X		X				X	X	X
Cumberland County, NC Amanda Bader	X				X	X	X	X	X			X		X				X	X	X	X	X	X	X		X	X	X
Davidson County, NC Charlie Brushwood	X	X	X	X	X	X	X	X	X	X	X		X		X			X	X	X	X	X	X	X		X	X	X
Halifax County, NC Chris Williams	X	X	X	X	X	X	X	X			X		X					X	X	X	X	X	X		X	X		
Harnett County, NC Chad Beane	X	X	X	X	X	X	X	X										X	X	X	X	X	X		X	X		
Johnston County, NC Brian Beasley	X	X	X	X		X	X	X	X	X		X	X					X	X	X	X	X	X	X		X	X	X
Martin County, NC Justin Harrison	X	X	X			X	X	X	X									X			X				X			
Person County, NC Ray Foushee						X				X	X	X	X	X	X			X		X	X		X					
Sampson County Disposal LF (NC) Bryan Wuester	X	X	X	X		X	X	X	X	X	X	X	X	X				X	X	X	X	X			X		X	X
Scotland County, NC Bill Lash	X	X	X	X	X	X	X	X	X				X					X		X	X	X	X	X		X	X	X
Washington County, NC Danny Reynolds	X	X	X			X	X											X		X	X	X						
Wayne County, NC Randy Rogers										X	X	X						X			X							
GFL South Wake Landfill (NC)	X	X	X			X	X	X																	X			

PROJECT EXPERIENCE AND REFERENCES

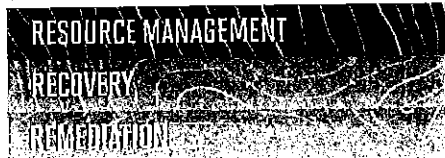
The following pages provide specific project experience for S+G. Our experience covers all solid waste activities from conceptual planning through post-closure.

CUMBERLAND COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Title V Compliance
- » LFG Monitoring
- » Groundwater Monitoring and Management
- » Transfer Station Option Evaluation
- » Transfer Station Design and Permitting
- » Water Quality Remediation
- » Solid Waste Permitting



Client Reference:

Cumberland County Landfill
 Ms. Amanda Bader, P.E.
 Solid Waste Director
 910.321.6920
 abader@cumberlandcountync.gov

FAYETTEVILLE, NORTH CAROLINA / 2021 – PRESENT

Description - The Cumberland County Solid Waste facilities include an active MSW unit, a closed balefill unit, an LCID landfill, a compost facility, a closed MSW unit with C&D interred over it, convenience centers, a proposed transfer station, and closed pre-regulatory landfill units.

Environmental and Compliance Services - S+G provides water quality monitoring and reporting, monthly leachate sampling and reporting, landfill gas monitoring and reporting, assistance with NPDES and miscellaneous environmental and compliance services.

Air Quality & Landfill Gas Services - S+G provides landfill gas collection system monitoring, assistance with enhancing gas production for sale to an end user, Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting. The gas production project includes an approximate 1,000 CFM direct delivery project to a local industry for off set boiler fuels including a transmission line below the Cape Fear River and landfill gas conditioning. Additional services include grant support in obtaining study funding or low interest loans.

Landfill Engineering Services - S+G is assisting the County with future plans for site expansion and optimization of the existing site including site development and permitting of a transfer station, recovery and mining of a former unlined MSW landfill to allow for future expansion capacity, and due diligence regarding a horizontal expansion by incorporating additional recovery of a pre-regulatory landfill site. Additional optimization measures have included steepening of side slopes, reconsidering access roads, and airspace utilization monitoring. Overall site expansions may yield 50 years of additional landfill disposal capacity for the County as a whole at competitive rates to that of a new site or transfer to other sites while maintaining County operational jobs.

Services at the Wilkes Road LCID Landfill and Compost Facility have included improvements to site stormwater infrastructure, wetlands and stream assessments, windrow composting, pilot study for aerated static pile composting, and re-opening a closed LCID landfill for an additional peak yardwaste and woody waste storage and/or disposal during peak season flow.

Due Diligence and Site Investigation Services - S+G has provided site investigation services including document review, historical imagery, site reconnaissance, site investigation, exploratory drilling and excavations to identify and characterize former pre-regulatory landfill sites for potential re-use, recovery, and re-development. S+G works closely with the client and the regulatory agencies to characterize impacts and benefits for redevelopment including regulatory pathways for such development.

Convenience Center Sites - S+G is assisting the County in developing improvements to existing citizens convenience sites and development of new sites including local zoning approval, utility connections, and building and site infrastructure.

Environmental Justice Public Meeting Assistance - S+G has assisted the County in their efforts toward environmental justice as a part of the future expansion plan of the site including alternative site study, outward messaging, GIS and demographic study, public presentation, and technical support of expansion options.

PROJECT EXPERIENCE AND REFERENCES

SAMPSON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Landfill Closure
- » Gravity Groundwater Intercept Design
- » Landfill Gas Collection System Design
- » Landfill Gas to Energy System Design
- » Construction Administration/CQA
- » Wetland Creation
- » Wetland Permitting
- » Stormwater Monitoring/Reporting
- » Air Quality Permitting
- » Greenhouse Gas Reporting



Client Reference:

GFL Environmental, Inc.
 Mr. Bryan Wuester
 910.525.4132
 bryan.wuester@gflenv.com

ROSEBORO, NORTH CAROLINA / 2000 – PRESENT

Description – The Sampson County landfill is a privately owned/operated landfill which consists of an open Subtitle-D landfill, a closed Subtitle-D landfill, an operating C&D landfill, a sludge solidification operation, and a leachate evaporation system. S+G has provided numerous services for this client including the following:

Landfill Design and Permitting with Gravity Groundwater Intercept System – A review of the overall site design prepared by a previous consultant indicated the site would be subject to significant soil deficits and that significant soil was needed from off-site sources. S+G evaluated the site and designed a system whereby groundwater is gravity drained to a nearby stream. This Gravity Groundwater Intercept System lowered the groundwater surface approximately 15 feet in some areas, allowing for a significant increase in site capacity, improved stability of the waste mass, and the creation of a soil surplus. At this time, 4 cells have been constructed with this system. The successful implementation of this system resulted in a savings of millions of dollars for the client.

Landfill Closure Design and Construction Services – S+G designed, permitted and provided engineering and construction administration/CQA services during closure construction for the original Subtitle-D MSW landfill unit (40-acres) of this facility. This closure included a geomembrane cap, vegetative layer, and stormwater and subsurface drainage systems. Additionally, S+G provided design engineering and construction administration/CQA for closure of a portion of the first phase of the currently active Subtitle-D landfill (12-acres).

Landfill Gas-To-Energy (LFGTE) System – S+G conducted an informal RFP process to solicit LFG to energy projects, including pipeline sales to industry (brick kilns, rendering plants), production of bio-diesel/bio-methanol, pipeline injection, leachate evaporation; and electricity generation. Sampson County Disposal, LLC chose to self-develop a power production project. The renewable energy project began operations in the spring of 2011.

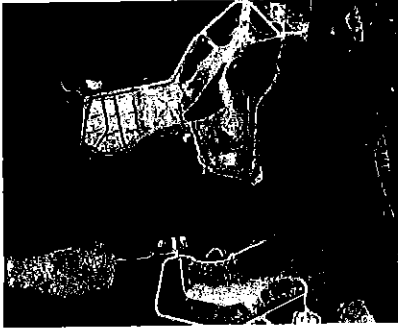
During closure activities, S+G also provided construction administration of an active landfill gas collection and recovery system. This system, as well as landfill gas collection from the active MSW landfill were part of the largest LFGTE system in NC until the project completed operations in 2021

Air Quality Permitting – S+G has applied for and obtained Title V permits at both site landfills, which are subject to NSPS and MACT rules, and helped to prepare the PSD permit and BACT determination for the gas to energy project. We prepared both LFG Management Design plans for approval by the state, and have received operational and design variances for well head temperature, oxygen levels, and manifolding of wells.

GHG Reporting – We have worked closely with site personnel to collect and document information necessary for greenhouse gas reporting. S+G personnel are registered as Designated Representatives at both site landfills and have prepared monitoring plans required by the rules.

PROJECT EXPERIENCE AND REFERENCES

DAVIDSON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Construction Administration and CQA
- » Air Quality Permitting
- » Water Quality Monitoring/Assessment
- » Landfill Gas to Energy
- » Landfill Closure
- » Financial Studies
- » Greenhouse Gas Reporting
- » Stormwater Compliance

RESOURCE MANAGEMENT

Client Reference:

Davidson County Integrated Solid
Waste Management
Mr. Charlie Brushwood
336.240.0303
charlie.brushwood@davidsoncountync.gov

DAVIDSON COUNTY, NORTH CAROLINA / 1994 – PRESENT

Description – The Davidson County Landfill site consists of one open Subtitle-D MSW Landfill, one closed Subtitle-D MSW landfill, and three closed unlined landfills. S+G has provided a number of services during our 28 year relationship working with the County including the following:

Water Quality Monitoring/Assessment – S+G performs routine water quality monitoring and reporting for all the Davidson County Landfills which include two (2) lined landfills, two (2) unlined landfills and one (1) C&D landfill. For the unlined landfill units, S+G prepared an Assessment Work Plan, calling for a limited geophysical study to evaluate bedrock fractures, installation of groundwater monitoring wells into upper and lower aquifers, performance of a risk-analysis and preparation of an Assessment Report.

Landfill Gas to Energy – S+G, working with Davidson County and DTE Biomass Energy, has assisted in the installation of a 1.6 Megawatt Landfill-Gas-To-Energy Project. This project became operational in late 2010. S+G has also assisted DTE with expansions to the collection system including the design of a pipeline to the active MSW landfill unit.

Landfill Gas to Energy Evaluation (2006) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to energy options including pipeline injection, electrical generation, and direct use. A developer owned and operated LFG to electricity project became operational in 2010 and has been producing electricity since that time.

Landfill Permitting, Design and Construction – S+G performed all permitting, engineering, and geological services for the Davidson County Phase 2 MSW and C&D landfills. Permitting activities included Site Suitability on over 800 acres of property and Permit to Construct applications for Phase 2 Areas 1 and 2. These investigations required additional geologic study and geophysical evaluation due to the presence of fractures and diabase dikes at the site. S+G has performed bid procurement, construction administration and CQA services for several expansions of the County's MSW landfill and leachate storage tank facility. S+G has also assisted the County in the incremental construction of the County's C&D landfill using their own forces.

Closure Design and CQA – S+G provided design and oversight of closure activities for the western half of the Phase 1 MSW landfill. This project included the closure of approximately 17 acres of landfill, construction administration, CQA activities (observation and material testing), and preparation of a CQA report.

10-Year Financial Studies (2001 & 2011) – S+G performed evaluations of the County's overall solid waste management budget (including collections, recycling, and disposal elements) and projected annual income and expenditures for the ensuing 10-year period in both 2001 and 2011. Projected expenditures included an evaluation of the timing and expense of capital improvement projects (i.e. landfill expansion, closure, and other site upgrades). Recommendations made by S+G in the most recent study and implemented by the County included changes to landfill tipping fees and fees for convenience center and industrial customers.

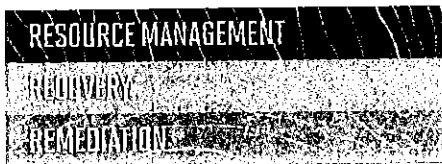
PROJECT EXPERIENCE AND REFERENCES

JOHNSTON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Construction Administration and CQA
- » Water Quality Monitoring, Assessment, and Remediation
- » Landfill Closure
- » Landfill Gas to Energy
- » Air Quality Permitting
- » Landfill Gas Quality and Tier 2 Testing
- » Financial Evaluations
- » Greenhouse Gas Reporting
- » Stormwater Compliance



Client Reference:

Johnston County Department of Solid Waste Services
 Mr. Brian Beasley, Director
 919.938.4750
 brian.beasley@johnstonnc.com

SMITHFIELD, NORTH CAROLINA / 1997 – PRESENT

Description - The Johnston County Landfill facility consists of an active lined and inactive MSW landfill units, three unlined MSW units, and an active lined C&D landfill. S+G has significantly increased the expected airspace at this site through the use of creatively applying presumptive remedy strategies for unlined landfill units. S+G has provided services to the County including the following:

Groundwater Assessment – S+G performed a groundwater assessment for the unlined landfill units located at the facility. This work included installation of monitoring wells, collection of filtered and unfiltered groundwater samples, evaluation of surface water quality and groundwater flow patterns. During this investigation, a geophysical study was performed to evaluate the location of diabase dikes at the site as well as a pump test to determine preferential flow paths created by the diabase dike. S+G prepared work plans for this assessment and prepared a remedial strategy for the site.

Piggy-Back MSW Landfill Design for Presumptive Remedy – Due to the location of two of the unlined landfill units within 300 feet of each other, S+G proposed a presumptive remedy design that created over 15 years of lined MSW airspace between/over the unlined landfill units as the remedial strategy for the site. This “new” airspace will ultimately generate approximately \$50M additional gross revenue for the County. S+G provided all design, permitting, bid procurement, construction administration, and CQA services (3 separate events) for this strategy including a portion of the piggy-back unit which is double-lined.

Piggy-Back C&D Landfill Design for Presumptive Remedy – S+G proposed and implemented a piggy-back design for the C&D landfill at the site which gained further C&D airspace for the facility and provided additional presumptive remedy cover for one of the unlined landfill units. S+G also performed bidding, construction administration, and CQA services for this project.

Water Quality Monitoring/Reporting – S+G provides on-going water quality monitoring evaluation and reporting services to continue to monitor the effects of presumptive remedy actions.

General Financial Studies (1997 to Present) - S+G has performed multiple financial evaluations for Johnston County since 1997. These evaluations have been performed to evaluate potential changes in service area, tipping fees, and/or solid waste management activities (including collections, recycling, and disposal elements).

Landfill Gas to Energy (2009-2010) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County’s landfill, S+G performed detailed financial models of LFG to electricity options including County owned and operated, developer owned and operated, and County owned/developer operated. A LFGTE project is currently being implemented by a LFG developer at the site.

PROJECT EXPERIENCE AND REFERENCES

SURRY COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Title V Compliance
- » LFG Monitoring
- » Groundwater Monitoring and Management



DOBSON, NORTH CAROLINA / 2021 – PRESENT

Description - The Surry County Landfill facility has two units: a closed C&D over unlined MSW unit and an active, lined, MSW unit. Additionally, there is a closed unlined landfill at another location. S+G provides Engineering and Environmental services for Surry County solid waste facilities including active and closed landfills, recycling and convenience centers, and all other engineering/environmental assistance, as needed, for solid waste operations managed by the County.

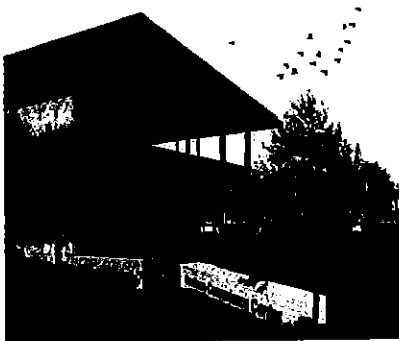
Environmental and Compliance Services- S+G provides water quality monitoring and reporting at all their active and closed facilities, landfill gas monitoring and reporting, SWPPP preparation assistance with NPDES reporting, and miscellaneous environmental and compliance services.

Air Quality Services - S+G provides Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting.

Engineering Services - Annual survey and capacity evaluation and miscellaneous engineering services.

Client Reference: Surry County Landfill
 Ms. Jessica Montgomery, P.E., County Engineer
 336.401.8376
 montgomeryj@co.surry.nc.us

DURHAM COUNTY REDWOOD CONVENIENCE CENTER



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Budgeting
- » Scheduling
- » Grant Narrative Review



DURHAM COUNTY, NORTH CAROLINA / 2023 - PRESENT

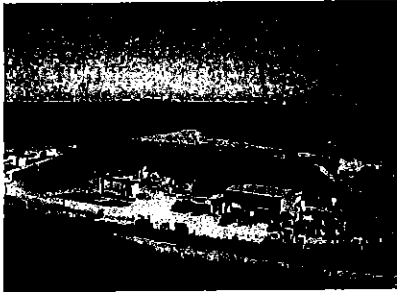
Description - S+G assisted Durham County and the Triangle J Council of Governments with developing an application for the Solid Waste Infrastructure for Recycling Grant Program for the Durham County Redwood Convenience Center Site. S+G provided assistance with the proposed project budget and schedule and review of the grant proposal and attended meetings strategy and review meetings to help brainstorm potential content for the application.

The renovation of the Redwood Convenience Site was identified as an opportunity to address the site's increase in use, improve sustainability measures, and expand its services to include space to host e-waste and HHW collection events, a new swap shop, where residents could trade gently used items for others and improve site signage to help customers better locate service offerings. As a result of the grant application, Durham County received a SWIFR grant for \$3.3 Million Dollars, which will be used during site construction activities in 2024/2025.

Client Reference: Durham County
 Ms. Chrissie Koroivui
 Solid Waste Program Manager
 919.560.0442
 mkoroivui@dconc.gov

PROJECT EXPERIENCE AND REFERENCES

HARNETT COUNTY - DUNN-ERWIN LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Water Quality Monitoring
- » Landfill Gas Monitoring



DUNN, NORTH CAROLINA / 2013 - PRESENT

Site Description - The Dunn-Erwin Landfill Facility includes closed unlined MSW landfills, and an open C&D landfill and a transfer station.

C&D Landfill Vertical Expansion Permit - S+G prepared a vertical expansion design and permit to construct application for the C&D landfill at this facility. The vertical expansion is currently in operation.

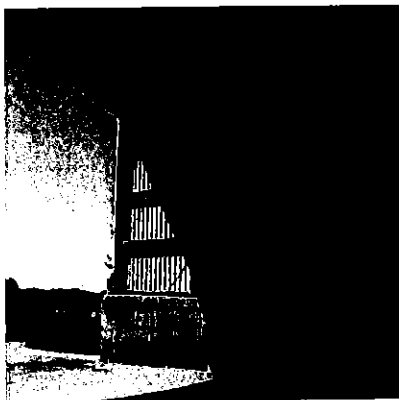
Environmental Evaluation and Monitoring - S+G evaluated the previous water quality monitoring plan, and significantly reduced the monitoring requirements for the site. S+G also performs semi-annual water quality monitoring and reporting and quarterly landfill gas monitoring at the site.

NPDES Monitoring and Reporting - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

Firing Range Design - S+G designed and permitted the construction of a Sheriff's Department firing range on top of a closed MSW landfill. This facility is currently under construction.

Client Reference: Harnett County Solid Waste Department
Mr. Chad Beane, Solid Waste Director
910.814.6004
cbeane@harnett.org

HARNETT COUNTY - ANDERSON CREEK LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Landfill Gas Monitoring
- » Water Quality Monitoring
- » Transfer Station Permit Renewal



SPRING LAKE, NORTH CAROLINA / 2013 - PRESENT

Site Description - The Anderson Creek Landfill Facility includes closed unlined MSW and C&D landfills, an open C&D landfill, and a transfer station.

C&D Landfill Expansion Permit - S+G designed and permitted an expansion for the C&D landfill at this facility.

Transfer Station Permit Renewal - S+G prepared the renewal permit for the active transfer station at this facility.

Environmental Evaluation and Monitoring - S+G performs semi-annual water quality monitoring and reporting and quarterly landfill gas monitoring and reporting at the site.

NPDES Monitoring and Reporting - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

Client Reference: Harnett County Solid Waste Department
Mr. Chad Beane, Solid Waste Director
910.814.6004
cbeane@harnett.org

KEY PERSONNEL

EMPLOYEE OWNED

One major difference with our firm is that the staff that comprise the experience demonstrated in this proposal package are primarily the owners and officers of our firm and are the same professionals that will work directly with you.



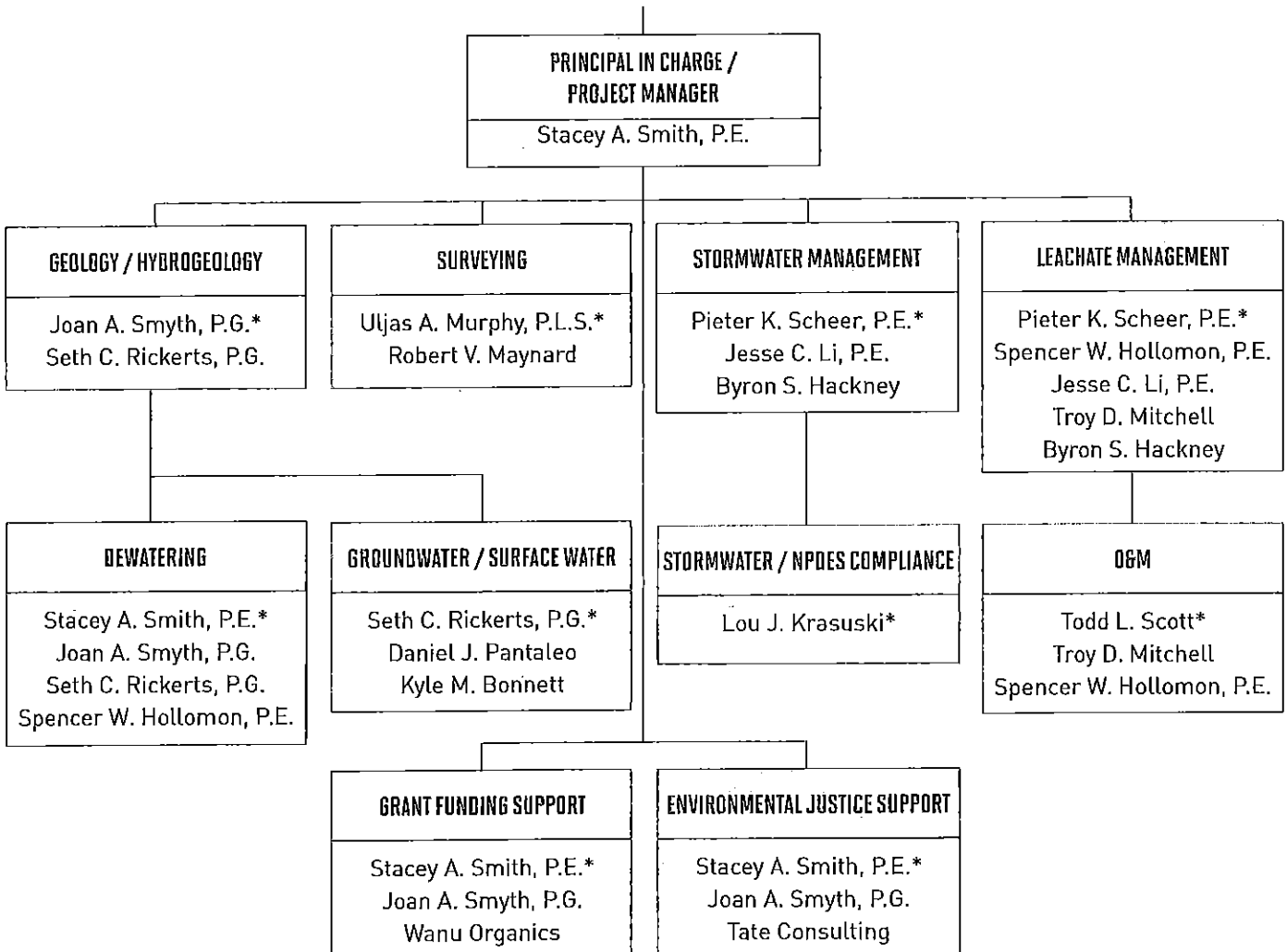
ORGANIZATION CHART

S+G's dedication to the solid waste consulting industry and the commitment of our staff to our clients has created an unequalled firm for solid waste solutions. We are proud of the relationships that we hold with our clients and the rapport we foster with the regulatory community.

Below is our organizational chart for this project outlining key personnel for each area of expertise. Stacey Smith, P.E. will serve as Principal in Charge and Project Manager for the County. Included in this section are the selected resumes of key individuals for this project. Additional information on our staff and resumes of individuals not included here can be found at: www.smithgardnerinc.com.



*Task Leader



KEY PERSONNEL

STACEY A. SMITH, P.E.

Senior Engineer - Raleigh, NC

Academic Credentials:

B.S. Civil Engineering (Construction), 1992
North Carolina State University, Raleigh, NC
M.C.E. Civil Engineering (Geotechnical), 2004
North Carolina State University, Raleigh, NC

Duties:

2006 - Present - President
2000 - Present - Board of Directors

Professional Credentials:

Professional Engineer - AR, CT, DC, FL, GA, IL, IA, LA,
MD, MI, MO, NC, OK, PA, SC,
TN, TX, USVI, VA, WI, NCEES
& USCEIP

Employment Record:

1996 - Present - Smith Gardner, Inc. (formerly G.N.
Richardson & Associates, Inc.)
1995 - 1996 - S.T. Wooten Corporation (STW)
1992 - 1995 - Hazen & Sawyer, PC.
1991 - 1992 - G.N. Richardson & Associates, Inc.

Principal Areas of Expertise:

Solid Waste Landfill Siting and Design
Renewable Energy Development
Landfill Gas Collection System Design &
Management
Environmental Remediation
Construction Management and Administration

Professional Activities:

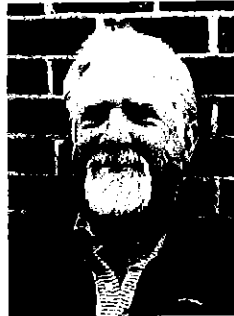
American Society of Civil Engineers (ASCE)
Professional Engineers of North Carolina (PENC)
Solid Waste Association of North America (SWANA)
North Carolina Board of Examiners for Engineers &
Surveyors (Emeritus)
Environmental Research and Education Foundation
(EREF)
NC State University Industry Advisory Board (Past
Chair)

Selected Publications & Presentations:

Smith, Stacey A., "Responsible Charge" The North
Carolina Bulletin, October 2016, North
Carolina Board of Examiners for Engineers and
Surveyors.

Richardson, G.N., Smith, Stacey A. and Scheer, Pieter
K., "Active LFG Gas Control: An Unreliable Aid
to Stability", Proceedings from the First Pan
American Geosynthetics Conference 2-5
March 2008, Cancun, Mexico; SC SWANA
Conference 18-20 May 2016

Smith, Stacey A. and Smyth, Joan A., "Passive
Acquifer Mining for Landfill Expansion". North
Carolina Section Annual Meeting, 26 Sept.
2006, American Society of Civil Engineers



Mr. Smith brings a career of design, construction and operational experience in all aspects of solid waste management and remediation. He specializes in unique challenges of waste recovery, special construction, renewable energy systems, and containment systems. His work includes siting, design, permitting, construction, operations and closure services.

Mr. Smith has demonstrated throughout his career a bottom-up approach, beginning as a technician with GNRA and then advancing to managing partner with now, Smith Gardner.

He has provided services for public and private clients throughout the industry both locally and nationally. Mr. Smith has managed solid waste facility elements such as containment systems, leachate management and recirculation, site infrastructure, final cover systems, landfill gas collection and control, groundwater recovery, compost systems, and special waste applications. Mr. Smith has been integral to our company for his ability to design and permit these elements as well as providing "hands-on" field assistance during implementation.

Mr. Smith strives to bring a technical competency to projects for the clients benefit. This is demonstrated in the Sampson County Landfill Gravity Groundwater Intercept (GGI) project. The GGI system recognized, and took advantage of, medium to coarse sand veins throughout the site to implement a large scale (200 Acre) dewatering project. The GGI system lowered the site base grades by 20 feet, providing necessary soil resources, improved stability, and increased site volume.

Mr. Smith has been active in the development of numerous waste material recovery and re-utilization projects. These include excavation of older LCID landfills for wood waste recovery and processing, a Superfund landfill project in Columbia, SC that won EPA's Excellence in Site Reuse Award, compost material enhancement on landfill covers, utilizing waste paint in alternate daily cover, and has completed numerous landfill gas to energy and solar projects. Resource recovery is at the forefront of his project development.

He continues to assist the needs of our industry through advancement of research, technology and innovation. Most recently, he is participating as the engineering representative on NC's 2022 Statewide Mapping Advisory Committee reference frame working group and works with N.C. State University on research to improve transfer station tipping floors.

Mr. Smith strives to be a leader in industry through active involvement with organizations and institutions such as the Environmental Research and Education Foundation (EREF) Research Council, and assistance with the NC State University Department of Civil, Construction and Environmental Engineering Industry Advisory Board. He maintains an active collaboration with the students and department to advocate research in the industry. He also does committee work with NCEES and is an Emeritus member of the NC Board of Examiners for Engineers and Surveyors.


KEY PERSONNEL
JOAN A. SMYTH, P.G., RSM

Senior Hydrogeologist - Raleigh, NC

Academic Credentials:

B.S. Hydrogeology, 1988
Northern Arizona University, Flagstaff, AZ

Duties:

2016 - Present - Vice President
2010 - Present - Board of Directors
1998 - Present - Secretary

Professional Credentials:

Professional Geologist - NC, SC
Registered Site Manager - NCDEQ's IHSB
Registered Environmental Consultant Program
40 Hour Health and Safety Training (29CFR1910)

Employment Record:

1994 - Present - Smith Gardner, Inc.
1992 - 1994 - ATEC Associates, Incorporated
1989 - 1992 - International Technology Corporation

Principal Areas of Expertise:

Aquifer investigation and characterization
Ground water assessment and remediation

Professional Activities:

Solid Waste Association of North America - PFAS Group
NCDEQ Rule Review Committee - Environmental Monitoring Rules
Appalachian State University - Adjunct Research and Teaching Professor, Department of Geological and Environmental Sciences
Association of State Boards of Geology - Council of Examiners

Selected Publications & Presentations:

"Who Will Take My Leachate"
NC Solid Waste Assoc. of America (SWANA) Conference, 2023

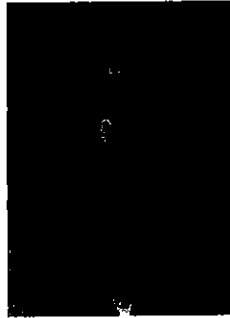
"PFAS and the Body"
NC Solid Waste Assoc. of America (SWANA) Conference, 2022

"Non-PFAS Emerging Contaminants"
NC SWANA Conference, 2022

"1,4 Dioxane, What Do We Know?"
Association of Environmental and Engineering Geologists (AEG) Webinar, 2021

"Post-Closure Monitoring Can We Be Done Yet?"
SC SWANA Conference, 2018

"Landfills and Groundwater - A Case Study of Impact in North Carolina", (Smyth, J.A. and German, M. M.), AEG, 2016



Ms. Smyth oversees hydrogeological investigations for a variety of clients in the region which include subsurface investigations for solid waste facility siting and permitting. Her water quality assessment experience extends from underground storage tank removal to contaminant delineation at pre-regulatory landfill facilities. Her remediation experience includes monitored natural attenuation, in-situ remediation, source removal, and groundwater extraction and ex-situ remediation. Her current focus is on emerging contaminants.

Ms. Smyth has extensive experience in geological and hydrogeological site evaluations for facility permitting and design. This experience includes design of subsurface investigations to understand complex hydrogeology and design and installation of groundwater monitoring networks. These investigations have included various drilling and sample collection techniques, both surface and "downhole" geophysical studies, evaluation of geologic data, collection and evaluation of groundwater flow data, and groundwater quality evaluation.

Ms. Smyth's assessment experience includes collection and evaluation of background and downgradient water quality data, design, performance and evaluation of aquifer pumping tests, design of sentinel monitoring systems, the use of statistics and public data sources to establish naturally occurring conditions within aquifers, and assessment of corrective measures. Due to her experience with waste facilities and superfund, she is a Registered Site Manager (RSM) under the North Carolina Dept. of Environmental Quality's (NCDEQ) Registered Environmental Consultant (REC) program.

Her soil and groundwater remediation expertise include preparation of feasibility studies, design of groundwater recovery and remediation systems and design passive landfill gas recovery systems. She has also designed air sparging remediation systems coupled with vapor recovery for the remediation of volatile organic compounds from groundwater and soil.

Ms. Smyth's recent projects include identification, determination of waste limits, and evaluation of impact from pre-regulatory landfills, emergency response to landfill gas off-site migration, and evaluation of emerging contaminants including 1,4 Dioxane and PFAS at a variety of sites.

Ms. Smyth is a founding member of the Solid Waste Association Landfill Liquids PFAS group which focuses on PFAS and other emerging contaminants, and the impact of these constituents. She is currently focused on assisting clients in evaluating remedial strategies to lessen the impacts these recalcitrant constituents create.

KEY PERSONNEL

PIETER K. SCHEER, P.E.

Senior Engineer - Raleigh, NC

Academic Credentials:

B.S. Civil Engineering, 1990
North Carolina State University, Raleigh, NC
M.S. Civil Engineering, 1992
North Carolina State University, Raleigh, NC

Duties:

2012 - Present – Vice President
1996 - Present – Board Member

Professional Credentials:

Professional Engineer – NC, SC, VA
OSHA 40-Hour Health and Safety Training
(29 CFR.1910.120)

Employment Record:

1994-Present – Smith Gardner Inc.
1993-1994 – Harding Lawson Associates
1992-1993 – Hazen & Sawyer, PC.

Principal Areas of Expertise:

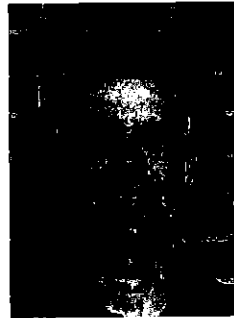
Landfill Containment and Closure Design
Geotechnical Engineering
Construction Administration
Construction Quality Assurance (CQA)

Professional Activities:

American Society of Civil Engineers
American Society for Testing and Materials D35
Committee
Environmental Research and Education Foundation
(EREF) Research Council
Solid Waste Association of North America

Selected Publications & Presentations:

Richardson, G.N., and Scheer, P.K. (2003), "Design of Geomembrane Protective Rainsheets", GFR, Sept., 2003, pp. 16-19.
Richardson, G.N., Mills, G.G., and Scheer, P.K. (2004), "Geocomposite Drains in Paper-Pulp Landfill Covers", GFR, June, 2004, pp. 32-35.
Richardson, G.N., and Scheer, P.K. (2006), "The Enhancement of Interface Shear Strength Between Two Nonwoven Geotextiles", Geosynthetics, April-May, 2006, pp. 10-16.
Richardson, G.N., Smith, S.A., and Scheer, P.K. (2008), "Active Gas Control: An Unreliable Aid to Veneer Stability", Proceedings from the First Pan American Geosynthetics Conference, 2-5 March 2008, Cancun, Mexico.



Mr. Scheer has over 30 years' experience with the siting, design, permitting, and construction of lined landfill containment cells and closures, including the design of multiple piggyback (waste-over-waste) landfills, and has extensive knowledge in the preparation of bid and construction issue documents and in managing construction administration and quality assurance activities.

Mr. Scheer has served as the lead design engineer and project manager for numerous lined Subtitle D municipal solid waste (MSW), construction and demolition debris (C&D), and industrial landfills. Typical project design and permitting experience on each facility includes the design of facility components (design of liner, final cover, and leachate management systems, LFG system design, stormwater analyses, geotechnical evaluations, and site layout and phasing), preparation of permit documents and coordination/interface with regulatory agencies, and the coordination/supervision of staff engineers, civil designers/draftsmen, and subconsultants. Typical project construction experience includes the preparation of bid and construction issue documents (specifications, CQA manuals, drawings, bid forms, etc.), managing bid procurement, performing construction administration, managing CQA activities, and preparation of CQA reports.

Mr. Scheer routinely performs construction and operations cost estimates and economic forecasting/financial analysis for both public and private clients.

He has significant experience with waste geotechnics (slope stability, settlement, etc.) and the design and construction of piggyback (over waste) liner systems. Mr. Scheer has also performed eighteen alternative liner evaluations throughout the Southeast/Mid-Atlantic.

Mr. Scheer also has significant experience with landfill gas (LFG) collection and control systems and pipelines. This experience includes design, permitting, bid procurement, and construction services (administration and CQA) for numerous wellfields and blower/flare stations. His pipeline experience includes design and obtaining all approvals for a cased pipeline installed within a railroad right of way.

Mr. Scheer serves as S+G's quality control/quality assurance (QC/QA) manager. He was the principal author of S+G's QC/QA Manual (first edition completed in 2015) and is in charge of performing regular company training related to internal QC/QA processes and overall work flow. Mr. Scheer also routinely reviews and updates company standard documents and templates.

KEY PERSONNEL

SPENCER W. HOLLOMON, P.E.

Staff Engineer - Raleigh, NC

Academic Credentials:

B.S. Civil Engineering, 2014
North Carolina State University, Raleigh, NC
M.C.E Civil Engineering, 2016
North Carolina State University, Raleigh, NC

Professional Credentials and Certifications:

Professional Engineer - NC, SC, GA
OSHA 40 Hour Hazardous Waste Operations
Landfill Gas (LFG) Systems
Leachate Management Systems
Stormwater Management
Permitting
Civil/Site Analysis

Employment Record:

2013 - Present - Smith Gardner, Inc.

Areas of Expertise:

Civil Site Analysis
Construction Quality Assurance (CQA)
Waste Characterization
Leachate Management
Stormwater Management
Site Permitting

Professional Activities:

American Society of Civil Engineers (ASCE)
Solid Waste Association of North America (SWANA)



Mr. Hollomon has experience in landfill permitting and design, construction bidding and administration, on-site construction quality assurance and preparation of CQA reports. Mr. Hollomon also has experience with civil site analysis, leachate collection system design, closed landfill inspection and waste characterization studies. His environmental experience includes landfill gas extraction system well field management, landfill gas and water quality monitoring.

Mr. Hollomon has worked in solid waste industry since his attendance at North Carolina State University, where he received a Bachelors and Master's degree in Civil Engineering. His career began as an intern with Smith Gardner, Inc., eventually becoming a full-time employee.

He has provided services for both public and private clients across the southeast for design, permitting, construction administration, and construction quality assurance. His first project experience began as a construction quality assurance representative at a landfill in Georgia, where he gained valuable construction experience which he incorporates into his designs.

Mr. Hollomon's design work is mainly focused around landfills, including design, permitting, leachate management, stormwater management, landfill gas management, and facility evaluation; however, he has also provided support for compost facilities, convenience centers, transfer stations, industrial facilities, and general site development for facilities throughout North Carolina, South Carolina, and Georgia.

Mr. Hollomon uses his knowledge from different aspects of the solid waste industry to provide clients with solutions for material management and reducing overall disposal. Mr. Hollomon has helped to design and permit several material processing facilities, including composting of organics, at Land Clearing and Inert Debris (LCID) landfills to reduce the volume of disposal and provide an alternate revenue stream for clients.

He played an integral role in development of the Nelson Gardens Compost Facility in San Antonio, TX. Mr. Hollomon performed construction oversight and administration for the project. He implemented design plans for stormwater mitigation and compost pad construction. Mr. Hollomon was also responsible for permitting for the compost facility project.

Mr. Hollomon prides himself in supporting clients from the initial stages of design through construction and to operations.

KEY PERSONNEL

ULJAS A. MURPHY, PLS

Senior Surveyor- Raleigh, NC

Academic Credentials:

- A.S. Surveying Technology, 2010
White Mountains Community College,
Berlin, NH
- B.S. Geography, 2013
Appalachian State University, Boone, NC

Professional Credentials and Certifications:

- Professional Land Surveyor - NC, ME, TN
- Certified Floodplain Surveyor
- FAA Remote Pilot Certificate with Small Unmanned
Aerial Systems (sUAS) Rating

Employment Record:

- 2022 - Present - Smith Gardner, Inc.
- 2021 - 2022 - Draper Aden Associates
- 2010 - 2021 - Municipal Engineering
- 2008 - 2010 - Thaddeus Thorne

Principle Areas of Expertise:

- Boundary Surveying
- Volumetric Surveys
- Construction Surveys & Inspection
- Monitoring Surveys

Professional Activities:

- North Carolina Society of Surveyors



Mr. Murphy has worked with municipal and private landfill owners to find solutions to drainage, access, and many other issues necessary to maintain orderly and compliant operations. In addition to surveying tasks including, boundary, volumetric, and topographical surveys, he has provided detailed inspection services during fused-liner and leachate installation. He has also performed environmental services including groundwater and gas sampling.

Mr. Murphy coordinates and manages land surveying projects and is responsible for the scheduling of survey field and office personnel. His 15 years of experience includes boundary and construction surveying with a strong focus on engineering support. Mr. Murphy has worked throughout the Appalachians completing large and small boundary surveys, subdivisions, and ALTAs. His construction experience includes solid waste volumetric surveys, movement monitoring, multi-level building construction, dams monitoring, and general stakeout. His commitment to keeping up to date with constantly evolving measurement technologies continues to provide a high level of quality and responsiveness to his clients. A commercially licensed and practicing UAS operator, Mr. Murphy has translated thousands of acres of drone-based photogrammetric data into quality maps and volumetric surveys.

Mr. Murphy began his land surveying career learning the fundamentals of surveying and intricacies of boundary law. Work throughout Western North Carolina provided an opportunity to manage survey projects from initial client contact through completion. His boundary projects include the location of 16 miles of waterline in Richmond County, NC as well as mountain tracts of several hundred acres in size. Mr. Murphy has successfully navigated clients through the often difficult regulatory hurdles of land development. He has acted as liaison between developers and land owners, has helped clients procure easements, settle boundary disputes, and reach amicable agreements allowing projects to be completed on schedule.

Mr. Murphy has performed monitoring surveys on numerous buildings and structures, some of which have spanned multiple years. His expertise in statistical analysis and field surveying protocols helped him detect subsidence of less than one-sixteenth of an inch across a three-hundred thousand square foot, \$3-billion pharmaceutical manufacturing building in Clayton, NC. Working within surface mines, Mr. Murphy has performed monitoring surveys of critical structural walls directly impacting the safety and well-being of quarry personnel. His safety record is unblemished as he takes care to protect his staff and limit liability for his clients.

KEY PERSONNEL

SETH C. RICKERTS, P.G.

Project Geologist - Raleigh, NC

Academic Credentials:

B.S. Environmental Geology, 2015
 Appalachian State University, Boone, NC
 Professional ESRI GIS Certification
 Appalachian State University, Boone, NC

Professional Credentials:

Professional Geologist - NC
 Geographic Information Systems
 OSHA 40 Hour HAZWOPER

Employment Record:

2018 - Present - Smith Gardner, Inc.
 2016 - 2018 - TRIMAT Materials Testing

Areas of Expertise:

Groundwater Assessment and Remediation
 Geologic and Hydrogeologic Mapping
 Field Investigations, Sampling, and Coordination.
 ESRI GIS

Professional Activities:

USGS Volunteer



Mr. Rickerts coordinates and manages field activities between environmental field technicians, site directors, and laboratories. Mr. Rickerts specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Focusing on hydrogeology in school, Mr. Rickerts began his career in the construction industry inspecting and reporting on soils, asphalt, and other materials under AASHTO and ASTM standards. Mr. Rickerts now coordinates and manages field activities between environmental field technicians, site directors, and laboratories at the S+G Raleigh, NC office. He specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

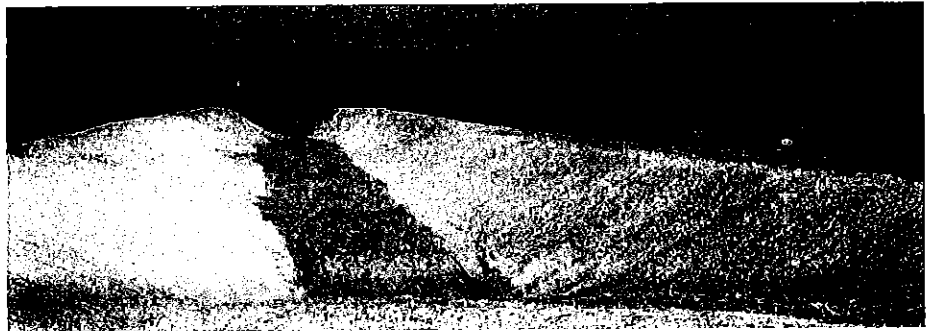
Graduating from Appalachian State University with a degree in environmental geology, Mr. Rickerts continues to pursue his passion for the environment. He has prepared Water Quality Monitoring Plans, Landfill Gas Monitoring Plans and installed monitoring networks at several landfill facilities. He has also performed water quality monitoring for detection, assessment and corrective action sites and has performed landfill gas probe monitoring at a variety of facilities.

Mr. Rickerts' experience includes collection and evaluation of landfill gas (LFG) and groundwater geochemical, hydrological, and spatial data. He has experience in groundwater and LFG assessment as well as remediation design and implementation including monitored natural attenuation, phytoremediation, and passive and active LFG collection systems. Mr. Rickerts also has experience with multiple field sampling techniques ranging from groundwater collection via bailers, pumps, and HydaSleeves to aquifer characteristic data via slug testing, and soil vapor surveys and gas measurements at a variety of lined and pre-regulatory solid waste sites. He works side by side with senior geologists, engineers, and closely with NCDEQ SWS representatives.

KEY PERSONNEL

ENVIRONMENTAL RESPONSIBILITY

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



CURRENT WORKLOAD AND AVAILABILITY

S+G staff is dedicated to providing quality service to our clients and being available to meet our client's needs. Based upon our understanding of the County's projects and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. The chart below shows S+G key staff's active projects of significance including completion dates. As shown, key staff have ample availability to support the County with this project.

Key Staff	Availability	Active Projects	Estimated Budget	Estimated Completion
Stacey A. Smith, P.E.	30%	Cumberland County Ann Street Landfill - Program Management of Various Solid Waste Projects	Various	Ongoing
		Private MSW Landfill, North Carolina - Reverse Osmosis Treatment System Permitting	\$150,000	Q1/2025
		Private C&D Landfill, South Carolina - Brownfield Development into New C&D Landfill - Permitting and Design	\$125,000	Q2/2024
Joan A. Smyth, P.G.	30%	Cumberland County Ann Street Landfill - Water Quality Evaluations/Report Preparation	\$20,000	Q2/2024
		Undisclosed Client PFAS Response	\$80,000	Ongoing
		Harnett County SWPPP Revision/Water Quality Evaluation	\$5,000	Q1/2024
		Chatham County Risk Based Closure Evaluation	\$25,000	Q1/2025
Pieter K. Scheer, P.E.	20%	Davidson County Landfill Expansion	\$100,000	Q1/2025
		Johnston County Landfill Closure	\$75,000	Q2/2024
		Terreva Renewables RNG Project	\$30,000	Q4/2024
		City of High Point Landfill Expansion	\$25,000	Q2/2024
		Harnett County Misc. Tasks	Various	Ongoing
Spencer W. Hollomon, P.E.	30%	Cumberland County LFG System Expansions and New Convenience Center	\$150,000	Q4/2024
		Cumberland County New Convenience Center	\$60,000	Q4/2025
		Private C&D Landfill Cell Construction and Permit Renewal	\$120,000	Q3/2025
		Private Landfill LFG System Expansion	\$140,000	Q2/2024
Uljas A. Murphy, P.L.S.	30%	Cumberland County Surveying - Various Projects	Various	Ongoing
		Private Landfill, NC - Surveying Work	\$10,000	Q1/2024
		Private Landfill, NC - Construction Surveying	\$35,000	Q1/2025
Jesse C. Li, P.E.	40%	Cumberland Co. Ann Street Landfill - Balefill permitting, Assembly Court Permitting, Balefill	Various	Ongoing
		South Wake Landfill Stormwater, leachate treatment, cell construction	\$200,000	Q3/2024
		ARBD Mine Permit Application	\$7,000	Q2/2024
Seth C. Rickerts, P.G.	40%	High Point C&D Landfill Permitting	\$3,500	Q3/2024
		Cumberland County Balefill Permitting	\$10,000	Q2/2024
		Cumberland County Water Quality Evaluations	\$25,000	Q2/2024
		Edgecombe County Water Quality Evaluation	\$17,000	Q2/2024
Lou Krasuski	35%	Surry County LFG Assessment	\$15,000	Q2/2024
		Warren County LCID Permitting	\$35,000	Q2/2024
		Durham LCID Permit Application	\$35,000	Q2/2024
		Bladen LCID Permit Application	\$35,000	Q2/2024
		SR&R Erosion Control/Driveway Permit Response to Comments	\$3,500	Q2/2024

GW = Groundwater, LFG = Landfill gas, PM = Project Manager, RNG = Renewable Natural Gas

APPENDIX A

FORMS AND REQUIRED DOCUMENTATION

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

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

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

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

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

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

VENDOR: Smith Gardner, Inc.		
STREET ADDRESS: 14 N. Boylan Avenue	P.O. BOX:	ZIP: 27603
CITY & COUNTY & ZIP: Raleigh, Wake County, 27603	TELEPHONE NUMBER: 919-828-0577	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Stacey A. Smith, P.E.	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE: 02/07/2024	EMAIL: stacey@smithgardnerinc.com

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

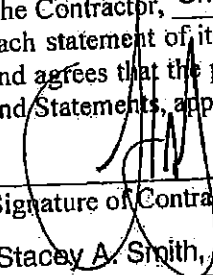
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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, and 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 Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, 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.

The Contractor, Smith Gardner, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Stacey A. Smith, P.E. President

Name and Title of Contractor's Authorized Official

02/07/2024

Date

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT
of Cumberland

State of North Carolina County

Stacey A. Smith, being first duly sworn, deposes and says that:

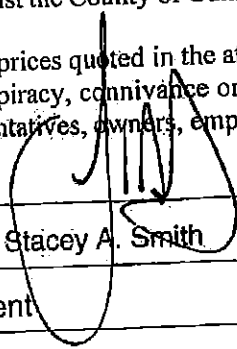
1. He/She is the President of Smith Gardner, Inc., the proposer that has submitted the attached proposal.

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature 

Printed Name: Stacey A. Smith

Title: President

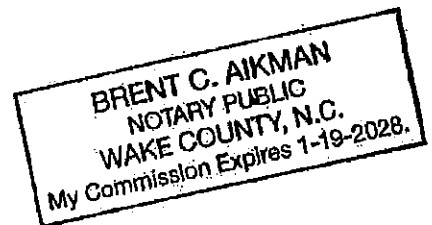
Date: 02/07/2024

Subscribed and Sworn to Before Me,

This 7th day of February, 2024

Notary Public Brent C. Aikman, Wake County, N.C.

My Commission Expires: 01/19/2028





**NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS**
4601 Six Forks Rd Suite 310
Raleigh, North Carolina 27609

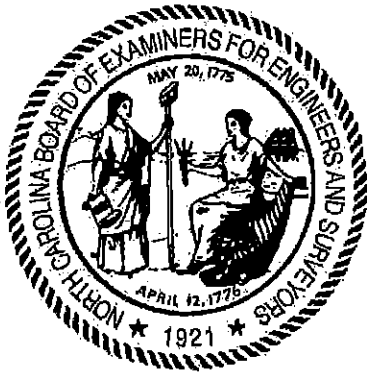
Smith Gardner, Inc.
14 N Boylan Avenue
Raleigh, NC 27603

This is to Certify that:

Smith Gardner, Inc. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice **engineering and land surveying** under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

This authorization must be renewed annually, and expires on June 30, 2024

License No. : F-1370



**THE NORTH CAROLINA BOARD OF
EXAMINERS FOR ENGINEERS
AND SURVEYORS**

Executive Director

POST IN PLACE OF BUSINESS

Issued 06/07/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

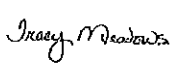
PRODUCER INSURE PO Box 31508 Raleigh, NC 27622	CONTACT NAME: Tracy Meadows PHONE (A/C, No, Ext): (919) 781-1115 E-MAIL ADDRESS: tmeadows@insure-nc.com	FAX (A/C, No): (919) 783-6427
	INSURER(S) AFFORDING COVERAGE	
INSURED Smith Gardner Inc 14 N Boylan Avenue Raleigh, NC 27603	INSURER A: Travelers Indemnity Company of Connecticut NAIC #: 25682	
	INSURER B: Travelers Property Casualty Company of America NAIC #: 25674	
	INSURER C: Travelers Indemnity Company of America NAIC #: 25666	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** COI - 2023-2024 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-1J560231	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680-1J560231	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-2A316636	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-5K522297	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER FOR INFORMATION ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER INSURE PO BOX 31508 RALEIGH NC 27622	CONTACT NAME: TRACY MEADOWS PHONE (A/C, No, Ext): (919) 781-1115 FAX (A/C, No): (919) 783-6427 E-MAIL ADDRESS: TMEADOWS@INSURE-NC.COM														
INSURED SMITH GARDNER INC 14 N BOYLAN AVENUE RALEIGH NC 27603	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: CONTINENTAL CASUALTY COMPANY</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CONTINENTAL CASUALTY COMPANY	20443	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: CONTINENTAL CASUALTY COMPANY	20443														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** COI 2022-2023 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">PER STATUTE</td> <td style="width: 50%; text-align: center;">OTH-ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$	
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT \$															
E.L. DISEASE - EA EMPLOYEE \$															
E.L. DISEASE - POLICY LIMIT \$															
A	PROFESSIONAL LIABILITY/ POLLUTION INCIDENT LIABILITY			EEH 13 333 52 62	08/21/2022	08/21/2023	PER CLAIM: \$5,000,000 AGGREGATE: \$5,000,000 DEDUCTIBLE: \$25,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER FOR INFORMATION ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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APPENDIX B SAM/EPLS LIST

Special Entis SMILE WALLET LTD				XUN				IKQJMT7A\Reciprocal	TREAS-OFAC	Prohibition; PI data has: 5/23/2019	indefinite	(falso) SMILES SMILEWALLET
Special Entis SMILEWALLETS, LLC				USA	WILMINGTON			MEGENSOF\Reciprocal	TREAS-OFAC	Prohibition; PI data has: 5/23/2019	indefinite	SMILEWALLET
Firm SMILES R US DENTAL GROUP, INC.	3983 NW 7TH ST., SUITE 101			USA	MIAMI FL		33125	GNDNFRC\Reciprocal	HHS Z1	Prohibition; Excluded by #####	indefinite	SMILES R US DENTAL GROUP, INC.
Firm SMILES R US DENTAL GROUP, INC.	3983 NW 7TH ST., SUITE 101			USA	MIAMI FL		33125	GNDNFRC\Reciprocal	OPM Z2	Prohibition/Restriction; 1/26/2004	indefinite	SMILES R US DENTAL GROUP, INC.
Special Entis SMILETRAVELS				XUN				PA9PHMXY\Reciprocal	TREAS-OFAC	Prohibition; PI data has: 5/23/2019	indefinite	(falso) SMILES SMILETRAVELS
Special Entis SMILEWALLET				XUN				VSCFYVLC\Reciprocal	TREAS-OFAC	Prohibition; PI data has: 5/23/2019	indefinite	SMILEWALLET
Special Entis SMILEWALLET B.V.	HERENGACHT 420			NLD	AMSTERDAM		1017BZ	NRWEXRP\Reciprocal	TREAS-OFAC	Prohibition; PI data has: 5/23/2019	indefinite	SMILEWALLET B.V.
Special Entis SMILEWALLETS, S.A.S.	CR 15 # 146 29 CASA 1			COL	BOGOTA D.C			PEF4JBLA\Reciprocal	TREAS-OFAC	Prohibition; PI data has: 5/23/2019	indefinite	SMILEWALLETS, S.A.S.
Special Entis SMILEWALLET, LLC	210 HILLSIDE CT.			USA	SAN ANTONIO			PPNPTCRK\Reciprocal	TREAS-OFAC	Prohibition; PI data has: 5/23/2019	indefinite	SMILEWALLET, LLC
Firm SMITH RENOVATIONS				USA	JAMESVILLE WI		53545	TLF4PH8P\Reciprocal	EPA H	Prohibition; Committed (7/15/2004)	indefinite	SMITH RENOVATIONS
Firm SMITH, GERARD FRANCES	3600 GUARD RD.			USA	LOMPOC CA		93436	FHZ4FO6H\Non-Procure	HHS Z	Prohibition; Excluded by #####	indefinite	SMITH, GERARD FRANCES
Firm SMITHFIELD INVESTMENTS, INC	5001 BERRYWOOD STAIR RD.			USA	FT. WORTH TX		76112	YTCMUDXZ\Non-Procure	HUDP R	Ineligible; Proceedings; 5/11/1993	indefinite	SMITHFIELD INVESTMENTS, INC
Vessel SMICOTH				XUN				Reciprocal	TREAS-OFAC	Prohibition; PI data has been mask	indefinite	SMICOTH
Vessel SMP ARBANGELSK				XUN				UW94G4K\Reciprocal	TREAS-OFAC	Prohibition; PI data has: 5/8/2022	indefinite	SMP ARBANGELSK
Special Entis SMP BANK				RUS	MOSCOW		115085	H6Z4G6K\Reciprocal	TREAS-OFAC	Prohibition; PI data has been mask	indefinite	SMP BANK
Special Entis SMP BANK OPEN JOINT-STOCK COMPANY	71/11 SAOONICHESKAYA STREET			XUN				CBLLU7V\Reciprocal	TREAS-OFAC	Prohibition; PI data has been mask	indefinite	SMP BANK OPEN JOINT-STOCK COMPANY
Vessel SMP NOVODVINSK				XUN				UW4VX8U\Reciprocal	TREAS-OFAC	Prohibition; PI data has: 5/8/2022	indefinite	SMP NOVODVINSK
Vessel SMP SEVERODVINSK				XUN				UWDSRNS\Reciprocal	TREAS-OFAC	Prohibition; PI data has: 5/8/2022	indefinite	SMP SEVERODVINSK
Special Entis SMP TECHNOOL				XUN				CONETWYN\Reciprocal	ARMY	Ineligible; Proceedings; 6/20/2019	6/20/2019	SMP TECHNOOL
Firm SNAP OFFICE SUPPLIES, LLC	6F CHEU CHEU-00			USA	SEOUL		23146	L4CYKWX\Reciprocal	EPA	Ineligible; Proceedings; 9/7/2023	indefinite	SNAP OFFICE SUPPLIES, LLC
Special Entis SNAB 40	2412 GRAY SUITE 2			RUS	ROCKVILLE VA		628400	097VAC44\Reciprocal	TREAS-OFAC	Prohibition; PI data has: 1/26/2018	indefinite	SNAB 40
Special Entis SNAPER AFRICA	19 KUKUREVITSKO GO STREET			ZAF	SURGUT		2101	US73TKLB\Reciprocal	TREAS-OFAC	Prohibition; PI data has been mask	indefinite	SNAPER AFRICA
Special Entis SNAPER OUTDOOR CC	P.O. BOX 28215			USA	KENNINGTON			FRNSWUCI\Reciprocal	TREAS-OFAC	Prohibition; PI data has been mask	indefinite	SNAPER OUTDOOR CC
Special Entis SNAPER OUTDOORS CC				USA	XX			Y9ZLEY13H\Reciprocal	TREAS-OFAC	Prohibition; PI data has been mask	indefinite	SNAPER OUTDOORS CC
Vessel SO BAEK SAN				XUN	XX			Reciprocal	TREAS-OFAC	Prohibition; PI data has: #####	indefinite	SO BAEK SAN
Special Entis SO TVERNETTEPRODUCT 000	6 NOVOTORZHSKAYA ULITS			RUS	TVER			DBZ4P742\Reciprocal	TREAS-OFAC	Prohibition; PI data has: 1/26/2018	indefinite	SO TVERNETTEPRODUCT 000



SOLID WASTE MANAGEMENT

**MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: AMANDA L. BADER, PE, GENERAL MANAGER FOR NATURAL
RESOURCES**

DATE: 6/5/2024

**SUBJECT: ONSITE FUEL SUPPLY CONTRACT AMENDMENT FOR SOLID
WASTE**

Requested by: CLARENCE GRIER, COUNTY MANAGER

**Presenter(s): AMANDA L. BADER, PE, GENERAL MANAGER FOR NATURAL
RESOURCES**

BACKGROUND

The Onsite Fuel Supply Contract for Solid Waste Department was approved by the Board of Commissioners on November 20, 2023, with a not to exceed amount of \$327,500 for the Fiscal Year 2024 contract term. There has been an increase in the required amount of fuel and in price. The contract amendment is to cover the cost for fuel until June 30, 2024. The revised contract amount is \$447,500. Funding is available within the Solid Waste budget.

The contract amendment has undergone pre-audit and has been deemed legally sufficient by the County Legal Department.

RECOMMENDATION / PROPOSED ACTION

Staff recommend the proposed actions be placed on the June 17, 2024 Board of Commissioners meeting consent agenda :

1. Approve the contract amendment with Colonial Oil Industries, Inc.
2. Allow the Chairman to execute the contract on behalf of the County.

ATTACHMENTS:

Description

Contract Amendment

Type

Backup Material

STATE OF NORTH CAROLINA

CONTRACT CHANGE ORDER

COUNTY OF CUMBERLAND

**First Amendment to the Service Agreement for onsite fuel services between
Cumberland County, as "Owner",
and Colonial Oil Industries, Inc., as "Contractor"**

Whereas, Cumberland County, as Owner, and Colonial Oil Industries Inc., as Contractor, have entered into a Contract for onsite fuel tanks and fuel delivery services at the Owner's Ann Street and Wilkes Road Location dated January 1st, 2024 – June 30th, 2024;

Whereas, there has been an increase in the required amount and in the price for fuel within the Solid Waste Landfill Locations;

Now therefore, in order to cover the cost per gallon delivered by the CONTRACTOR:

Item 5. of the CONTRACT add the following:

For FY 2024, the amount not to exceed is \$447,500.00.

Witness our hands and seals on the date indicated for each.

Attest

COUNTY OF CUMBERLAND

BY: _____
Andrea Tebbe, Clerk to the Board

_____ Date: _____
Glenn Adams, Chairman
Board of County Commissioners

Attest

Colonial Oil Industries, Inc.

BY: Wes Wrenn 5/13/24
Wes Wrenn
Account Manager

Don McKee Date: 5-13-2024
D. McKee
Director of Sales

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

Approved for Legal Sufficiency upon formal execution by all parties:

BY: [Signature]
County Finance Director

BY: [Signature] Date: 6/5/24
County Attorney's Office

CONTRACT#: 2024 281



ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP

**MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRIAN HANEY, ASSISTANT COUNTY MANAGER FOR GENERAL GOVERNMENT & STEWARDSHIP

DATE: 6/7/2024

SUBJECT: UPDATED COMMISSIONER BIO FORMAT ON COUNTY WEBSITE

Requested by: GLENN ADAMS, CHAIRMAN, CUMBERLAND COUNTY BOARD OF COMMISSIONERS

Presenter(s): BRIAN HANEY, ASSISTANT COUNTY MANAGER FOR GENERAL GOVERNMENT & STEWARDSHIP

BACKGROUND

Cumberland County Board of Commissioners Chairman Glenn Adams requested that staff develop an updated format to convey biographical information for County Commissioners on the County's website to include a drop-down menu that provides information related to specific categories.

Public Information Office (PIO) and Innovation & Technology Services (ITS) staff have worked to implement a proposed format based on this request, which will be shared with the Board of Commissioners. Following the presentation, commissioners will be asked to provide PIO staff with the information necessary to update their biographical information in the new format.

RECOMMENDATION / PROPOSED ACTION

No formal action necessary, presentation is for informational purposes.



RISK MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JULIE A. CRAWFORD, BENEFITS CONSULTANT

DATE: 5/28/2024

SUBJECT: HEALTH INSURANCE UPDATE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): N/A

BACKGROUND

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

Total health insurance claims plus the fully insured premium amount for FY24 are up 5.93% for the month of April as compared to the same month in FY23. To provide some perspective, below is the ten-month average for the past five fiscal years. This average represents the average monthly year-to-date claims for each fiscal year and includes the fully insured premium for fiscal years 21, 22, 23 and 24. Additionally, graphs are provided in the attachment to aid in the analysis.

Year to date claims and premium payment through April	\$20,976,547
Less year to date stop loss credits	(\$1,160,172)
Net year to date claims and premium payment through April	\$19,816,375

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

FY20 \$1,582,734

FY21 \$1,648,647

FY22 \$2,153,846

FY23 \$1,938,143

FY24 \$2,097,655

RECOMMENDATION / PROPOSED ACTION

Information only – no action needed

ATTACHMENTS:

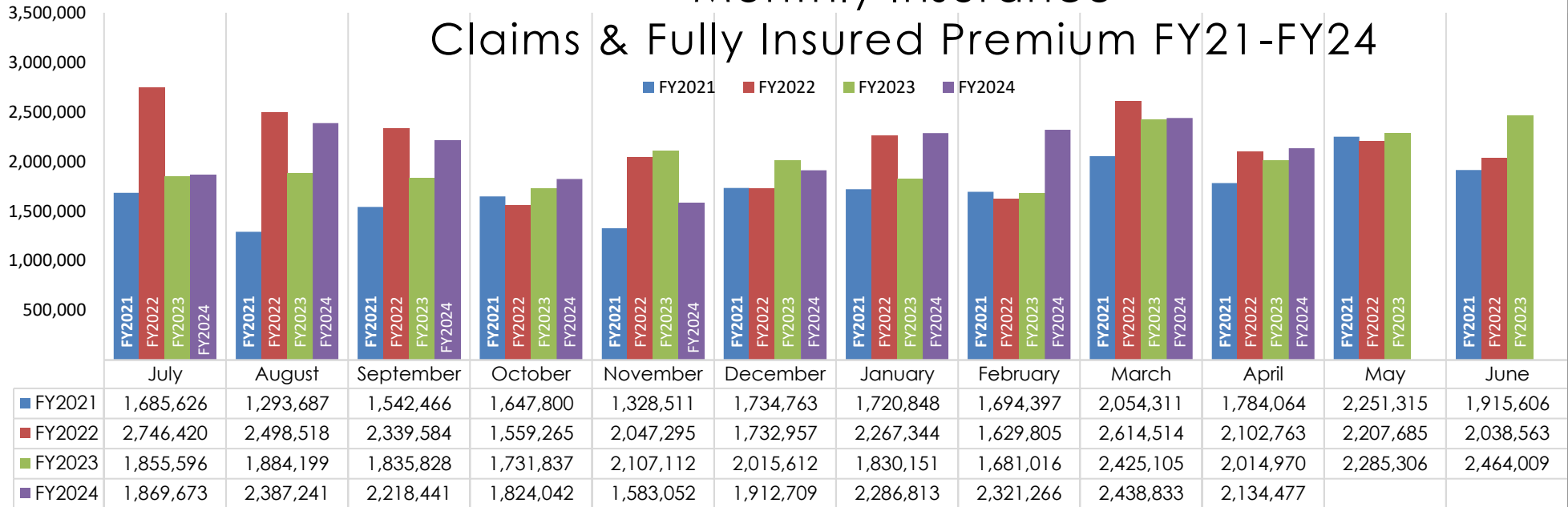
Description

Health Insurance Graphs

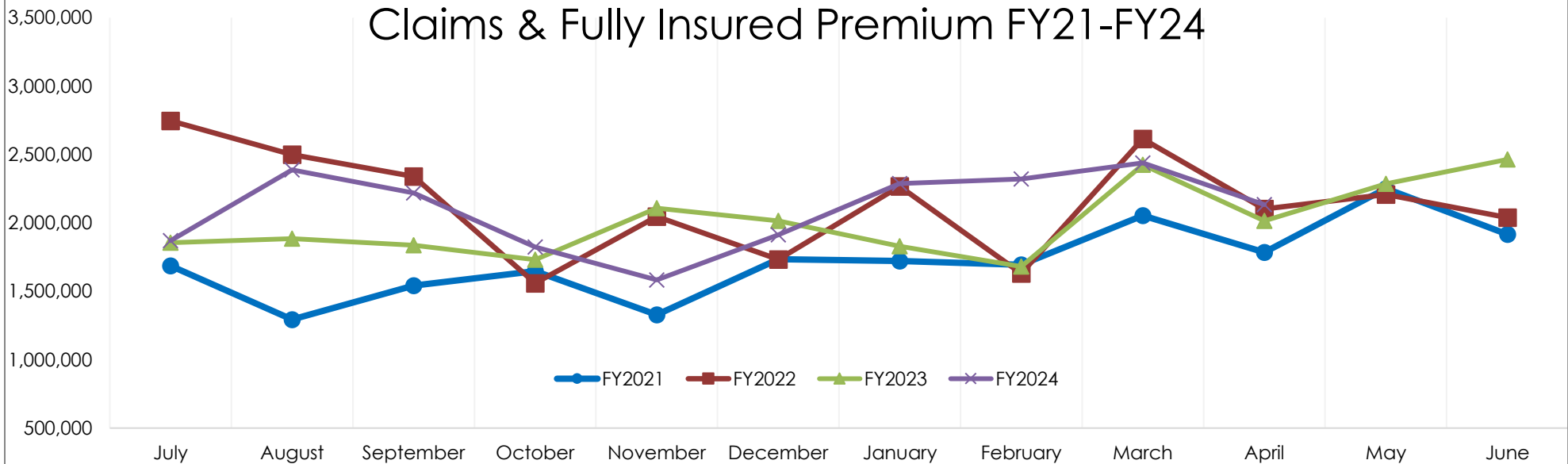
Type

Backup Material

Monthly Insurance Claims & Fully Insured Premium FY21-FY24



Monthly Insurance Claims & Fully Insured Premium FY21-FY24





FINANCE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRIAN HANEY, ASSISTANT COUNTY MANAGER FOR GENERAL GOVERNMENT & STEWARDSHIP/INTERIM FINANCE DIRECTOR

DATE: 5/30/2024

SUBJECT: FINANCIAL REPORT

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): N/A

BACKGROUND

The attached financial report shows results of the General Fund for fiscal year 2024, April year-to-date. Additional detail has been provided on a separate page explaining percentages that may appear inconsistent with year-to-date budget expectations.

RECOMMENDATION / PROPOSED ACTION

No action needed. Report provided for information and discussion purposes only.

ATTACHMENTS:

Description	Type
Monthly Financial Report	Backup Material

**County of Cumberland
General Fund Revenues**

REVENUES	FY22-23 AUDITED	FY23-24 ADOPTED BUDGET	FY23-24 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF April 30, 2024	PERCENT OF BUDGET TO DATE	*
Ad Valorem Taxes						
Current Year	\$ 173,008,171	\$ 174,316,451	\$ 174,316,451	\$ 176,329,089	101.2%	(1)
Prior Years	1,227,090	1,274,781	1,274,781	851,269	66.8%	
Motor Vehicles	25,322,735	27,054,585	27,054,585	19,381,724	71.6%	(2)
Penalties and Interest	903,988	732,162	732,162	740,408	101.1%	
Other	1,040,783	1,150,355	1,150,355	1,041,095	90.5%	
Total Ad Valorem Taxes	<u>201,502,767</u>	<u>204,528,334</u>	<u>204,528,334</u>	<u>198,343,585</u>	<u>97.0%</u>	
Other Taxes						
Sales	62,946,775	66,330,475	66,330,475	37,074,324	55.9%	(3)
Real Estate Transfer	2,620,117	2,200,000	2,200,000	1,563,026	71.0%	
Other	842,915	832,262	832,262	295,226	35.5%	
Total Other Taxes	<u>66,409,807</u>	<u>69,362,737</u>	<u>69,362,737</u>	<u>38,932,575</u>	<u>56.1%</u>	
Unrestricted & Restricted Intergovernmental Revenues	69,259,446	72,884,504	82,699,431	48,324,961	58.4%	(4)
Charges for Services	14,807,065	13,391,478	14,238,966	11,423,030	80.2%	(5)
Other Sources (includes Transfers In)	27,571,906	10,738,371	6,963,812	11,467,583	164.7%	
Lease Land CFVMC	4,532,728	4,532,728	4,532,728	4,765,496	105.1%	
Total Other	<u>32,104,634</u>	<u>15,271,099</u>	<u>11,496,540</u>	<u>16,233,079</u>	<u>141.2%</u>	
Total Revenue	<u>\$ 384,083,719</u>	<u>\$ 375,438,152</u>	<u>\$ 382,326,008</u>	<u>\$ 313,257,231</u>	<u>81.9%</u>	
Fund Balance Appropriation		6,454,775	59,624,352	-	0.0%	
Total Funding Sources	<u>\$ 384,083,719</u>	<u>\$ 381,892,927</u>	<u>\$ 441,950,360</u>	<u>\$ 313,257,231</u>	<u>70.9%</u>	

**County of Cumberland
General Fund Expenditures**

DEPARTMENTS	FY22-23	FY23-24	FY23-24	YTD ACTUAL	PERCENT OF	**
	AUDITED	ADOPTED BUDGET	REVISED BUDGET	(unaudited) AS OF April 30, 2024	BUDGET TO DATE	
Governing Body	\$ 742,015	\$ 737,485	\$ 748,620	\$ 604,659	80.8%	
Administration	2,407,803	2,981,741	2,981,741	1,770,865	59.4% (1)	
Public Information	1,313,573	1,789,756	1,829,490	1,209,866	66.1%	
Human Resources	1,105,075	1,350,074	1,350,074	1,040,658	77.1%	
Court Facilities	135,296	144,720	239,596	104,333	43.5% (2)	
Facilities Maintenance	1,237,443	1,261,435	1,282,549	980,042	76.4%	
Landscaping & Grounds	829,912	789,040	789,040	541,772	68.7%	
Carpentry	218,434	234,055	234,055	194,358	83.0%	
Facilities Management	1,487,165	1,595,264	1,595,264	1,285,108	80.6%	
Public Buildings Janitorial	1,034,473	1,276,630	1,276,630	969,739	76.0%	
Central Maintenance	3,720,304	4,423,015	5,579,743	3,553,130	63.7%	
Innovation & Technology Services	7,302,362	9,229,693	9,430,063	6,993,405	74.2%	
Board of Elections	1,221,913	1,885,321	1,885,321	1,367,189	72.5%	
Financial Services	1,487,150	1,568,394	1,568,394	1,148,008	73.2%	
Legal	1,107,578	1,321,291	1,321,291	1,021,499	77.3%	
Register of Deeds	2,613,490	2,799,411	3,240,177	1,978,680	61.1%	
Tax	7,139,112	7,325,216	7,365,716	5,786,240	78.6%	
Debt Service	336,850	-	-	-	0.0%	
General Government Other	5,069,712	6,489,381	14,387,570	4,286,056	29.8% (3)	
Sheriff	55,631,240	59,905,448	62,983,971	41,210,804	65.4%	
Emergency Services	4,644,689	5,076,820	5,282,101	3,678,861	69.6%	
Adult Drug Treatment Court	-	-	962,689	-	0.0% (4)	
DWI Court	-	-	149,845	58,064	38.7% (5)	
Justice Services	642,262	742,383	758,149	562,595	74.2%	
Youth Diversion	38,013	37,691	37,691	30,323	80.5%	
Veterans Treatment Court	-	-	948,996	-	0.0% (6)	
Animal Services	3,921,983	4,493,335	4,577,915	3,129,872	68.4%	
Public Safety Other (Medical Examiners, NC Detention Subsidy)	1,437,673	2,034,642	3,249,862	1,533,658	47.2% (7)	
Health	26,919,350	33,250,408	36,819,551	25,844,842	70.2%	
Mental Health	5,536,157	5,717,199	5,717,199	5,278,438	92.3%	
Social Services	56,096,221	70,087,126	71,563,457	44,075,942	61.6%	

**County of Cumberland
General Fund Expenditures**

DEPARTMENTS	FY22-23	FY23-24	FY23-24	YTD ACTUAL	PERCENT OF	**
	AUDITED	ADOPTED BUDGET	REVISED BUDGET	(unaudited) AS OF April 30, 2024	BUDGET TO DATE	
Veteran Services	604,817	603,701	604,721	528,514	87.4%	
Child Support	5,525,083	6,227,054	6,227,054	4,851,631	77.9%	
Spring Lake Resource Administration	30,265	61,649	81,649	50,142	61.4%	
Library	11,263,871	11,605,594	12,402,476	8,785,724	70.8%	
Culture Recreation Other (Some of the Community Funding)	260,569	459,923	459,923	106,173	23.1%	(8)
Planning	3,181,344	3,606,363	3,646,789	2,784,898	76.4%	
Engineering	568,037	2,422,932	2,431,021	468,019	19.3%	(9)
Cooperative Extension	758,745	865,386	865,386	593,576	68.6%	
Location Services	241,407	237,473	237,473	200,125	84.3%	
Soil Conservation	1,155,340	590,634	1,781,415	542,415	30.4%	(10)
Public Utilities	103,625	104,723	104,723	89,765	85.7%	
Economic Physical Development Other	113,990	20,000	1,219,600	1,074,021	88.1%	
Economic Incentive	276,652	468,126	468,126	30,126	6.4%	(11)
Water and Sewer	1,569	100,000	200,843	75,096	37.4%	(12)
Education	100,442,517	104,595,132	104,845,132	87,368,327	83.3%	
Other Uses:						
Transfers Out	43,532,750	21,377,263	56,217,269	591,181	1.1%	(13)
TOTAL	\$ 363,437,829	\$ 381,892,927	\$ 441,950,360	\$ 268,378,736	60.7%	

Expenditures by Category	FY22-23	FY23-24	FY23-24	YTD ACTUAL	PERCENT OF	
	AUDITED	ADOPTED BUDGET	REVISED BUDGET	(unaudited) AS OF April 30, 2024	BUDGET TO DATE	
Personnel Expenditures	\$ 152,866,615	\$ 174,893,528	\$ 176,915,726	\$ 127,504,446	72.1%	
Operating Expenditures	161,927,032	181,714,774	195,924,282	136,909,756	69.9%	
Capital Outlay	5,111,432	3,907,362	12,893,083	3,373,354	26.2%	(14)
Transfers To Other Funds	43,532,750	21,377,263	56,217,269	591,181	1.1%	(13)
TOTAL	\$ 363,437,829	\$ 381,892,927	\$ 441,950,360	\$ 268,378,736	60.7%	

COUNTY OF CUMBERLAND

Fiscal Year 2024 - April Year-to-Date Actuals (Report Run Date: May 29, 2024)

Additional Detail

General Fund Revenues

*

- (1) **Current Year Ad Valorem 101.2%** - The bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles 71.6%** - YTD Actual reflects 9 months of collections.
- (3) **Sales Tax 55.9%** - YTD Actual reflects 7 month of collections. Collections for the fiscal year are first recorded in October.
- (4) **Unrestricted/Restricted Intergovernmental 58.4%** - There is typically a one to two month lag in receipt of this funding.
- (5) **Charges for Services 80.2%** - The largest component of charges for services is revenue from the Board of Ed for security at 20% of budget. 45% of that revenue has been billed/collected to date.

General Fund Expenditures

**

- (1) **Administration 59.4%** - Personnel costs are low as a result of vacancies in the department.
- (2) **Court Facilities 43.5%** - Approximately \$95K is encumbered for court room chairs that have not been received.
- (3) **General Government Other 29.8%** - ARP Freed-Up Capacity funds are budgeted and not yet expended with the majority belonging to upfitting the Employee Daycare and for Non-Profit Assistance contracts.
- (4) **Adult Drug Treatment Court 0.0%** - Expenditures for this DOJ grant began 10/1/23.
- (5) **DWI Court 38.7%** - Expenditures for this DOJ grant began 10/1/23.
- (6) **Veterans Treatment Court 0.0%** - Expenditures for this DOJ grant began 10/1/23.
- (7) **Public Safety Other 47.2%** - Approximately \$681K budgeted for reimbursements for an interlocal agreement with the City of Fayetteville is unexpended.
- (8) **Culture Recreation Other 23.1%** - Approximately \$350K is encumbered for an interlocal agreement with the City of Fayetteville and is unexpended.
- (9) **Engineering 19.3%** - Approximately \$1.7M budgeted for generators is unexpended.
- (10) **Soil Conservation 30.4%** - Approximately \$1.1M in USDA Grant funds were budgeted and are unexpended.
- (11) **Economic Incentive 6.4%** - Economic incentives are paid when the company complies.
- (12) **Water and Sewer 37.4%** - The need for spending in this fiscal year has been low.
- (13) **Transfers Out 1.1%** - Transfers are often prepared toward the end of the fiscal year.
- (14) **Capital Outlay 26.2%** - These capital outlay items are typically purchased in the second and third quarters of the fiscal year.



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE JUNE 13, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

DATE: 6/5/2024

SUBJECT: PROJECT UPDATES

Requested by: CLARENCE GRIER, COUNTY MANAGER

**Presenter(s): JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

BACKGROUND

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

RECOMMENDATION / PROPOSED ACTION

No action is necessary. This is for information only.

ATTACHMENTS:

Description

Project Updates

Type

Backup Material

MONTHLY PROGRESS REPORT

Project Description	Contract Amount	Project Status	Contract Start Date	Contract Duration	Estimated Completion Date
500 Executive Place - Cumberland County Emergency Services Center	\$16.8M	Punch list items are 100% complete. Completed final warranty walkthrough with Architect and General Contractor on May 17, 2024. Pending final invoice.	3/8/2021	360 days	Complete
Judge E. Maurice Braswell Courthouse Bathroom Updates	\$200K	Project complete.	9/29/2023	240 days	Complete
Law Enforcement Center Switchgear Replacement	\$350K	Awaiting arrival of equipment. Completed review of shop drawing submittals. Pre-construction conference held on October 12, 2023. New estimated ship date is now September 30, 2024.	6/6/2022	180 days	November 12, 2024
Historic Courthouse Switchgear Replacement	\$350K	Awaiting arrival of equipment. Completed review of shop drawing submittals. Pre-construction conference held on October 12, 2023. New estimated ship date is now February 3, 2025.	6/6/2022	180 days	February 10, 2025
Corporation Drive Sewer Outfall	\$98.5K	90% complete. Contractor is finalizing construction of the manhole inverts and completing sitework.	9/18/2023	180 days	June 15, 2024
Recovery Shelter Generators	\$3M	Westover generator (90 KW) undergoing Legal review. Pine Forest High School (750 KW), Mac Williams Middle School (600 KW), W.T. Brown Elementary School (400 KW), and Southview High School (450 KW) are pending Finance audit and Legal review.	8/10/2023	365 days	August 2025
Judge E. Maurice Braswell Courthouse Fire Panel Replacement	\$500K	Solicited on May 31, 2024. Bids are due July 10, 2024.	1/3/2023	180 days	TBD
Crown Hospitality – Lobby Renovation	\$1.5M	Bid opening was March 28, 2024. Preparing to bring bid award to Board of Commissioners for approval.	10/25/2022	N/A	September 2024
Crown Elevator Modernization	\$750K	Starting Elevator 1 on June 10, 2024, and Elevator 2 on September 11, 2024. Each elevator will take 93 days to refit.	1/3/2024	270 days	December 13, 2024