
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA SESSION
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 564
OCTOBER 10, 2024
1:00 PM

INVOCATION - Commissioner Veronica Jones

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA
2. PRESENTATIONS
 - A. Homeless Support Center Update
 - B. National Flood Insurance Program (NFIP) Community Rating System (CRS) Annual Recertification Progress Report
3. CONSIDERATION OF AGENDA ITEMS
 - A. One-Time Stipend for Employees
 - B. Radio Tower Lease Agreement with the North Carolina Department of Agriculture and Consumer Services - Division of Forest Services
 - C. Service Agreement with Smith Gardner, Inc. for Leachate Management Services
 - D. Request for Qualifications (RFQ) for Asset Management and Financial Plan for NORCRESS
 - E. Intent to Lease Real Property at 1066 Wade-Stedman Road for a Solid Waste Container Site
 - F. Resolution Authorizing Conveyance of Electronic Surplus Property to a Nonprofit Organization
 - G. Ordinance Regulating Vaping on County Property
4. OTHER ITEMS
5. MONTHLY REPORTS
 - A. Financial Report
 - B. Health Insurance Update
 - C. Quarterly Community Development Update
 - D. Grants Update
 - E. Project Updates

6. CLOSED SESSION

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

ADJOURN

AGENDA SESSION MEETINGS:

November 14, 2024 (Thursday) 1:00 PM

December 12, 2024 (Thursday) 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



ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 10, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HEATHER SKEENS, ASSISTANT COUNTY MANAGER

DATE: 10/10/2024

SUBJECT: HOMELESS SUPPORT CENTER UPDATE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): HEATHER SKEENS, ASSISTANT COUNTY MANAGER & JERMAINE WALKER, DIRECTOR OF ENGINEERING

BACKGROUND

The Board of Commissioners' will receive an update on the Homeless Support Center.

The Homeless Support Center Architect RFP bid results were originally brought to the Board of Commissioners for approval on September 18, 2023 with the recommendation for LS3P. The contract for LS3P was brought to the May 20, 2024 Board of Commissioners meeting and was approved.

Since May, we have had two visioning sessions with LS3P and the Homeless Advisory Committee on June 13, 2024 and August 12, 2024 where we received extensive feedback. A Community Meeting was held on September 9, 2024 to receive input and feedback. In addition staff made a site visit to Oak City Cares and the Wake County Men's Shelter on August 15, 2024.

Staff conducted interviews for the Construction Manager at Risk (CMAR) in July 2024 and the Board of Commissioners approved the selection of Barr & Barr and McFarland Construction on August 5, 2024. Staff will bring the contract back for approval at a future meeting.

Power Point presentation and other materials will be provided at meeting.

RECOMMENDATION / PROPOSED ACTION

For Information only. No Action Needed.



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 10, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 10/10/2024

**SUBJECT: NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY
RATING SYSTEM (CRS) ANNUAL RECERTIFICATION PROGRESS
REPORT**

Requested by: CLARENCE GRIER, COUNTY MANAGER

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

BACKGROUND

Cumberland County participates in the National Flood Insurance Program's (NFIP) Community Rating System (CRS). The CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. The County's participation in the program enables property owners who are required to have flood insurance to receive discounted insurance premium rates. Cumberland County currently has a class rating of 8 which allows property owners to receive a 10% discount off their insurance premiums for policies within the Special Flood Hazard Area (SFHA).

As part of the County's annual recertification process, the Engineering & Infrastructure Department is required to provide an update on each action item related to floodplain management outlined within the Cumberland County Multi-Jurisdictional Hazard Mitigation Plan, and to present this progress report to the governing board. The progress report is provided as an attachment to this memo.

RECOMMENDATION / PROPOSED ACTION

The Engineering and Infrastructure Director and County Management recommend that the report be received and placed on the October 21, 2024 Board of Commissioners agenda as a consent item.

ATTACHMENTS:

Description

Type

2024 CRS Recertification Report

Backup Material

Community: Cumberland County*

State: NC

CID: 370076

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

CRS Activity 510

Annual Progress Report on Implementation of Credited Plan

Date this Report was Prepared: July 16, 2024

Name of Community: Cumberland County

Name of Plan: Cumberland–Hoke Regional Hazard Mitigation Plan

Date of Adoption of Plan: June 23, 2021

5 Year CRS Expiration Date: June 22, 2026

1. How can a copy of the credited plan be obtained?

The plan can be viewed on the County's Emergency Management webpage at: <http://cumberlandcountync.gov/emergencyservices/emergency-management/mitigation>

Once on the page, click the link to the left that states **Mitigation**. The link for the **Hazard Mitigation Plan** will appear on the right side of the page toward the bottom. Once opened, the plan can be downloaded or printed.

2. Describe how ***this annual progress report*** was prepared and how it was submitted to the governing body, released to the media, and made available to the public: The report was prepared by the Engineering Department and will be on the agenda for the October 10, 2024, Board of Commissioners Agenda Session, since there are no scheduled Board of Commissioner meetings in the month of July. The agenda is published on the County's website and the meetings are televised to the public.
3. Provide a description of the implementation of each recommendation or action item in the action plan or area analysis report, including a statement on how the project was implemented or not implemented during the previous year.

Note: The six jurisdictions that the County provides implementation of their Floodplain Development Ordinance (Eastover, Godwin, Falcon, Wade, Linden & Stedman) do not have any additional action items related to SFHA that are not listed below.

The following action items are for Cumberland County and all jurisdictions.

Action #1: Maintain an all-hazards public education program to educate and prepare residents for all of the hazards that impact Cumberland County.

- The Engineering Department reviews the floodplain development, the SFHA and the CRS program at its Citizens Academy every year. We promote it on the website and with booths at fairs, festivals, and special events.

Action #3: Conduct a countywide infrastructure vulnerability assessment to identify priority needs for updating ill-designed or outdated critical structures.

- The Engineering Department works closely with Emergency Management to address any issues that are identified. Cumberland County purchased an existing facility in 2018 and was completely renovated and went live on December 14, 2022. It has become the new home of our Emergency 911 Call Center and Emergency Management Department. We have since added a backup generator that will maintain the facility for 72 hours before needing to be refueled.
- County is currently upfitting 5 recovery shelters with backup power generators.
- County is preparing a request for proposal (RFP) to complete a facility building systems review. This will be for all existing county facilities and results from the report to be analyzed and possibly included in future Capital Improvement Projects.

Action #5: Collaborate with NC Cooperative Extension and NC Agriculture and Forestry Adaptation Working Group to provide more local support and encouragement of forest conversation and farmland preservation measures.

- These efforts are taken by both groups as they are a part of the core functions of each of these agencies daily.

Action #8: Analyze and update local development ordinances to make buildings safer from wind and flooding, more energy and water efficient, more tolerant of heatwaves and healthier to live in. Also, provide incentives for making buildings safer from wind, flooding, more energy and water efficient and healthier to live in.

- The Engineering Department continues to identify and replace older building operation systems with newer energy efficient equipment as part of the Capital Improvement Plan on an annual basis. In addition, we have replaced

exterior windows in several older facilities with new more energy efficient windows, boilers, and chillers as well as roofing systems with more energy efficient and durable materials that should reduce energy costs moving forward.

Action #9: Use natural systems, more open space and green surfaces to manage stormwater in a more resilient fashion.

- Since adoption of the plan, Cumberland County has incorporated depressed landscaped islands in parking lots in an effort to reduce the amount of stormwater runoff as well as provide plants and trees in areas that did not have any prior to improvements. These efforts have continued within the past year as depressed bioretention areas have been created at the Agri-Expo parking lot as well as parking lots at the Crown Coliseum.

The following action items are for Cumberland County unincorporated areas.

Action #1: Restrict residential and non-compatible uses within the Special Flood Hazard Area.

- The County restricts the zoning of the special flood hazard area to Conservancy District (CD) which restricts residential and non-compatible uses.

Action #3: Develop a tree ordinance to address clear cutting.

- The County currently has not developed a tree ordinance to address clear cutting. The County has received grant funding from both Golden Leaf and the Division of Soil and Water to remove vegetative debris from natural stream water courses that got deposited from both Hurricane Matthew and Hurricane Florence. The County continues to work to remove negative debris from water bodies throughout the county through additional grants and funding.

Action #4: Develop a greenway program as a means to protect natural areas along the rivers, streams, creeks and drain ways.

- The County currently has a small stream standard where vegetation is required to remain undisturbed. The County recently finished an Emergency Watershed Protection Project (EWP) for a streambank stabilization (Flea Hill Site) and some stream debris removal (several streams and creeks throughout the county) to help with future natural storm water relief and erosion related to future storms.

Action #5: Revise the Subdivision Ordinance requiring and additional access for emergency vehicles and to be used as an evacuation route for developments located near special flood hazard area.

- This provision has not been included as part of the Subdivision Ordinance at the current time. Funding of such requirements is the reason in which this provision has not been included within the ordinance. Cumberland County does utilize the latest NC State Building Code.

4. Discuss why any objectives were not reached or why implementation is behind schedule:

These items have been discussed in the statements above.

5. What are the recommendations for new projects or revised recommendations?

Cumberland County will continue its efforts to educate the community on the SFHA and the efforts that have been outlined above. County continues to encourage building outside of SFHA's. We continue to recommend to property owners to keep debris out of and from building up in natural drainage areas within their properties as a preventive measure.



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 10, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 10/10/2024

SUBJECT: ONE-TIME STIPEND FOR EMPLOYEES

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): CLARENCE GRIER, COUNTY MANAGER

BACKGROUND

During the FY25 budget process, a Cost-of-Living Adjustment (COLA) was not recommended because the County had completed the class and compensation study in October 2023. Based on the results of the FY2024 audit and the preliminary fund balance, I recommended a one-time stipend for employees as part of the FY2025 budget.

We have the audit results and a firm fund balance calculation for FY2024.

To receive the one-time stipend, an employee must be on the payroll and in active status as of July 1, 2024, and remain active in the payroll system until the stipend is paid if approved. As of September 27, this applies to 2,008 employees. However, this number will fluctuate as employees leave or retire from Cumberland County.

RECOMMENDATION / PROPOSED ACTION

The Board is requested to approve the cohorts and percentages for full-time and part-time employees who were on the payroll as of July 1, 2024, and have remained in active status until the stipend is paid.

Information regarding the recommended amount of the stipend will be presented at the meeting.



ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 10, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 9/27/2024

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

Requested by: CLARENCE GRIER, COUNTY MANAGER

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

BACKGROUND

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

The terms of the agreement are proposed as follows:

- Three-year term commencing August 1, 2024 and ending July 31, 2027 (last approved in 2021)
- Rent of \$10.00 (TEN DOLLARS) for the entire three-year term
- Lessor provides and maintains existing antennae, connections, and headend building while Lessee provides and maintains its headend equipment

- Lessor provides utilities and environmentally controlled headend building (utilities are singly metered for entire facility and therefore cannot be split out)
- Lessee is self-insured

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

RECOMMENDATION / PROPOSED ACTION

Staff recommends placing the following item on the consent agenda at the October 21, 2024 Board of Commissioners Meeting:

- Approval of Radio Tower Lease Agreement with the North Carolina Department of Agriculture and Consumer Services-Division of Forest Services and authorize the County Manager to execute the agreement.

ATTACHMENTS:

Description	Type
Proposed Lease Agreement	Backup Material

**CUMBERLAND COUNTY
RADIO TOWER AGREEMENT**

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

This Lease Agreement, made and entered into this 1st day of August, 2024, by and between **CUMBERLAND COUNTY**, hereinafter referred to as "Lessor", and the **STATE OF NORTH CAROLINA**, through the North Carolina Department of Agriculture & Consumer Services, hereinafter referred to as "Lessee".

WITNESSETH

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

WHEREAS, the Department of Administration has delegated to the Department of Agriculture the authority to execute this lease agreement by a memorandum dated the 26th day of March, 1982; and December, 2016.

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

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

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

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

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

TYPE	HEIGHT
VHF Hi Band Repeater	

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

- 3) The term of the lease shall be for a period of 3 years commencing on **August 1, 2024** and terminate **July 31, 2027**. The Lessor or Lessee may terminate this agreement at any time with or without cause, upon thirty (30) days written notice to the other party, sent by certified mail to the address so designated for this purpose; and further provided that this agreement may be canceled on twenty-four (24) hours notice to Lessee in the event that Lessee's base station, antenna or other equipment on said premises of the Lessor are causing or contributing to noticeable degradation of the radio equipment of the Lessor or of any persons with antenna leases on the Lessor's tower.
- 4) The rental fee for the lease shall be **Ten and 00/100 Dollars (\$10.00)** and should be paid with the commencement of this lease.
- 5) The Lessee will have access to the Lessor's tower site and to Lessor's "headend" building. Only personnel or contractors of North Carolina Division of Forest Services approved by the Lessor will be permitted to go on or install equipment of the tower.
- 6) **Insurance & Liability.**
 - (a) Lessor agrees that Lessee's decision to self-insure satisfies all insurance requirements of this Lease applicable to Lessee.
 - (b) As between Lessor and Lessee, Lessee, subject to the terms of this Lease, will be primarily liable for the negligent or intentional acts or omissions of its agents, contractors or employees. As to third parties, Lessee is an immune sovereign and is not ordinarily subject to suit. However, Lessee has enacted Chapter 143, Article 31, of the North Carolina General Statutes (the "Tort Claims Act"), pursuant to which the Lessee may be liable for the torts of its officers and employees, within the terms of the Tort Claims Act, and accordingly, Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act.
 - (c) Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this Lease, provided that Lessor could reasonably have complied with said requirement.
- 7) **Utilities / Maintenance.** Lessor shall be responsible for the maintenance and operation of the Tower and the Building, including, but not limited to all utility charges attributable to Lessee's use of the Premises. Lessee shall repair at its own expense damage to the Premises, the Tower, the Building or the Communications Equipment, which is the result of Lessee's use of the Premises except if such cost arises out of the negligent or wrongful acts or omissions of Lessor, its contractors or agents.
- 8) **Security.** Lessor agrees and acknowledges that the Tower and the Building will be secured by a locked fenced. Lessor shall provide Lessee with keys to the locks.
- 9) The Lessee's base station and related equipment shall be installed and maintained in accordance with the following:
 - a) Base Antennae shall have no more than 3.3 square feet of projected wind surface.
 - b) Antennae shall be installed at a location and in a manner designated by the Lessor.
 - c) All mounting brackets, clamps and bolts shall be galvanized.
 - d) All coaxial cable shall be fastened to a designated tower leg at intervals of no more than three feet. Stainless Steel Wraplock or Copper Wire shall be used to fasten coaxial cable to tower leg.
 - e) Form a Drip Loop at building cable entrance.
 - f) Base stations shall be installed at a location designated by the Lessor.
 - g) Base stations shall be ground with AWC #6 Copper Conductor to Ground Buss.
 - h) Install GE Surge Protector or equivalent at Base Station AC Outlet.
 - i) Traps and Filters shall be placed in transmitter output in order to eliminate potential harmful interference with other radio users.

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

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

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

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

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

LESSOR:

Cumberland County

Clarence G. Grier, County Manager

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

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

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

Notary Public

My Commission Expires: _____

LESSEE:

State of North Carolina

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

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

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

Notary Public

My Commission Expires: _____



SOLID WASTE MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE OCTOBER 10, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 9/27/2024

SUBJECT: SERVICE AGREEMENT WITH SMITH GARDNER, INC. FOR LEACHATE MANAGEMENT SERVICES

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA LEE BADER, P.E., 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 to assist the County with the design on leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting, and granted permission for staff to enter negotiations for detailed scope of work, cost of services and to prepare an agreement for approval at a future Board of Commissioners meeting.

Attached to this memo is the Service Agreement, which includes the preparation of a list of SCADA points, preparation of bid documents with review of all bid responses, preparation of bid tab with recommendation for bid award, and the oversight of SCADA installation and set-up.

The agreement amount shall not exceed \$75,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until June 30, 2025.

The funding for this agreement is available within the Solid Waste Fiscal Year 2025 budget.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions below be placed on the October 21, 2024, Board of Commissioners agenda:

1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$75,000.
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

Summary Evaluation Sheet Solid Waste Water Quality Services

Type

Backup Material

Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Water Quality Service
Total Max Points (Per Vendor) 100

Summary Sheet

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		
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 30TH day of AUGUST 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 for **Leachate Management Services**, 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 2025, 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 **\$75,000** 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 for Natural Resources** as its exclusive agent with respect to this Agreement. The **General Manager for 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 for 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.

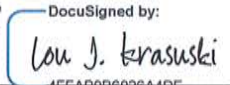
COUNTY OF CUMBERLAND

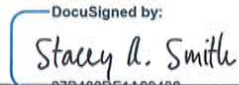
ATTEST

BY: _____
ANDREA TEBBE, Clerk

BY: _____
GLENN ADAMS, Chairman
Board of County Commissioners

SMITH GARDNER, INC.

ATTEST
BY:  _____
Lou J. Krasuski, Project Manager

BY:  _____
Stacey A. Smith, 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

 9/16/24

County Attorney's Office

August 19, 2024

Ms. Amanda L. Bader, P.E., Director
Cumberland County Solid Waste Management Department
698 Ann Street
Fayetteville, NC 28301

**RE: Cumberland County Solid Waste Management
Leachate Management Services Proposal
FY 2024-25 Annual Engineering and Environmental Services**

Dear Amanda:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for engineering services related to the leachate management system at the Ann Street Landfill facility located in Fayetteville, North Carolina. 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

1. Prepare List of SCADA Points

S+G, with additional support provided by Meyers Engineering (Meyers), will prepare a list of landfill SCADA points, including data points, data items, and data record keeping. S+G and Meyers will also assist in the selection of an operating system and equipment requirements.

Schedule: As-Needed

2. Prepare Bid Documents

S+G and Meyers will prepare bid documents, review all received bids, prepare a certified bid tab, and provide an award recommendation.

Schedule: As-Needed

Ms. Amanda Bader, P.E.
August 19, 2024
Page 2 of 2

3. Installation Oversight and Miscellaneous Engineering

S+G and Meyers will act as owner representative during SCADA installation and setup, as well as perform additional non-routine services on an as-needed basis. These services may include additional meetings and correspondence as requested by the County.

Schedule: *As-Needed.*

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. Please also refer to our current fee schedule which is **attached**. S+G will keep the County informed of our budget status and will not exceed the proposed budget without prior approval.

Task	Proposed Budget
1. Prepare List of SCADA Points	\$30,000
2. Prepare Bid Documents	\$30,000
3. Installation Oversight & Misc. Engineering	\$15,000
Total:	\$75,000

Smith Gardner, Inc. is pleased to be of continued service to Cumberland County. If you have any questions, or require additional information, please contact us at your earliest convenience.

Sincerely,
SMITH GARDNER, INC.

DocuSigned by:

4FFAB9B6926A4DE...
Lou J. Krasuski
Project Manager
lou@smithgardnerinc.com

DocuSigned by:

27B482DF1A09438...
Stacey A. Smith, P.E.
President, Senior Engineer
stacey@smithgardnerinc.com

Attachment: S+G Fee Schedule

cc: File



2024 FEE SCHEDULE

Staff Professional

Hourly Billing Rates*

President , Senior Engineer - Stacey A. Smith, P.E.**	\$275/hour
Vice President , Senior Project Manager - John M. Gardner, P.E.**	\$260/hour
Vice President , Senior Engineer - Pieter K. Scheer, P.E.**	\$250/hour
Vice President , Senior Project Manager - W. Michael Brinckek, P.E.**	\$220/hour
Vice President , Senior Geologist - C. Kevin Anderson, P.G.**	\$210/hour
Vice President , Senior Hydrogeologist - Joan A. Smyth, P.G.**	\$205/hour
Principal , Senior Project Engineer - Gregory G. Mills, P.E.**	\$162/hour
Principal , Senior Civil Designer - Christopher T. Jones**	\$160/hour
Principal , Senior Project Engineer - John R. Fearrington, P.E.**	\$160/hour
Principal , Senior Project Engineer - Spencer W. Hollomon, P.E.**	\$160/hour
Senior Engineer – John D. Barnard, P.E.	\$215/hour
Senior Project Manager – Jon M. Dietz, Ph.D.	\$215/hour
Senior Surveyor – Uljas J. Murphy, P.L.S. ** (UAS)	\$200/hour
Senior Project Manager – Gregory T. Farrell, P.E.	\$195/hour
Senior Geologist – Bobby J. Wolf, P.G.	\$195/hour
Senior Engineer – E. Fred Mussler, III, P.E.	\$175/hour
Senior Scientist - Matthew S. Lamb**	\$160/hour
Project Engineer – Jesse C. Li, P.E.	\$150/hour
GIS Analyst – Jason D. McMahon, GISP** (UAS)	\$143/hour
Project Geologist – Clyde A. L."CAL" Easter, P.G.**	\$142/hour
Project Engineer – Jonathan "Johnny" A. Hayes, PE, LSIT** (UAS)	\$142/hour
Project Engineer – Matthew M.A.C. "Mac" Jones, P.E.	\$140/hour
Project Geologist - Seth C. Rickerts, P.G.	\$130/hour
Project Manager – Lou J. Krasuski@@	\$130/hour
Construction Consultant – Albert B. "Buddy" Bowers, Jr.	\$125/hour
Management Consultant – D. Scott Bost	\$125/hour
Construction Manager – Todd L. Scott	\$125/hour
Civil Designer – Robert V. Maynard, SI ** (UAS)	\$125/hour
Staff Surveyor – Chris W. Knox, SI	\$125/hour
Systems Administrator - Sam T. Spencer ** (UAS)	\$125/hour
Field Services Manager - Byron S. Hackney**	\$122/hour
Field Services Manager - Britt P. Ransom** (AAI)	\$120/hour***
Construction Manager – Troy D. Mitchell** (UAS)	\$115/hour
CAD Designer – Jeffrey R. Taylor	\$115/hour
Staff Engineer – Aubrie C. Miller	\$110/hour
Staff Scientist – Joshua C. Rue	\$105/hour
CAD Designer – L. Hal Blevins, III	\$105/hour
CAD Technician – Jacob Griffith	\$100/hour
Environmental Technician – Matthew Staggs	\$95/hour
Staff Scientist – Daniel J. Pantaleo	\$90/hour
Staff Geologist – Will D. Gulker	\$80/hour
Staff Technician	\$75/hour
Clerical/Administrative Secretary	\$50/hour
Expert Witness/Legal Services	Negotiated
Reproduction Expenses	
Small Format (B size or smaller)	Black & White \$0.10 per page Color \$0.40 per page
Large Format (C size or larger)	\$4 per sheet
Equipment	see Rate Sheet
Expenses & Fees	
Direct Project Expenses	Cost + 10%
* Rates are subject to review annually.	
**Employee Owner	
***Accredited Asbestos Inspector (AAI) Services	+\$15/hour to rate
**FAA Small Unmanned Aircraft Systems (UAS) Certificate & NC Commercial UAS Operator Permit Holder	+\$15/hour to rate
@@Federal Reference Method 9 Visible Emissions Evaluator	+\$15/hour to rate

ATTACHMENT A



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

TRANSMITTAL LETTER



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.
27B482DF1A09438...

DocuSigned by:
Joan Smyth
B9779EBA711F488...

Stacey A. Smith, P.E.
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Joan A. Smyth, P.G.
Vice President, Senior Hydrogeologist
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 S+G ENGINEERING LICENSE

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INTRODUCTION

RESOURCE MANAGEMENT

- Solid, Hazardous, and Industrial Waste
- Pre-Project Due Diligence and Planning
- Site Characterization and Site Studies
- Facility Design and Permitting
 - Landfills; New Cells, Expansion Cells
 - Transfer Stations, Convenience Centers
- Operations Support
- Education and Training
- Peer Review/ Expert Witness
- Project Procurement and Construction
 - Bid Procurement
 - Construction Administration & CQA
- Budgeting, Feasibility and Financial Modeling
- Facility Closure and Post-Closure



SMITH GARDNER, INC.

Stacey A. Smith, P.E.
 President, Senior Engineer
 14 N. Boylan Ave.
 Raleigh, NC 27603
 Telephone: (919) 828-0577
stacey@smithgardnerinc.com



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

INTRODUCTION

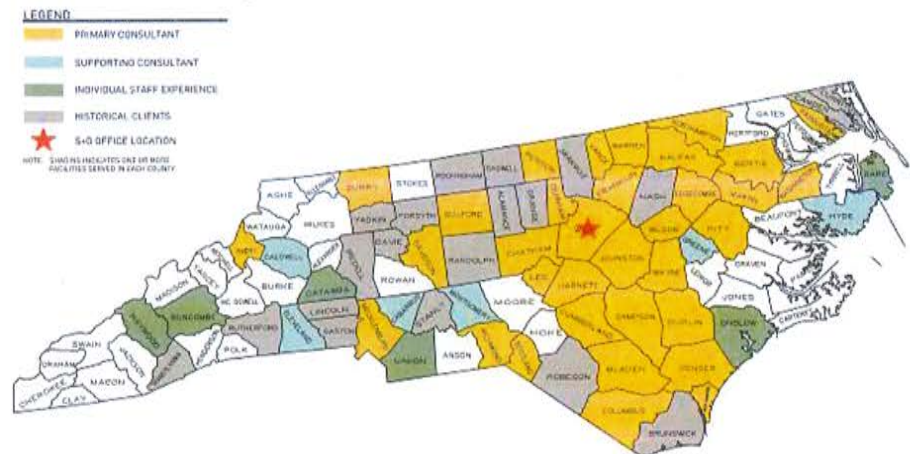
Smith Gardner, Inc. (S+G) is an employee owned firm specializing in the solid waste and environmental consulting industry. Since our incorporation in 1991, we have focused on providing innovative, cost effective solutions to solid waste challenges throughout the US for a variety of clients. With over 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.



REMEDIATION

- Environmental Site Assessment
 - Phase I 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

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 treatment 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.

FIRM SERVICES

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.

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.

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./ COA	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			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	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	
Halifax County, NC Chris Williams	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		
Johnston County, NC Brian Beasley	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			
Person County, NC Ray Foushee						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	
Scotland County, NC Bill Lash	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							
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

RESOURCE MANAGEMENT

RECOVERY

REMEDIATION

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

RESOURCE MANAGEMENT

RECOVERY

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

RECOVERY

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

RESOURCE MANAGEMENT
RECOVERY
REMIEDIATION

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

RESOURCE 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

RESOURCE MANAGEMENT

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

RESOURCE MANAGEMENT

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

RESOURCE MANAGEMENT

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.



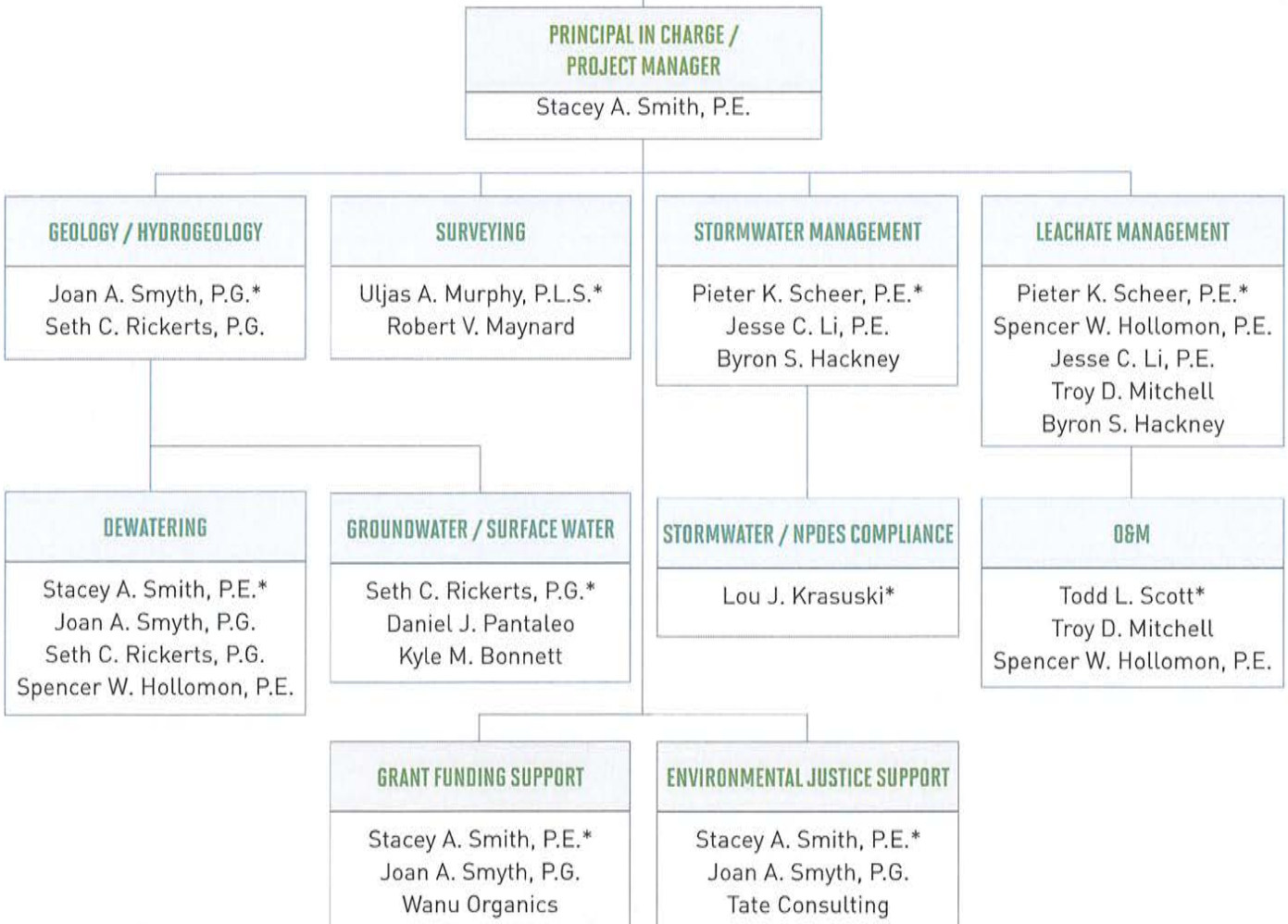
ORGANIZATION CHART

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, P.C.
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
Acquirer 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, P.C.

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. HOLLOWOM, 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. Hollowom has experience in landfill permitting and design, construction bidding and administration, on-site construction quality assurance and preparation of CQA reports. Mr. Hollowom 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. Hollowom 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. Hollowom'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. Hollowom uses his knowledge from different aspects of the solid waste industry to provide clients with solutions for material management and reducing overall disposal. Mr. Hollowom 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. Hollowom performed construction oversight and administration for the project. He implemented design plans for stormwater mitigation and compost pad construction. Mr. Hollowom was also responsible for permitting for the compost facility project.

Mr. Hollowom 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
		High Point C&D Landfill Permitting	\$3,500	Q3/2024
Seth C. Rickerts, P.G.	40%	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
		Surry County LFG Assessment	\$15,000	Q2/2024
Lou Krasuski	35%	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

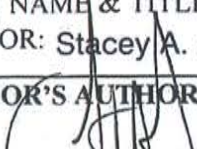
In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted 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:

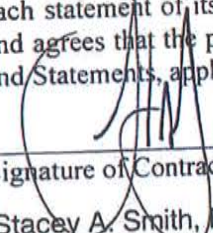
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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

BRENT C. AIKMAN
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 1-19-2028.



**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	FAX (A/C, No): (919) 783-6427
INSURED Smith Gardner Inc 14 N Boylan Avenue Raleigh, NC 27603	E-MAIL ADDRESS: tmeadows@insure-nc.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Indemnity Company of Connecticut	NAIC # 25682
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: Travelers Indemnity Company of America	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 - COMP/OP 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	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 <i>Tracy Meadows</i>



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.

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	FAX (A/C, No): (919) 783-6427
INSURED SMITH GARDNER INC 14 N BOYLAN AVENUE RALEIGH NC 27603	E-MAIL ADDRESS: TMEADOWS@INSURE-NC.COM	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: CONTINENTAL CASUALTY COMPANY	NAIC # 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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED 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) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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

APPENDIX B SAM/EPLS LIST

Special Entity SMILE WALLET LTD	WILMINGTON	XUN		LQJUM7YA	Reciprocal	TREAS-OFAC	Prohibition; PII data has: 5/23/2019	Indefinite	falso SMILE SAMR84RHH
Special Entity SMILEPAYMENTS, LLC	MIAMI FL	USA		MGEV5G6F	Reciprocal	TREAS-OFAC	Prohibition; PII data has: 5/23/2019	Indefinite	SAMR84R6G
Firm SMILES R US DENTAL GROUP, INC.	MIAMI FL	USA	33125	GWDYKFCB	Reciprocal	HHS Z1	Prohibition; Excluded by: #####	Indefinite	SAMR84R6M
Firm SMILES R US DENTAL GROUP, INC.	MIAMI FL	USA	33125	GWDYKFCB	Reciprocal	OPM Z2	Prohibition; Restriction: 1/26/2004	Indefinite	SAMR84R6M
Special Entity SMILETRAVELS		XUN		PAN9HMKY	Reciprocal	TREAS-OFAC	Prohibition; PII data has: 5/23/2019	Indefinite	falso SMILE SAMR84RHR
Special Entity SMILEWALLET	AMSTERDAM	XUN		V3C9FYK7	Reciprocal	TREAS-OFAC	Prohibition; PII data has: 5/23/2019	Indefinite	falso SMILE SAMR84RHP
Special Entity SMILEWALLET B.V.	HERENGACHT 420	NLD	10178Z	NK4YKXK9	Reciprocal	TREAS-OFAC	Prohibition; PII data has: 5/23/2019	Indefinite	SAMR84R84
Special Entity SMILEWALLET S.A.S.	CR 15 # 146 29 CASA 1	COL		PEP4LHRL4	Reciprocal	TREAS-OFAC	Prohibition; PII data has: 5/23/2019	Indefinite	SAMR84R87
Special Entity SMILEWALLET, LLC	SAN ANTONIO	USA		PPPW7C9K	Reciprocal	TREAS-OFAC	Prohibition; PII data has: 5/23/2019	Indefinite	SAMR84R8F
Firm SMITH RENOVATIONS	210 HILLSIDE CT.	USA	53545	TH1EMH99	Reciprocal	EPA H	Prohibition; Convicted: 7/15/2004	Indefinite	falso MICH SAMR3MLVWK
Firm SMITH, GERARD FRANCIS	3600 GUARD RD.	USA	93436	FHZXF08H	NonProcure	HHS Z	Prohibition; Excluded by: #####	Indefinite	SAMR3MG6F
Firm SMITHFIELD INVESTMENTS, INC.	5001 BRENTWOOD STAIR RD.	USA	76112	YTCMDXFX	NonProcure	HUDP R	Ineligible; Proceedings: 5/11/1993	Indefinite	falso STINS SAMR3MG6N1
Vessel SMOOTH		XUN		UW94G4KJ	Reciprocal	TREAS-OFAC	Prohibition; PII data has been mask	Indefinite	falso YARD SAMR3R9KS
Vessel SMP ARKHANGELSK		XUN		UW94G4KJ	Reciprocal	TREAS-OFAC	Prohibition; PII data has: 5/8/2022	Indefinite	SAMR703D
Special Entity SMP BANK	71/11 SADOVNICHESKAYA STREET	RUS	115065	H8UDXG6K	Reciprocal	TREAS-OFAC	Prohibition; PII data has been mask	Indefinite	falso SMP ESAMR84DYP
Special Entity SMP BANK OPEN JOINT STOCK COMPANY		XUN		C8BLUETV1	Reciprocal	TREAS-OFAC	Prohibition; PII data has been mask	Indefinite	falso SMP ESAMR84DYP
Vessel SMP NOVODVINSK		XUN		UW4VYGB9I	Reciprocal	TREAS-OFAC	Prohibition; PII data has: 5/8/2022	Indefinite	SAVRN705F
Vessel SMP SEVERODVINSK		XUN		UW4SRNUS	Reciprocal	TREAS-OFAC	Prohibition; PII data has: 5/8/2022	Indefinite	SAMRN703G
Special Entity SMP TECHNOLOG	6F CHEJU CHEJU-DO	KOR	23146	CQNT1YWN	Reciprocal	ARMY	Ineligible; Proceedings: 6/20/2019	6/20/2019	SAMR8HR29
Firm SMP OFFICE SUPPLIES, LLC	2412 GRAN SUITE 2	USA	628400	L4CYW8X8	Reciprocal	EPA	Ineligible; Proceedings: 9/7/2023	Indefinite	falso ANDY SAMR5RCE TRMT1
Special Entity SMPB AO	19 KURUMENTSOGO STREET	RUS	2101	D97V4Q4A	Reciprocal	TREAS-OFAC	Prohibition; PII data has: 7/6/2018	Indefinite	SAMRQ5ZMA
Special Entity SWPER AFRICA	P.O. BOX 28215	ZAF		US33TULB1	Reciprocal	TREAS-OFAC	Prohibition; PII data has been mask	Indefinite	falso SNPE SAMR3QBML
Special Entity SWPER OUTDOOR CC		USA		FRYSWUCT	Reciprocal	TREAS-OFAC	Prohibition; PII data has been mask	Indefinite	falso TRUE SAMR3NNXR
Special Entity SWPER OUTDOORS CC		USA		Y9Z1E13H	Reciprocal	TREAS-OFAC	Prohibition; PII data has been mask	Indefinite	falso SNPE SAMR3QBMM
Vessel SO BAEK SAN		XUN			Reciprocal	TREAS-OFAC	Prohibition; PII data has: #####	Indefinite	SAMR6EHN65
Special Entity SO TVERNEFTEPRODUKT OOO	6 NOVOTORZHSKAYA ULITSA	RUS		D8ZMP74Z	Reciprocal	TREAS-OFAC	Prohibition; PII data has: 1/26/2018	Indefinite	SAMRQPSZ1



SOLID WASTE MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE OCTOBER 10, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 10/4/2024

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR ASSET MANAGEMENT AND FINANCIAL PLAN FOR NORCRESS

Requested by:

Presenter(s):

BACKGROUND

On August 28, 2024, the Cumberland County Public Utilities Department invited qualified engineering firms that are experienced with water and wastewater utility strategic asset management and financial planning to submit Requests for Qualifications (RFQ). The County is seeking a qualified consultant to assist with engineering services for Northern Cumberland Regional Sewer System better known as NORCRESS.

The firm selected would assist with asset management and financial planning which will include the following:

- Comprehensive Summary of Assets
- Capital Improvement Plan
- Operation and Maintenance Plan
- Policy and Land Use Review
- Flow Reconciliation
- Staffing and Resources Review
- Rate Study

The firms had until September 24, 2024, to submit their Statement of Qualifications. There were two firms that responded, Freese and Nichols, Inc. and McGill Associate, P.A.. Staff reviewed the submittals and propose

that Freese and Nichols, Inc. is the best qualified firm to be selected for the Asset Management and Financial Plan for NORCRESS.

RECOMMENDATION / PROPOSED ACTION

The Public Utilities Division, General Manager for Natural Resources and County Management recommends that the proposed actions below be placed on the October 21, 2024, Board of Commissioners agenda as consent items:

1. Accept the selection of Freese and Nichols, Inc. as the best qualified firm for Asset Management and Financial Plan for NORCRESS.
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 for Asset Management and Financial Plan for NORCRESS RFQ	Backup Material

Evaluation Sheet - Engineering Services - Asset Management and Financial Plan for NORCRESS
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		
Freese and Nichols	20	25	14.75	24.5	15	99.25	Funding Experiencing/More experience with NORCRESS
McGill	20	24.5	13	23.75	15	96.25	

Additional Notes

*If additional space is needed for notes, see attached

Vendors

FNI has more detailed project approach with a larger team. Relevant experience with SSES in 2021 and current work.



SOLID WASTE MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE OCTOBER 10, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 9/27/2024

SUBJECT: INTENT TO LEASE REAL PROPERTY AT 1066 WADE-STEDMAN ROAD FOR A SOLID WASTE CONTAINER SITE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

BACKGROUND

The Solid Waste Department operates the container site located at 1066 Wade-Stedman Road in Stedman, NC. The current lease is with Arthur G. Hubbard, Cynthia H. Bain, John L. Horne and Jane S. Horne. The current lease agreement was entered into on September 1, 2019, and expired May 22, 2024. The current lease term was for five years at a total cost of three thousand dollars (\$3,000). The property owners Arthur G. Hubbard, Cynthia H. Bain, John L. Horne, Jane S. Horne, Jordan Hubbard, Cecil T. Hubbard and Hubert C. Hubbard have agreed to renew the lease for an additional five-year term at a total cost of six thousand dollars (\$6,000) with the option to renegotiate a new lease at the end of this period. The proposed effective date of the new lease is May 23, 2024, with an expiration date of May 22, 2029.

The extended processing time between leases is due to a change in property ownership with additional property owners with two of whom live out of the area.

It is critical that this site remains open to provide the necessary service to the citizens of the surrounding community.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions below be placed on the October 21, 2024, Board of Commissioners agenda:

1. Approve the lease renewal for the Hubbard Container Site.
2. Authorize the Chairman to execute the attached lease agreement that has been audited and determined to be legally sufficient.

ATTACHMENTS:

Description	Type
Lease Agreement	Backup Material

STATE OF NORTH CAROLINA

LEASE AGREEMENT
(HUBBARD CONTAINER SITE)

COUNTY OF CUMBERLAND

THIS LEASE AGREEMENT, made and entered into this ^{Cynthia} 23rd day of MAY, 2024, by and between ARTHUR G. HUBBARD; ~~CINDY~~ H. BAIN, JOHN L. HORNE, JANE S. HORNE, JORDAN HUBBARD, CECIL T. HUBBARD and HUBERT C. HUBBARD, JR. all of Cumberland County, North Carolina, hereinafter called "OWNERS", and CUMBERLAND COUNTY, party of the second part hereinafter called "COUNTY".

WITNESSETH:

That subject to the terms and conditions herein contained, the OWNERS do hereby lease and let unto the COUNTY, and the COUNTY accepts as LESSEE, that certain tract or parcel of land in Cedar Creek Township, Cumberland County, North Carolina, being described as follows:

Containing 0.38 acres, more or less.

BEGINNING at a point in the eastern margin of State Road No. 1850 (60' right-of-way), said point being North 03 degrees West 663.50 feet from the point of intersection of the eastern margin of said State Road No. 1850 and the southern margin of Arthur Granger Hubbard, Cindy Hubbard Bain, John Lambert Horne, and Jane Stacy Horne Property as recorded in Deed Book 2310, Page 203 Cumberland County Registry; and running thence with the eastern margin of said State Road No. 1850 North 03 degrees West 132.71 feet to a point; thence North 87 degrees East 125.00 feet to a point; thence South 03 degrees East 132.71 feet to a point; thence South 87 degrees West 125.00 feet to the point and place of BEGINNING.

To have and to hold said lands for the term and upon the conditions as follows:

I.

This lease term shall commence on May 23, 2024, and continue for a period of five (5) years, unless sooner terminated by agreement of the parties or unless at any time continued performance by either of the parties will result in a violation of any county, state or federal law. COUNTY is granted the option to renew this lease for an additional period of five (5) years upon the same terms and conditions with the exception that the rent shall be negotiable thirty (30) days prior to expiration of the original term.

II.

The COUNTY has been using this site and will continue to use this site for the

purpose of maintaining a solid waste container site on said property with the necessary solid waste containers, ramps, pads, driveways, and fences incident thereto.

III.

The rental to be paid by the COUNTY to OWNER for said property for the five (5) year period, shall be a lump sum of SIX THOUSAND DOLLARS (\$6,000) payable promptly after the execution of this Lease Agreement as follows:

\$0	to ARTHUR G. HUBBARD
\$1000	to CINDY H. BAIN CYNTHIA H. BAIN CO
\$1000	to JOHN L. HORNE
\$1000	to JANE S. HORNE
\$1000	to JORDAN HUBBARD
\$1000	to CECIL T. HUBBARD
\$1000	to HUBERT C. HUBBARD, JR.

IV.

COUNTY will maintain the property in an orderly manner at all times.

V.

COUNTY may continue to make other additions, improvements, and alterations, and erect additional structures or install signs, in or around the property. Such additions, improvements, and alterations, or erection of structures or signs so placed in or upon or attached to the property shall remain the property of COUNTY and shall be removed from the property prior to the termination of this lease or within a reasonable time thereafter. If removal causes damage or injury to the property, COUNTY shall repair such damage or injury.

VI.

OWNERS warrant and covenant that they are all the owners of the above described property and have the authority and capacity to enter into this Lease.

VII.

The COUNTY agrees that it shall indemnify and hold harmless the OWNER from any claims for damages, either personal or property, made by the employees, agents or contractors of the COUNTY arisen out of or in connection with the COUNTY'S operating and maintaining the Solid Waste Container Site on said property.

VIII.

IRAN DIVESTMENT ACT CERTIFICATION: Owners 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: OWNERS 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, this instrument is duly executed the day and year first above written.

ATTEST

COUNTY OF CUMBERLAND

BY: _____
ANDREA TEBBE, Clerk

BY: _____
GLENN ADAMS, Chairman
Board of County Commissioners

OWNER(S)

BY: Arthur G. Hubbard
ARTHUR G. HUBBARD

BY: Cindy H. Bain ^{CB} Cynthia H. Bain
~~CINDY H. BAIN~~
CYNTHIA

BY: John L. Horne
JOHN L. HORNE

BY: _____
JANE S. HORNE

BY: _____
JORDAN HUBBARD

BY: Cecil T. Hubbard
CECIL T. HUBBARD

BY: Hubert C. Hubbard, Jr.
HUBERT C. HUBBARD, JR.

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

BY: Robin Deane
County Finance Officer

APPROVED FOR LEGAL SUFFICIENCY

BY: [Signature] 9/26/24
County Attorney's Office

upon formal execution by all parties

VIII.

IRAN DIVESTMENT ACT CERTIFICATION: Owners 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: OWNERS 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, this instrument is duly executed the day and year first above written.

ATTEST

COUNTY OF CUMBELRAND

BY: _____
ANDREA TEBBE, Clerk

BY: _____
GLENN ADAMS, Chairman
Board of County Commissioners

OWNER(S)

BY: Arthur G. Hubbard
ARTHUR G. HUBBARD

BY: Cindy H. Bain
CINDY H. BAIN

BY: _____
JOHN L. HORNE

BY: Jane S. Horne
JANE S. HORNE

BY: _____
JORDAN HUBBARD

BY: Cecil T. Hubbard
CECIL T. HUBBARD

BY: _____
HUBERT C. HUBBARD, JR.

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

BY: _____
County Finance Officer

APPROVED FOR LEGAL SUFFICIENCY

BY: cm
County Attorney's Office

VIII.

IRAN DIVESTMENT ACT CERTIFICATION: Owners 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: OWNERS 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, this instrument is duly executed the day and year first above written.

ATTEST

COUNTY OF CUMBELRAND

BY: _____
ANDREA TEBBE, Clerk

BY: _____
GLENN ADAMS, Chairman
Board of County Commissioners

OWNER(S)

BY: Arthur G. Hubbard
ARTHUR G. HUBBARD

BY: Cindy H. Bain
CINDY H. BAIN

BY: John L. Horne
JOHN L. HORNE

BY: Jane S. Horne
JANE S. HORNE

BY: _____
JORDAN HUBBARD

BY: Cecil T. Hubbard
CECIL T. HUBBARD

BY: _____
HUBERT C. HUBBARD, JR.

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

BY: _____
County Finance Officer

APPROVED FOR LEGAL SUFFICIENCY

BY: _____
County Attorney's Office

VIII.

IRAN DIVESTMENT ACT CERTIFICATION: Owners 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: OWNERS 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, this instrument is duly executed the day and year first above written.

ATTEST

COUNTY OF CUMBELRAND

BY: _____
ANDREA TEBBE, Clerk

BY: _____
GLENN ADAMS, Chairman
Board of County Commissioners

OWNER(S)

BY: Arthur G. Hubbard
ARTHUR G. HUBBARD

BY: Cindy H. Bain
CINDY H. BAIN

BY: John L. Horne
JOHN L. HORNE

BY: Jane S. Horne
JANE S. HORNE

BY: Jordan A. Hubbard
JORDAN HUBBARD

BY: Cecil T. Hubbard
CECIL T. HUBBARD

BY: _____
HUBERT C. HUBBARD, JR.

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

BY: _____
County Finance Officer

APPROVED FOR LEGAL SUFFICIENCY

BY: _____
County Attorney's Office

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the County and State of North Carolina, do hereby certify that ANDREA TEBBE, who being duly sworn, personally appeared before me this day and acknowledged that she is the Clerk of the Cumberland County Board of Commissioners; that GLENN ADAMS, is the Chairman of the Cumberland County Board of Commissioners; that the seal affixed to the foregoing instrument was duly passed at a regular meeting of the Board of Commissioners as therein set forth and was signed, sealed, and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said ANDREA TEBBE acknowledged the said Agreement to be the act and deed of the said Board.

WITNESS my hand and notarial seal this the ___ day of _____, 2024.

Notary Public

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, DIANA T HUBBARD, a Notary Public in and for the County and State of North Carolina, do hereby certify that ANDREA TEBBE, who being duly sworn, personally appeared before me this day and acknowledged that she is the Clerk of the Cumberland County Board of Commissioners; that GLENN ADAMS, is the Chairman of the Cumberland County Board of Commissioners; that the seal affixed to the foregoing instrument was duly passed at a regular meeting of the Board of Commissioners as therein set forth and was signed, sealed, and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said ANDREA TEBBE acknowledged the said Agreement to be the act and deed of the said Board.

WITNESS my hand and notarial seal this the 18th day of July, 2024.

Diana T. Hubbard
Notary Public

My Commission Expires: 7/27/2025

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, DIANA T HUBBARD, a Notary Public in and for the aforesaid County and State, do hereby certify that ARTHUR G. HUBBARD personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the 18th day of July, 2024.

Diana T. Hubbard
Notary Public

My Commission Expires: 7/27/2025

Signature Page
Contract #

OWNER(S):

Cynthia H. Bain
CYNTHIA H. BAIN

STATE OF NORTH CAROLINA

COUNTY OF Robeson

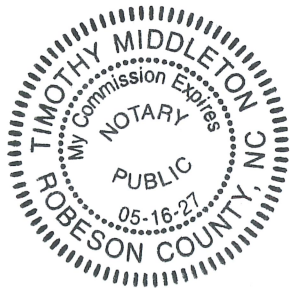
I, Timothy Middleton, a Notary Public in and for the aforesaid County and State, do hereby certify that CYNTHIA H. BAIN personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the 13th day of September 2024.

Timothy Middleton
Notary Public

My Commission Expires:

5/16/27



STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that CYNTHIA H. BAIN personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the ___ day of _____, 2024.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, DIANA T. HUBBARD, a Notary Public in and for the aforesaid County and State, do hereby certify that JOHN L. HORNE personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the 19th day of JULY, 2024.

Diana T. Hubbard
Notary Public

My Commission Expires: 7/27/2025

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that JANE S. HORNE personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the ___ day of _____, 2024.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that CYNTHIA H. BAIN personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the ___ day of _____, 2024.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that JOHN L. HORNE personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the ___ day of _____, 2024.

Notary Public

My Commission Expires:

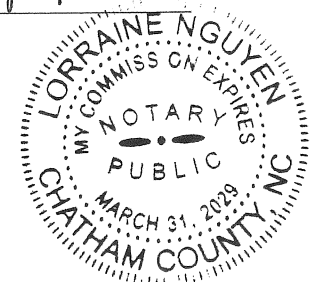
STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Lorraine T. Nguyen, a Notary Public in and for the aforesaid County and State, do hereby certify that JANE S. HORNE personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the 18 day of July, 2024.

Lorraine T. Nguyen
Notary Public

My Commission Expires: 03/31/2029



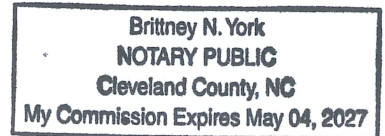
STATE OF NORTH CAROLINA
COUNTY OF Gaston

I, Brittney N. York, a Notary Public in and for the aforesaid County and State, do hereby certify that JORDAN HUBBARD personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the 22 day of July, 2024.

Brittney N. York
Notary Public

My Commission Expires:



STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that CECIL T. HUBBARD personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the ___ day of _____, 2024.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that HUBERT C. HUBBARD, JR. personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the ___ day of _____, 2024.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that JORDAN HUBBARD personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the ___ day of _____, 2024.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, DIANA T. HUBBARD, a Notary Public in and for the aforesaid County and State, do hereby certify that CECIL T. HUBBARD personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the 18th day of JULY, 2024.

Diana T. Hubbard
Notary Public

My Commission Expires: 7/27/2025

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that HUBERT C. HUBBARD, JR. personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the ___ day of _____, 2024.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that JORDAN HUBBARD personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the ___ day of _____, 2024.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that CECIL T. HUBBARD personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the ___ day of _____, 2024.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, JENNIFER BRADHAM, a Notary Public in and for the aforesaid County and State, do hereby certify that HUBERT C. HUBBARD, JR. personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the 17 day of JULY, 2024.

Jennifer Bradham
Notary Public

My Commission Expires: 01-27-27



INFORMATION SERVICES

MEMORANDUM FOR THE AGENDA OF THE OCTOBER 10, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: KEITH TODD, CHIEF INNOVATION AND TECHNOLOGY SERVICES
DIRECTOR**

DATE: 10/1/2024

**SUBJECT: RESOLUTION AUTHORIZING CONVEYANCE OF ELECTRONIC
SURPLUS PROPERTY TO A NONPROFIT ORGANIZATION**

Requested by: CLARENCE GRIER, COUNTY MANAGER

**Presenter(s): KEITH TODD, CHIEF INNOVATION AND TECHNOLOGY SERVICES
DIRECTOR**

BACKGROUND

Cumberland County owns electronic “surplus” items which have exceeded their useful life or are obsolete and no longer serve the needs of the county. these items include desktop computers, laptop computers, tablets, lcd monitors, and peripherals (mice, keyboards, hard drives, ram, cpus). North Carolina General Statute 160a-280 authorizes a city or county to dispose of personal property by conveyance to a nonprofit corporation if the governing board deems the property to be surplus, obsolete, or unused.

Cumberland County will continue to have electronic surplus items through equipment reaching the end of their useful life. Cumberland County has identified an organization to provide tools that bridge the digital divide by collecting, refurbishing, and awarding computers to students and families. Kramden Institute has extensive experience working with North Carolina local governments to provide such services. Since 2003, Kramden has collected, refurbished, and awarded more than 53,000 computers to disadvantaged students and communities across North Carolina.

RECOMMENDATION / PROPOSED ACTION

Staff recommends forwarding this item to the October 21, 2024 Board of Commissioners meeting as a consent agenda item with the following action:

Approval of the resolution authorizing conveyance of surplus property to a nonprofit organization pursuant to NCGS 160A-280.

ATTACHMENTS:

Description	Type
Resolution Authorizing Conveyance of Electronic Surplus Property to a Nonprofit Organization	Backup Material

**Resolution Approving Conveyance of Surplus Property
to A Nonprofit Organization
Pursuant to G.S. 160A-280**

WHEREAS, the County of Cumberland owns electronic "surplus" items which have exceeded their useful life or are obsolete and no longer serve the needs of the County; and

WHEREAS, North Carolina General Statute § 160A-280 authorizes a city or county to convey personal property for nonmonetary consideration to a nonprofit corporation if the governing board deems the property to be surplus, obsolete, or unused; and

WHEREAS, the County of Cumberland has determined that the personal property described above is surplus, obsolete, or unused; and

WHEREAS, the County of Cumberland finds that there is a need for personal computers by families that cannot afford their own; and

WHEREAS, County staff have identified an organization that provides technology tools and training to bridge the digital divide by collecting, refurbishing and awarding computers to students and families without a computer in their home by recycling and reusing surplus computers and parts; extending their lives and reducing e-waste; and

WHEREAS, the County of Cumberland finds that the public will benefit from the conveyance of the property described above by transfer of the property to Kramden Institute, which has extensive experience working with North Carolina local governments and school systems to provide refurbished equipment to students whose families cannot afford to purchase this equipment.

NOW, THEREFORE, BE IT RESOLVED, that the Cumberland County Board of Commissioners hereby approves the surplus of computer equipment that has reached the end of its useful life and the transfer of that equipment to the Kramden Institute.

In accordance with the notice requirements of N.C.G.S. § 160A-280, public notice of this resolution was given by posting on the Cumberland County, North Carolina official website (www.cumberlandcountync.gov).

Adopted this 21st day of October 2024.

ATTEST:

BOARD OF COMMISSIONERS FOR THE
COUNTY OF CUMBERLAND

By: _____
Clerk to the Board

Glenn Adams, Chairman

APPROVED AS TO FORM:

Rick Moorefield, County Attorney



OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 10, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 10/1/2024

SUBJECT: ORDINANCE REGULATING VAPING ON COUNTY PROPERTY

Requested by: CHAIRMAN ADAMS

Presenter(s): COUNTY ATTORNEY

BACKGROUND

Attached is a proposed ordinance to prohibit vaping in county buildings and on county property, except those facilities which are under the operational control of the Civic Center Commission and the Fayetteville-Cumberland Parks and Recreation Advisory Commission. The Civic Center Commission passed a motion to request that the vaping ordinance give it the authority to regulate vaping on the facilities for which it has responsibility, as was done in the smoking ordinance.

The vaping ordinance uses most of the language of the smoking ordinance, but the smoking ordinance was authorized by a statute that only applies to the regulation of ignited tobacco products. There is no statutory authorization to regulate vaping. The vaping ordinance uses the statutory authority for the board to adopt ordinances to promote the public health, safety and general welfare of the county's citizens and the board of commissioners' responsibility to supervise the use of county property. These types of ordinances are typically referred to as "police-powers" ordinances and require the board to consider public health data to justify adoption of the ordinance. That is the reason for the cited materials from the well-known medical organizations in the resolution.

The adoption of a police-powers ordinance does not require the board to conduct a public hearing, but the board can choose to do so. Whether or not the board conducts a public hearing, the approval of all the

commissioners is required to be adopted at the first meeting at which it is presented. If it is not approved by all at the first meeting, a majority vote prevails at a second meeting.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board consider the proposed resolution to adopt the vaping ordinance.

ATTACHMENTS:

Description	Type
Resolution Adopting Vaping Ordinance	Backup Material

**AN ORDINANCE OF THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS
REGULATING VAPING ON AND WITHIN COUNTY PROPERTY**

WHEREAS, Cumberland County adopted an ordinance May 6, 2013, amended March 17, 2014, and codified as Chapter 9.5, Article VIII, Cumberland County Code, prohibiting smoking within all county-owned or leased buildings, grounds and motor vehicles except certain entertainment and recreation facilities; and,

WHEREAS, the board of commissioners finds that on-going research suggests that secondhand vaping aerosols also create detrimental health impacts for bystanders, as demonstrated by the following:

- A study supported by National Institutes of Health and approved by the institutional review board of the University of Southern California concluded secondhand nicotine vape exposure was associated with increased risk of bronchitic symptoms and shortness of breath among young adults.¹
- The American Cancer Society reports that although scientists are still learning about the health effects of being exposed to secondhand e-cigarette aerosol, the US Surgeon General has concluded that e-cigarette aerosol is not harmless and secondhand aerosol can expose others to nicotine, and possibly to other harmful chemicals.²
- The American Heart Association, citing a researcher at the Johns Hopkins Ciccarone Center for the Prevention of Cardiovascular Disease, reports there is evidence suggesting that e-cigarette use is associated with respiratory conditions and cardiovascular diseases, both for e-cigarette use and for exposure to secondhand vapor, and people should minimize their exposure to vaping.³
- The American Lung Association reports that vaping products may have several harmful effects on health and cites a 2016 conclusion by the Surgeon General that secondhand emissions contain, "nicotine; ultrafine particles; flavorings such as diacetyl, a chemical linked to serious lung disease; volatile organic compounds such as benzene, which is found in car exhaust; and heavy metals, such as nickel, tin, and lead."⁴

¹ Talat Islam, Jessica Braymiller, Sandrah P. Eckel, Feifei Liu, Alanyna P. Tackett, Meghan E. Rebuli, Jessica Barrington-Trimis, Rob McConnell, "Secondhand nicotine vaping at home and respiratory symptoms in young adults," *Thorax*, 2022 Jul; 77(7): 663–668. Published online 2022 Jan 10. doi: [10.1136/thoraxjnl-2021-217041](https://doi.org/10.1136/thoraxjnl-2021-217041).

² The American Cancer Society medical and editorial content team, "Health Risks of Secondhand Smoke," <https://www.cancer.org/cancer/risk-prevention/tobacco/health-risks-of-tobacco/secondhand-smoke.html>, last revised January 12, 2023, (site last visited September 30, 2024).

³ Tate Gunnerson, "In secondhand vape, scientists smell risk," *American Heart Association News*, May 31, 2022, <https://www.heart.org/en/news/2022/05/31/in-secondhand-vape-scientists-smell-risk>, (site last visited September 30, 2023).

⁴ American Lung Association, "The Inhalation of Harmful Chemicals Can Cause Irreversible Lung Damage and Lung Disease," <https://www.lung.org/quit-smoking/e-cigarettes-vaping/impact-of-e-cigarettes-on-lung>, last updated September 9, 2024, (site last visited September 30, 2024).

AND WHEREAS, the board of commissioners finds that secondhand vaping aerosols are offensive and an annoyance to some bystanders; and

WHEREAS, Cumberland County is committed to providing a safe and healthy workplace in all County facilities for its employees and a safe and healthy environment for the public; and

WHEREAS, the board of commissioners wishes to minimize the harmful effects of secondhand exposure to vape aerosols for employees and the public within and upon the county's property; and

WHEREAS, the board of commissioners finds the prohibition of vaping on and within county-owned property to be in the public interest and to promote the public health, safety, and welfare.

NOW THEREFORE, BE IT ORDAINED by the Cumberland County Board of Commissioners that Article XIII, Vaping Regulations, as set forth below is hereby adopted as an ordinance to be codified in Chapter 9.5, of the Cumberland County Code.

ARTICLE XIII. VAPING REGULATIONS

Sec. 9.5-154. Authority.

This ordinance is enacted pursuant to N.C. Gen. Stat. 153A-121 and N.C. Gen. Stat. 153A-169.

Sec. 9.5-155. Purpose and intent.

The board of county commissioners recognizes the increasing evidence that secondhand exposure to the aerosols emitted by using e-cigarettes and other vaping devices creates a risk to the health of some persons and can be a cause of annoyance and physical discomfort to others, whether in confined spaces or out of doors. The board of commissioners acknowledges this research is on-going and further study is needed; however, the board of commissioners finds that the regulation of vaping by this article is intended to minimize the potential harm to public health and create a healthy, welcoming environment upon and within the county's facilities for the county's employees and citizens. The purpose and intent of this article is to promote the public health, safety and general welfare by prohibiting vaping within the county-owned or county-leased buildings, vehicles, and grounds as designated herein.

Sec. 9.5-156. Definitions.

The following terms, words, and phrases as used in this article are hereby defined as follows:

County building means a building owned by the county, including those which are leased as lessor by the county, and a building or a portion thereof leased by the county as lessee for any purpose.

Employee means a person who is employed by the county or who contracts with the county or a third person to perform services for the county, or who otherwise performs services for the county with or without compensation.

Enclosed area means the interior portion of a county-owned or county-leased building.

Grounds refers to all unenclosed property surrounding county buildings and public buildings as defined herein and open space owned by the county and used for any purpose.

Public building means any enclosed area of any building or structure owned, leased, operated, maintained or managed, directly or indirectly, by the county.

Vape or vaping means using any electronic device that delivers nicotine, tetrahydrocannabinol (THC), or any other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, vape, or electronic hookah.

Sec. 9.5-157. Smoking prohibited in public buildings and vehicles.

Vaping is prohibited within all county buildings and public buildings; on the grounds of all county buildings and public buildings except the civic center facilities under the operational control of the Cumberland County Civic Center Commission and the parks and recreation facilities under the operational control of Fayetteville-Cumberland Co. Parks & Recreation; and in county-owned or county-leased vehicles. The Cumberland County Civic Center Commission is authorized to develop rules and policies to regulate vaping within the public buildings and on the grounds of the civic center facilities. The Fayetteville-Cumberland Parks and Recreation Advisory Commission is authorized to develop rules and policies to regulate vaping within the public buildings and on the grounds of parks and recreation facilities.

Sec. 9.5-158. Posting of signs required.

"NO VAPING" with letters of not less than one inch in height shall be clearly, sufficiently and conspicuously posted in every county building or public building, on the grounds, or other place where vaping is regulated by this article, by the public official having control of such building, grounds, or other place. This signage may be combined with the "NO SMOKING" signage required by Article VIII in Chapter 9.5 of this code. No person shall remove or deface any sign required to be posted by or under the authority of this article.

Sec. 9.5-159. Implementation requirements.

(a) The person in charge of the county building, public building, or grounds where vaping is prohibited, or his or her designee, shall direct a person who is vaping to cease and, if the person does not comply, shall contact the designated enforcement officer for the county.

(b) The board of commissioners authorizes the county manager to appoint such designated enforcement officer or officers as the county manager deems appropriate.

(c) The county shall provide county employees with resources for assistance in quitting vape or vaping.

Sec. 9.5-160. Enforcement and penalties.

(a) *Penalty for violation.* Following oral or written notice by the person in charge of an area described in section 9.5-159, or his or her designee, failure to cease vaping constitutes an infraction punishable by a fine of not more than \$50.00. The board of commissioners authorizes the county manager to appoint a person or persons employed by the county to send a civil penalty citation to the violator by certified mail or personally deliver such citation to the violator stating the nature of the

violation, the amount of the penalty, and directing the violator to pay the penalty to the county tax collector office within fourteen days of receipt of the citation.

(b) *Additional sanctions for employees.* In addition to any penalty under subsection (a), employees of the county who violate this article shall be subject to disciplinary action consistent with the county's human resources policies.

Sec. 9.5-161. Other applicable laws.

This article shall not be interpreted nor construed to permit vaping where it is otherwise prohibited or restricted by other applicable laws.

Sec. 9.5-162. Effective date.

This article shall become effective upon its adoption.



FINANCE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 10, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBIN K. DEEVER, FINANCE DIRECTOR/CHIEF FINANCIAL OFFICER

DATE: 9/27/2024

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, June year-to-date. Additional detail has been provided on a separate page explaining percentages.

RECOMMENDATION / PROPOSED ACTION

No action needed. Report provided for information and discussion 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 June 30, 2024	PERCENT OF BUDGET TO DATE	*
Ad Valorem Taxes						
Current Year	\$ 173,008,171	\$ 174,316,451	\$ 174,316,451	\$ 177,235,795	101.7%	(1)
Prior Years	1,227,090	1,274,781	1,274,781	954,128	74.8%	
Motor Vehicles	25,322,735	27,054,585	27,054,585	26,384,445	97.5%	(2)
Penalties and Interest	903,988	732,162	732,162	831,462	113.6%	
Other	1,040,783	1,150,355	1,150,355	1,222,547	106.3%	
Total Ad Valorem Taxes	201,502,767	204,528,334	204,528,334	206,628,378	101.0%	
Other Taxes						
Sales	62,946,775	66,330,475	66,330,475	63,417,887	95.6%	(3)
Real Estate Transfer	2,620,117	2,200,000	2,200,000	1,932,460	87.8%	
Other	842,915	832,262	832,262	837,674	100.7%	
Total Other Taxes	66,409,807	69,362,737	69,362,737	66,188,021	95.4%	
Unrestricted & Restricted Intergovernmental Revenues	69,259,446	72,884,504	82,817,712	81,286,016	98.2%	(4)
Charges for Services	14,807,065	13,391,478	14,238,966	16,021,785	112.5%	(5)
Other Sources (includes Transfers In)	27,571,906	10,738,371	6,961,921	22,790,617	327.4%	
Lease Land CFVMC	4,532,728	4,532,728	4,532,728	4,765,496	105.1%	
Total Other	32,104,634	15,271,099	11,494,649	27,556,113	239.7%	
Total Revenue	\$ 384,083,719	\$ 375,438,152	\$ 382,442,398	\$ 397,680,312	104.0%	
Fund Balance Appropriation		6,454,775	40,927,494	-	0.0%	
Total Funding Sources	\$ 384,083,719	\$ 381,892,927	\$ 423,369,892	\$ 397,680,312	93.9%	

**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 June 30, 2024	BUDGET TO DATE	
Governing Body	\$ 742,015	\$ 737,485	\$ 748,620	\$ 736,843	98.4%	
Administration	2,407,803	2,981,741	2,980,241	2,222,699	74.6% (1)	
Public Information	1,313,573	1,789,756	1,829,490	1,564,007	85.5%	
Human Resources	1,105,075	1,350,074	1,350,074	1,280,843	94.9%	
Court Facilities	135,296	144,720	239,596	211,788	88.4%	
Facilities Maintenance	1,237,443	1,261,435	1,385,663	1,291,965	93.2%	
Landscaping & Grounds	829,912	789,040	789,040	718,447	91.1%	
Carpentry	218,434	234,055	234,055	247,593	105.8%	
Facilities Management	1,487,165	1,595,264	1,595,264	1,564,472	98.1%	
Public Buildings Janitorial	1,034,473	1,276,630	1,276,630	1,194,800	93.6%	
Central Maintenance	3,720,304	4,423,015	5,579,743	4,298,059	77.0%	
Innovation & Technology Services	7,302,362	9,229,693	9,430,063	8,709,018	92.4%	
Board of Elections	1,221,913	1,885,321	1,885,321	1,608,789	85.3%	
Financial Services	1,487,150	1,568,394	1,568,394	1,352,490	86.2%	
Legal	1,107,578	1,321,291	1,321,291	1,273,104	96.4%	
Register of Deeds	2,613,490	2,799,411	3,240,177	2,491,109	76.9%	
Tax	7,139,112	7,325,216	7,365,716	7,264,184	98.6%	
Debt Service	336,850	-	-	-	0.0%	
General Government Other	5,069,712	6,489,381	14,410,956	8,640,111	60.0% (2)	
Sheriff	55,631,240	59,905,448	62,983,971	55,477,249	88.1%	
Emergency Services	4,644,689	5,076,820	5,284,601	4,557,527	86.2%	
Adult Drug Treatment Court	-	-	962,689	-	0.0% (3)	
DWI Court	-	-	149,845	86,316	57.6% (4)	
Justice Services	642,262	742,383	758,149	712,944	94.0%	
Youth Diversion	38,013	37,691	37,691	37,484	99.5%	
Veterans Treatment Court	-	-	948,996	-	0.0% (5)	
Animal Services	3,921,983	4,493,335	4,577,915	4,101,432	89.6%	
Public Safety Other (Medical Examiners, NC Detention Subsidy)	1,437,673	2,034,642	3,314,812	2,502,554	75.5% (6)	
Health	26,919,350	33,250,408	36,821,551	32,096,118	87.2%	

**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 June 30, 2024	BUDGET TO DATE	
Mental Health	5,536,157	5,717,199	5,717,199	5,461,559	95.5%	
Social Services	56,096,221	70,087,126	71,666,887	59,147,762	82.5%	
Veteran Services	604,817	603,701	604,721	650,296	107.5%	
Child Support	5,525,083	6,227,054	6,227,054	6,168,300	99.1%	
Spring Lake Resource Administration	30,265	61,649	81,649	63,583	77.9%	
Library	11,263,871	11,605,594	12,412,827	11,422,123	92.0%	
Culture Recreation Other (Some of the Community Funding)	260,569	459,923	459,923	109,923	23.9%	(7)
Planning	3,181,344	3,606,363	3,646,789	3,499,812	96.0%	
Engineering	568,037	2,422,932	2,431,021	605,625	24.9%	(8)
Cooperative Extension	758,745	865,386	865,386	769,637	88.9%	
Location Services	241,407	237,473	237,473	240,691	101.4%	
Soil Conservation	1,155,340	590,634	1,781,415	949,311	53.3%	(9)
Public Utilities	103,625	104,723	104,723	114,195	109.0%	
Economic Physical Development Other	113,990	20,000	1,219,600	1,222,118	100.2%	
Economic Incentive	276,652	468,126	468,126	305,276	65.2%	(10)
Water and Sewer	1,569	100,000	200,843	172,689	86.0%	
Education	100,442,517	104,595,132	104,845,132	105,189,567	100.3%	
Other Uses:						
Transfers Out	43,532,750	21,377,263	37,328,570	35,586,967	95.3%	
TOTAL	\$ 363,437,829	\$ 381,892,927	\$ 423,369,892	\$ 377,921,380	89.3%	

Expenditures by Category	FY22-23	FY23-24	FY23-24	YTD ACTUAL	PERCENT OF	
	AUDITED	ADOPTED BUDGET	REVISED BUDGET	(unaudited) AS OF June 30, 2024	BUDGET TO DATE	
Personnel Expenditures	\$ 152,866,615	\$ 174,893,528	\$ 176,892,013	\$ 163,940,617	92.7%	
Operating Expenditures	161,927,032	181,714,774	196,325,845	169,750,298	86.5%	
Capital Outlay	5,111,432	3,907,362	12,823,464	8,328,328	64.9%	(11)
Debt Service	-	-	-	315,171	0.0%	
Transfers To Other Funds	43,532,750	21,377,263	37,328,570	35,586,967	95.3%	
TOTAL	\$ 363,437,829	\$ 381,892,927	\$ 423,369,892	\$ 377,921,380	89.3%	

COUNTY OF CUMBERLAND

Fiscal Year 2024 - June Year-to-Date Actuals (Report Run Date: September 25, 2024)

Additional Detail

General Fund Revenues

*

- (1) **Current Year Ad Valorem 101.7%** - The bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles 97.5%** - YTD Actual reflects 12 months of collections.
- (3) **Sales Tax 95.6%** - YTD Actual reflects 12 months of collections. Collections for the fiscal year are first recorded in October.
- (4) **Unrestricted/Restricted Intergovernmental 98.2%** - There is typically a one to two month lag in receipt of this funding.
- (5) **Charges for Services 112.5%** - The largest component of charges for services is revenue from the Board of Ed for security at 20% of budget. 90% of that revenue has been billed/collected to date.

General Fund Expenditures

**

- (1) **Administration 74.6%** - Personnel costs are low as a result of vacancies in the department.
- (2) **General Government Other 60.0%** - ARP Freed-Up Capacity funds are budgeted and not yet expended.
- (3) **Adult Drug Treatment Court 0.0%** - Expenditures for this DOJ grant began 10/1/23.
- (4) **DWI Court 57.6%** - Expenditures for this DOJ grant began 10/1/23.
- (5) **Veterans Treatment Court 0.0%** - Expenditures for this DOJ grant began 10/1/23.
- (6) **Public Safety Other 75.5%** - Approximately \$567K budgeted for reimbursements for an interlocal agreement with the City of Fayetteville is unexpended.
- (7) **Culture Recreation Other 23.9%** - Approximately \$350K is encumbered for an interlocal agreement with the City of Fayetteville and is unexpended.
- (8) **Engineering 24.9%** - Approximately \$1.7M budgeted for generators is unexpended.
- (9) **Soil Conservation 53.3%** - Approximately \$821K in USDA Grant funds were budgeted and are unexpended.
- (10) **Economic Incentive 65.2%** - Economic incentives are paid when the company complies.
- (11) **Capital Outlay 64.9%** - These capital outlay items are typically purchased in the second and third quarters of the fiscal year.



RISK MANAGEMENT

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 10, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JULIE A. CRAWFORD, BENEFITS CONSULTANT

DATE: 9/27/2024

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 FY25 are up 4.65% for the month of August as compared to the same month in FY24. To provide some perspective, below is the two-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 22, 23, 24 and 25. Additionally, graphs are provided in the attachment to aid in the analysis.

Year to date claims and premium payment through August	\$4,859,785
Less year to date stop loss credits	(\$0)
Net year to date claims and premium payment through August	\$4,859,785

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

FY21 \$1,489,657

FY22 \$2,622,469

FY23 \$1,869,898

FY24 \$2,128,457

FY25 \$2,429,893

RECOMMENDATION / PROPOSED ACTION

Information only – no action needed.

ATTACHMENTS:

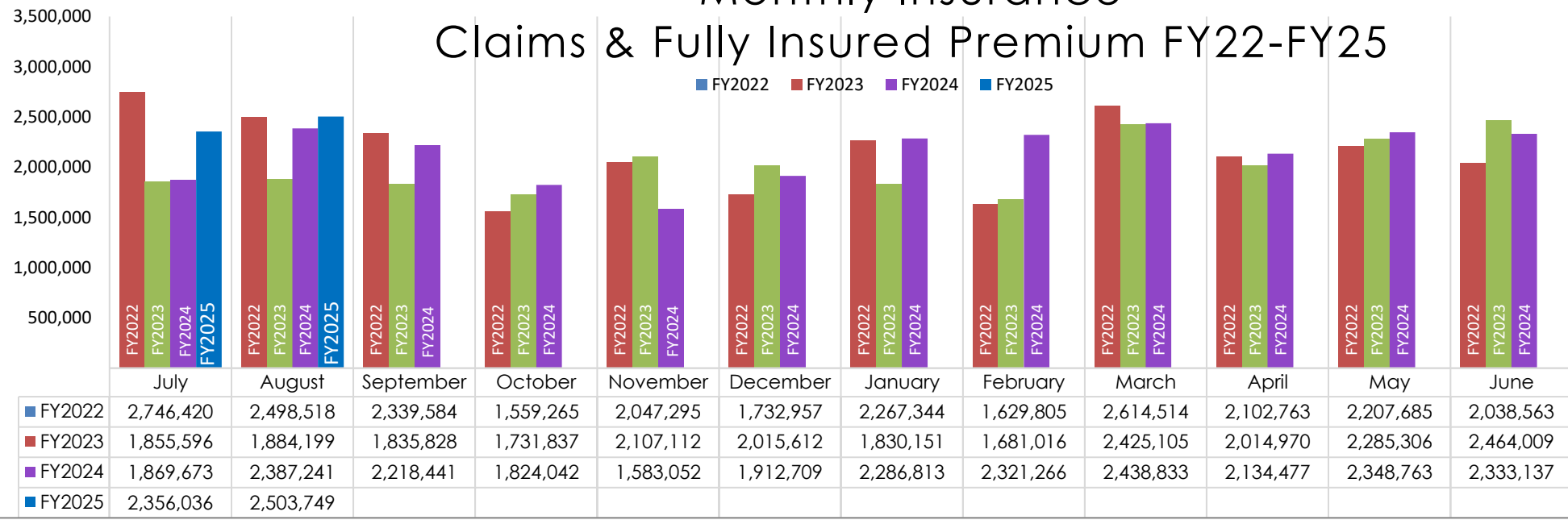
Description

Health Insurance Graphs

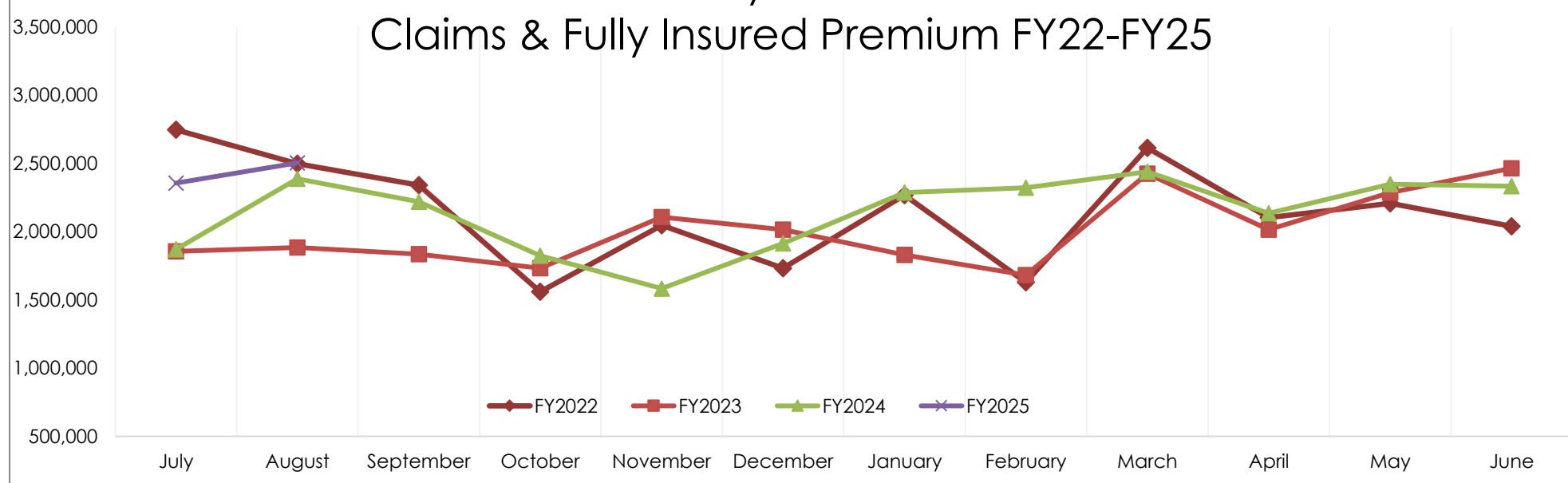
Type

Backup Material

Monthly Insurance Claims & Fully Insured Premium FY22-FY25



Monthly Insurance Claims & Fully Insured Premium FY22-FY25





COMMUNITY DEVELOPMENT

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 10, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, CHIEF OF STAFF / INTERIM DIRECTOR OF
COMMUNITY DEVELOPMENT

DATE: 10/4/2024

SUBJECT: QUARTERLY COMMUNITY DEVELOPMENT UPDATE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): COMMUNITY DEVELOPMENT STAFF

BACKGROUND

This report provides a quarterly update on projects and activities being implemented through the Community Development Department for the Program Year period beginning July 1, 2024 and ending June 30, 2025. The funding sources used to carry out the projects and activities include the Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME), Continuum of Care (CoC) Program, CDBG-CV, and general funds.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description	Type
Community Development Update	Backup Material

COMMUNITY DEVELOPMENT UPDATE

As of September 30, 2024 (*pending budget revisions)

FUNDING SOURCES (JULY1 ,2024-JUNE 30,2025)	
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)	
• Community Development Block Grant (CDBG)	\$904,194.00
• HOME Investment Partnerships Program (HOME)	\$383,274.17
• HOME Investments Partnership Program-American Rescue Plan (HOME-ARP)	\$1,435,021.00
• Continuum of Care Program (CoC) Program (COC programs overlap fiscal years)	\$228,152.00
LOCAL FUNDS	
• County General Funds (Admin)	\$384,129.00
• PATH/CoC Program Match	\$174,040.00
• HOME Program Match	\$577,211.00
• Homeless Services Initiative City/County \$100,000 County (City of Fayetteville \$100,000 (The City has not confirmed the commitment for FY25))	\$200,000.00
PROJECTS AND ACTIVITIES FOR JULY 1,2024-JUNE 30,2025 FUNDING CYCLE	
Project/Activity Type	Allocation
Public Services (CDBG/CDBG-CV)	
Better Health of Cumberland County	\$15,000.00
Cumberland County Medication Access Program	\$15,000.00
Cumberland HealthNet	\$15,000.00
Endeavors (remaining amount from FY24 agreement) (CDBG-CV)	\$46,179.60
Greater Life of Fayetteville	\$15,000.00
Legal Aid of North Carolina	\$15,000.00
Myrover-Resse Fellowship Homes	\$15,000.00
Public Facilities	
Cumberland County -Homeless Support Center (Land Acquisition) (*\$575,550 total)	*\$190,000.00
Myrover Reese Fellowship Homes (potential project in planning phase)	*\$100,000.00
Phoenix Place/Robins Meadow Transitional Housing Units HOME/CDBG/ HOME-ARP & Program Income & Sharp Grant (Total project costs estimated)	*\$4,235,021.00
Demolition and Clearance	\$10,000.00
Affordable Housing Development, Homebuyer (HOME)/Housing Rehabilitation (CDBG/HOME)	
Kingdom Community Development Corporation	\$636,755.54
Housing Rehabilitation-Owner Occupied/Rental (CDBG)	\$200,000.00
Housing Rehabilitation (HOME)	\$506,354.00
Homebuyer Assistance (HOME)	\$50,000.00
Housing Project Delivery (CDBG/HOME)	\$298,965.42
Single Family Housing (HOME-ARP) (*see public facilities)	
Continuum of Care (CoC) Program (CoC programs require 25% match)	
Robins Meadow Transitional Housing Program (7/1/2024-6/30/2025)	\$85,817.00
Community Housing and Support Services (10/1/2024-9/30/2025)	\$92,055.00
CoC Planning Grant (10/1/2024-9/30/2025)	\$50,280.00
Economic Development	
Economic Development; Small Business Assistance	\$25,000.00
General Funds	
Homeless Services Initiative: County City General Funds (Homeless Information Management system, Data Evaluation Analyst Position and Housing Services Administration/Match (CDBG/HOME/General Funds) (NOTE: Data & Evaluation Analyst 100% GF)	\$100,000.00
Administration (CDBG=\$384,129 /HOME=\$38,327.42/HOME Match)	\$422,456.42



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 10, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA JAYNE, GRANTS MANAGER

DATE: 10/2/2024

SUBJECT: GRANTS UPDATE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): LISA JAYNE, GRANTS MANAGER

BACKGROUND

This report provides an update on competitive grant activity throughout Cumberland County from September 1-30, 2024. To date for FY2025, the County has submitted grant applications totaling \$101.3 million and been awarded \$78.55 million on funding.

The attached dashboard shows grant activity for September 2024. The County received three award notifications, including \$1,080,000 from Department of Justice for the juvenile drug treatment court program.

RECOMMENDATION / PROPOSED ACTION

For information purposes only.

ATTACHMENTS:

Description	Type
Grants report - SEPTEMBER 2024	Backup Material

Filters **Days in STATUS DATE** 9/1/24 to 9/30/24

Grants Management Dashboard



Filter by Department

DEPARTMENT

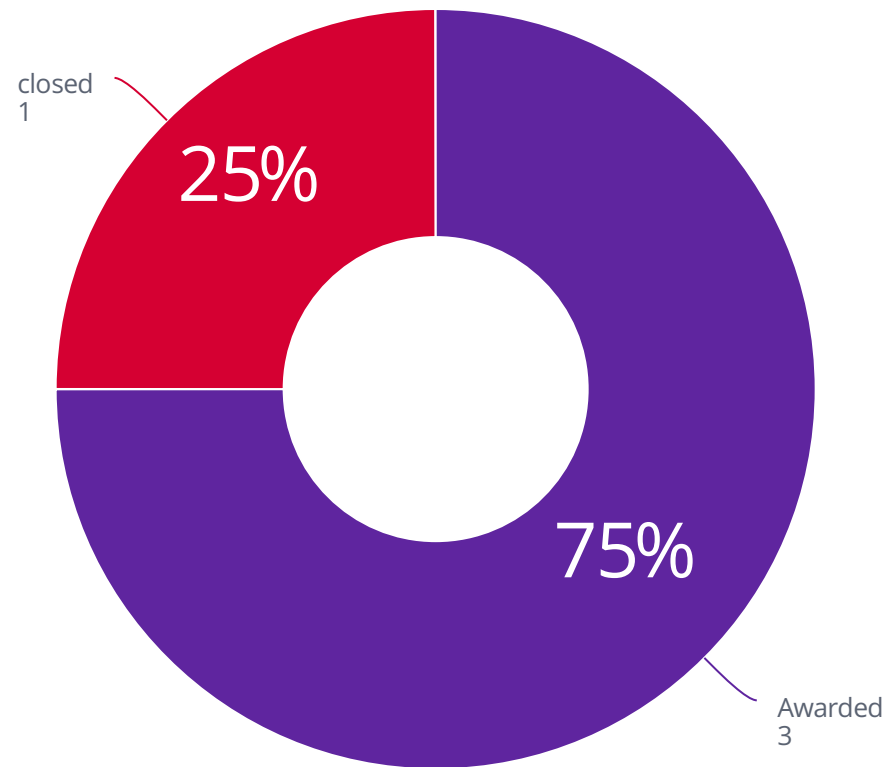
Total Amount Requested

\$2.80M

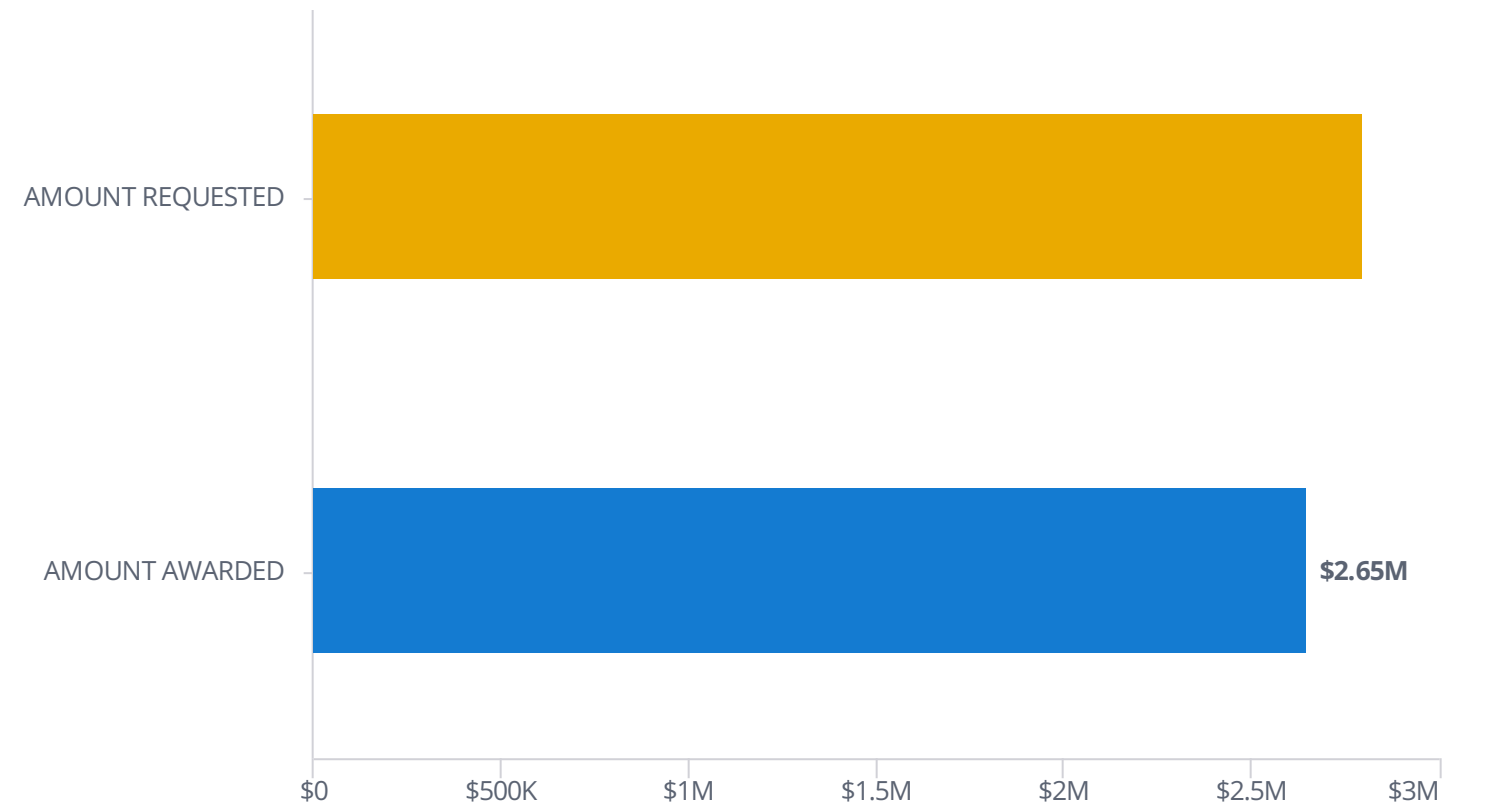
Total Amount Awarded

\$2.65M

Grant Status

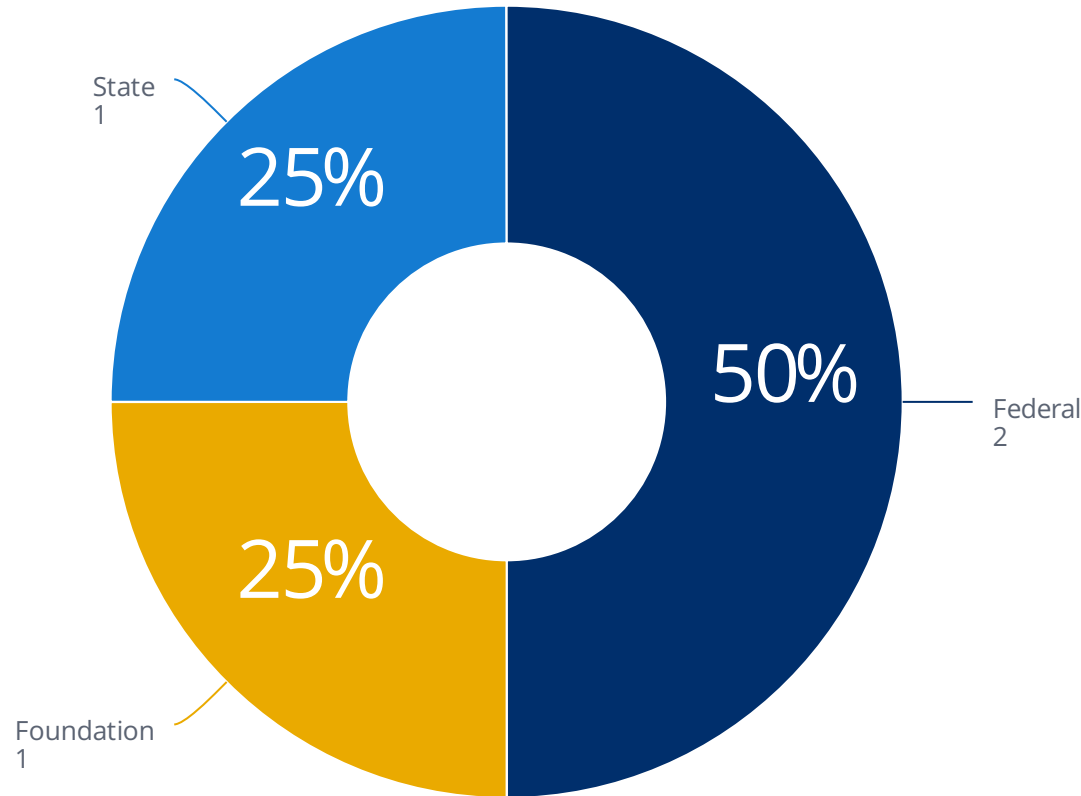


Amount Requested Vs. Awarded

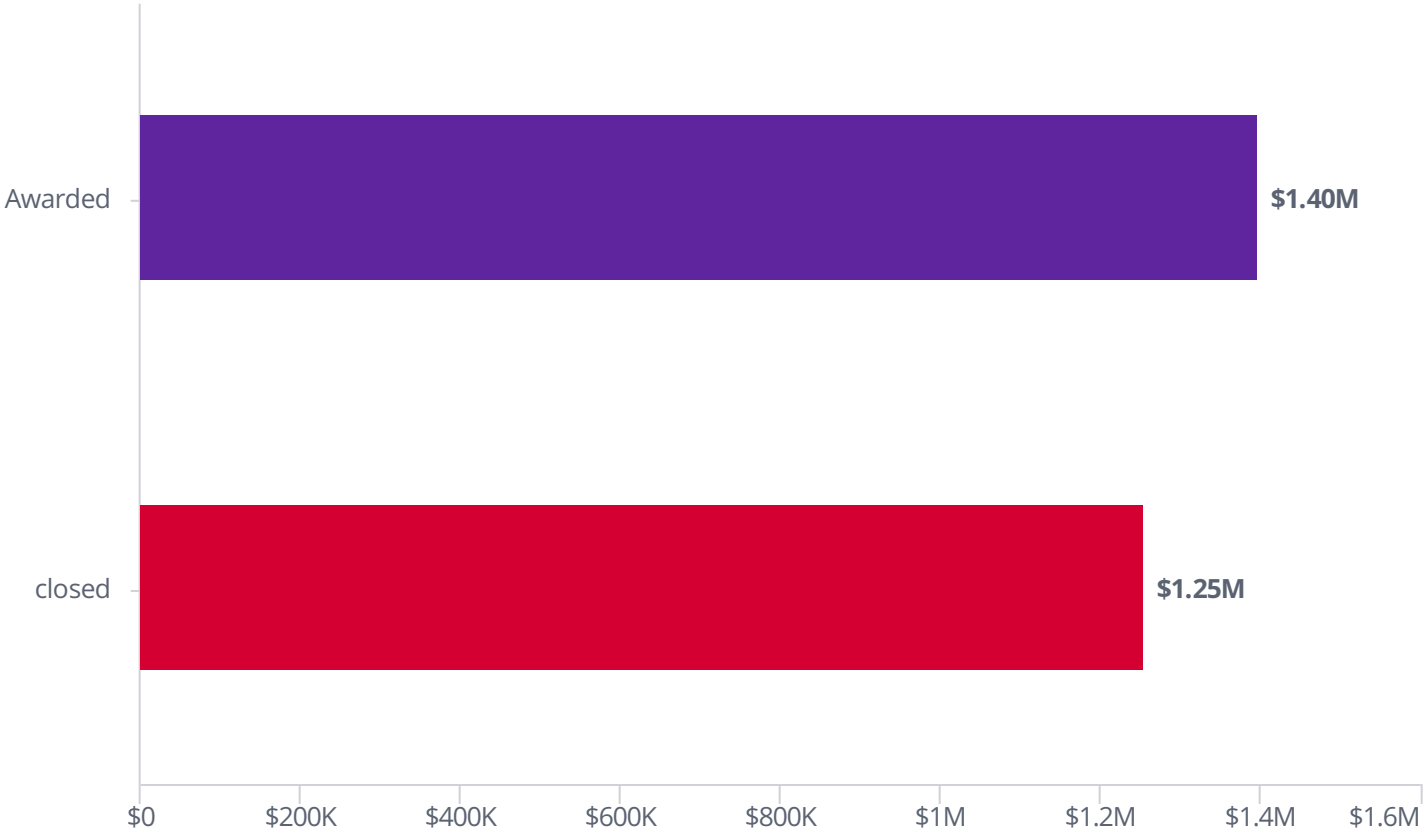


Filters Days in STATUS DATE 9/1/24 to 9/30/24

Grant Type



Grant Status by Amount



DEPARTMENT	GRANT DUE DATE	GRANT TITLE	GRANTING AGENCY	PROJECT SUMMARY	STATUS	STATUS DATE	AMOUNT REQUESTED	AMOUNT AWARDED
Justice Services	5/28/2024	Juvenile Drug Treatment Court Program	DOJ/OJP/OJJDP	Implement new and innovative approaches to enhance existing juvenile drug treatment courts (JDTC) and improve outcomes for youth with substance use disorder or co-occurring substance use and mental health disorders, including those with histories of trauma.	Awarded	9/24/2024	\$ 1,250,000.00	\$ 1,080,000.00
Public Health	7/1/2024	Health Department	Partnership for Children/SMART Start	Child Care Health Consultants (CCHCs) are trained health professionals with education and experience in child and community health and early care and education. CCHCs work with programs to assess, plan, implement, and evaluate strategies to achieve high-quality, safe, and healthy childcare environments.	Awarded	9/1/2024	\$194,390.00	\$194,390.00
Soil & Water	1/1/2023	Emergency Watershed Protection Program (EWP)	USDA-Natural Resources Conservation Service (NRCS)	Round 1 is closed. Currently working to close out Round 1. Currently. Rounds 2 and 3 were closed out in January. All funding has been reimbursed to the county. The contract with the Wooten Round 2 & 3 was completed in Jan 2024. Round 1 has begun. Company has been signed, and the subconsultant identifies the presence of wetlands in the vicinity of the project areas. Working with Legal in preparation for RFP. Phase 1 to begin Jan and Phase 2 in March, close out by summer 2023 . The Wooten Company is managing this project for the county and Engineering is overseeing. Work is currently being done to complete the project.	Closed	9/27/2024	\$1,253,954.00	\$1,253,954.00
Soil & Water	7/5/2024	Stream Rehabilitation Assistance Program (StRAP)	NC Soil & Water Commission/NC Division of Soil & Water Conservation	Education Equipment such as a rainfall simulator to use in educational demonstrations for both adults and schools	Awarded	9/24/2024	\$101,020.00	\$122,234.00



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 10, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 10/10/2024

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	Original project complete. Installation of new chiller will be funded with portion of remaining project funds and project will be closed out once chiller installation is complete. Chiller installation pre-construction meeting held on September 24, 2024. Work starting on October 7, 2024. Estimated completion is November 4, 2024.	3/8/2021	360 days	November 4, 2024
Law Enforcement Center Switchgear Replacement	\$350K	Switchgear delivered on August 28, 2024. Will install on evening of November 8, 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 February 3, 2025.	6/6/2022	180 days	February 10, 2025
Recovery Shelter Generators	\$3M	Generators solicited. Contracts undergoing review. Legal drafting required interlocal agreements for access and maintenance of generators.	8/10/2023	365 days	August 2025
Coliseum Parking Areas 1 and 2 Parking Lot Repairs	\$500K	Work started on September 16, 2024. Estimated completion is November 15, 2024.	1/3/2023	180 days	November 15, 2024
Crown Hospitality – Lobby Renovation	\$1.5M	Bid award approved on June 17, 2024. Contract under review.	10/25/2022	N/A	August 2025
Crown Elevator Modernization	\$750K	Elevator 1 complete. Elevator 2 starts on October 7, 2024.	1/3/2024	270 days	December 13, 2024
Animal Services Isolation Building	\$1.1M	Finalizing site plan. Will solicit once plan is approved.	TBD	TBD	TBD
Sheriff's Indoor Training Range Upgrade	\$850K	Solicited August 28, 2024. Bids closed on September 30, 2024. Will bring bid award recommendation to BOC for approval.	TBD	TBD	TBD
Public Health UPS Replacement	\$300K	Preparing solicitation. Pending submittal from equipment dealer.	TBD	TBD	TBD
LEC Bathroom and Locker Room Upgrade	\$450K	Finalized specifications. Preparing solicitation.	TBD	TBD	TBD