
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 118
JUNE 16, 2025
6:45 PM

INVOCATION - Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE -

RECOGNITIONS

2025 Governor's Volunteer Service Award Recipients

2025 Citizens Academy Class

Cumberland County "Ignite" Internship Program

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

2. CONSENT AGENDA

- A. Approval of January-May 2025 Regular Meeting Minutes
- B. Approval of a Proclamation Recognizing Amateur Radio Operators Week in Cumberland County
- C. Approval of a Proclamation Recognizing Juneteenth in Cumberland County
- D. Approval of a Proclamation Recognizing PRIDE in Cumberland County
- E. Approval of a Proclamation Recognizing the 250th Anniversary of the Liberty Point Resolves in Cumberland County
- F. Approval to Pay Prior Year Invoices
- G. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy
- H. Approval of Departmental Records Retention Schedules and Amendments
- I. Approval of Lease Agreement with Coastal Horizons Center, Inc.
- J. Approval of Budget Ordinance #B250008 for the Agricultural Business Assistance Policy
- K. Approval of Contract for Employee Childcare Center Operator
- L. Approval of Library Board of Trustee By-Law Revision
- M. Approval of Community Impact Grant Recommendation
- N. Approval of Budget Ordinance Amendments for the June 16, 2025 Board of Commissioners' Agenda

- O. Approval of Contract Amendment for Ground Mosquito Control Services Stand-By Contract
- P. Approval of Sole Source Purchase of Automatic License Plate Reader Systems for Sheriff's Office
- Q. Approval of Grant Project Budget Ordinance #250207 for the Landfill Leachate PFAS Treatment
- R. Approval of Contract Change Order for Solid Waste Recycling Center Fire Protection Improvements
- S. Approval of Service Agreement for Asset Management and Financial Plan for NORCRESS
- T. Approval of Budget Ordinance Amendment #250343 for the Cumberland SWCD Emergency Watershed Protection Program 25% Match
- U. Approval of Cumberland County Board of Commissioners Agenda Session Items
 - 1. Black Voice Museum Project Contract Expansion and Funding Request
 - 2. Happy Deli Franchise Agreement
 - 3. Interlocal Agreement between Cumberland County Health Department and the City of Fayetteville
 - 4. Memorandum of Understanding Between Board of Education and Cumberland County Emergency Services
 - 5. Vehicle Replacement Policy

3. PUBLIC HEARINGS

Rezoning Cases

- A. CASE # ZON-25-0008
- B. CASE # ZON-25-0010
- C. CASE # ZON-25-0013
- D. CASE # ZON-25-0016

4. ITEMS OF BUSINESS

- A. Consideration of Funding Contract with NC History Center Foundation

5. NOMINATIONS **There are no Nominations for This Meeting**

6. APPOINTMENTS

- A. Equalization and Review Board (1 Vacancy)

RECESS THE BOARD OF COMMISSIONERS' MEETING

CONVENE THE NORCRESS WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

7. NORCRESS WATER AND SEWER DISTRICT GOVERNING BOARD CONSENT

AGENDA

- A Approval of Service Agreement for Asset Management and Financial Plan for
NORCRESS

**ADJOURN THE NORCRESS WATER AND SEWER DISTRICT GOVERNING
BOARD MEETING**

RECONVENE THE BOARD OF COMMISSIONERS MEETING

8. CLOSED SESSION: If Needed

ADJOURN

REGULAR BOARD MEETINGS:

****There are no Meetings in July**
August 11, 2025 (Monday) 9:00 A.M.**

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**



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 6/4/2025

SUBJECT: 2025 GOVERNOR'S VOLUNTEER SERVICE AWARD RECIPIENTS

BACKGROUND

The 2025 Governor's Volunteer Service Award Recipients:

- Steve Blanchard – United Way of Cumberland County
- Rhonda Bright – Rhonda's Rainbow Family of Dance
- Vito Amoroso – American Red Cross
- Chris Brooks – American Red Cross
- Neli Manova – Fayetteville Urban Ministry, Fizzy Friends, Employment Source, & United Way of Cumberland County
- Rev. Dr. Jamale Johnson – National Baptist Association, Mount Sinai MBC, Broadwell-Seabrook Community, Omega Psi Phi Fraternity
- Tria Bruce – Employment Source
- Margaret Grantonic – American Red Cross
- Steven Pippenger – American Red Cross
- Wanda Smith – American Red Cross



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 6/10/2025

SUBJECT: 2025 CITIZENS ACADEMY CLASS

BACKGROUND

The Cumberland County Citizens Academy Class of 2025:

Tiffany Brisson
Daphney Bunyan
Rodney Bunyan
Priscilla Commedo
Stephanie Cox
Calista Cuevas
Efrain "Freddie" de la Cruz
Venus de la Cruz
Brian Delrosario
Man Eckenrode
Edward Greene
Carrie Jackson
Sasha Jospehs
Kashia Knight
Tien Le
Ishmael Lebron
Britney Lee
Diontre Pelt
Dr. Tracy Pelt
Joy Potts
Tre' Richardson
Wendy Spruill

Denise Taylor
Kimberly Thomas
Brandon Tigue
Hung "Jerry" Truong
Dr. Wayne Waterford
Tiffany Watson
Kristal Watts
Latosha Williams



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 6/10/2025

SUBJECT: CUMBERLAND COUNTY "IGNITE" INTERNSHIP PROGRAM

BACKGROUND

On May 30, 2025, Cumberland County launched the 4th cohort of the “Ignite” Internship Program. The cohort consists of college students (undergraduate and graduate), and high school students. The County received a total of 250 applications and ultimately hired and onboarded 27 interns.

The following interns are placed in various county departments to complete their ten-week Summer internship:

- Jackson Bryant, Community Development
- Amani Dejesus-Johnson, Community Development
- Zyann Saunders, Community Development
- Olivia Hill, Employee Wellness
- Angel Martinez, Engineering
- Chrisitan Dewitt, Human Resources
- Azelia Ellis, Human Resources
- Chloe Mukibi, Human Resources
- Charlotte Whitman, Human Resources
- Jamell Rodgers, Innovation & Technology Services
- Jack Santini, Innovation & Technology Services
- Alexander Cantero Gignac, Internal Services
- Hobbes Jernigan, Justice Services
- Adara Owens, Justice Services
- Jayla Rourk, Justice Services
- Danielle Dawson, Planning
- Haley Filzen, Public Health
- Briana Jackson, Public Information Office

- Jenna Campbell, Public Library
- Na'imah El-Aalaamin, Public Library
- Chase Gibbs, Public Library
- Arianna Johnson, Sheriff's Office
- Michael Rice, Jr., Sheriff's Office
- Jazelle Young, Sheriff's Office
- Gabriela Cantero Gignac, Soil & Water
- Andrew Forbes, Soil & Water
- Tawheed McCray, Soil & Water



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 6/11/2025

SUBJECT: APPROVAL OF JANUARY-MAY 2025 REGULAR MEETING MINUTES

BACKGROUND

Approval of Minutes January - May 2025



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 6/9/2025

**SUBJECT: APPROVAL OF A PROCLAMATION RECOGNIZING AMATEUR RADIO
OPERATORS WEEK IN CUMBERLAND COUNTY**

BACKGROUND

A request was received for a proclamation recognizing Amateur Radio Operators Week in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Amateur Radio Operators Week Proclamation

Type

Backup Material

COUNTY OF CUMBERLAND

NORTH CAROLINA

Proclamation

WHEREAS, Amateur Radio Emergency Service (ARES) and Radio Amateur Civil Emergency Service (RACES) have been trained to provide effective emergency communication and support; and

WHEREAS, during times of national, state and local emergency, and for community and public events, Amateur Radio Operators have provided communication resources at no cost; and

WHEREAS, amateur radio operators provide weather spotting and reporting activities through the SKYWARN program and ham radio activities; and

WHEREAS, the annual Amateur Radio Operator field days are an opportunity for Hams to hone their emergency preparedness skills; and

WHEREAS, amateur radio represents an organized, volunteer communications public asset, duly authorized by the U.S. Federal Communications Commission and through research and experimentation, Amateur Radio has contributed to the advancement of radio technology.

NOW, THEREFORE, We, the Cumberland County Board of Commissioners, hereby proclaim June 23-29, 2025, as “**Amateur Radio Week**” in Cumberland County, and recognize the skills and dedication of amateur radio operators and thank all operators for their readiness to provide self-supporting communications when needed.

Adopted this 16th day of June 2025.

Kirk J. DeViere, Chairman
Cumberland County Board of Commissioners



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 6/10/2025

**SUBJECT: APPROVAL OF A PROCLAMATION RECOGNIZING JUNETEENTH IN
CUMBERLAND COUNTY**

BACKGROUND

A request was received for a proclamation recognizing Juneteenth in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Juneteenth Proclamation

Type

Backup Material

COUNTY OF CUMBERLAND

NORTH CAROLINA

roclamation

WHEREAS, Juneteenth commemorates the traditional observance of the end of slavery in the United States and is observed annually on June 19; and

WHEREAS, President Abraham Lincoln correctly believed slavery to be in violation of the principles of the Declaration of Independence and that its abolition represented a new birth of freedom for the United States; and

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free and paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States; and

WHEREAS, word about the signing of the Emancipation Proclamation was delayed in reaching authorities and African-Americans in the South and Southwestern United States some two and one half years to June 19, 1865; and

WHEREAS, the following year, the first official Juneteenth celebrations took place and have continued across the United States throughout the years; and

WHEREAS, Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery; and

WHEREAS, Juneteenth is an important opportunity to honor the principles of the Declaration of Independence and celebrate the achievements and contributions African-Americans have made and continue to make across our Nation.

NOW THEREFORE, We, the Cumberland County Board of Commissioners, do hereby extend greetings and best wishes to all observing June 19, 2025 as Juneteenth Day and urge all citizens to become aware of the significance of this celebration in African-American history and in the heritage of our Nation.

Presented this 16th day of June 2025.

*Kirk J. deViere, Chairman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 6/10/2025

**SUBJECT: APPROVAL OF A PROCLAMATION RECOGNIZING PRIDE IN
CUMBERLAND COUNTY**

BACKGROUND

A request was received for a proclamation recognizing PRIDE in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

PRIDE Proclamation

Type

Backup Material

Proclamation

- WHEREAS the United States was founded on the ideals of equality, inclusion, and respect for all, but the realization of these ideals has been long delayed and often obtained after years of struggle, culminating in civil rights legislations or rulings for Lesbians, Gay, Bisexual, Transgender, and Queer or Questioning (LGBTQ*) Americans; AND*
- WHEREAS the month of June 2025 marks 56 years since the Stonewall uprising, wherein LGBTQ* citizens of a variety of ages and racial and ethnic backgrounds, rose up against oppressive laws and policing tactics that have since been found to be unconstitutional; AND*
- WHEREAS the Stonewall uprising is widely considered the beginnings of the modern LGBTQ* civil rights movement. LGBTQ* Pride celebrations have occurred in June, which is nationally recognized as Pride month, all around the country every year since then; AND*
- WHEREAS Cumberland County has a diverse LGBTQ* population with a rich and varied history that includes people of all ethnicities, languages, religions, and professions; AND*
- WHEREAS everyone should be able to live a life free from fear, hatred, or discrimination, whether that it be based on race, religion, gender identity, sexual orientation, age, national origin, or veteran status; AND*
- WHEREAS the achievements of the LGBTQ* community will be celebrated in Cumberland County at Fayetteville Pride's Annual Fest on Saturday, June 21, 2025..*
- NOW, THEREFORE We, the Board of Commissioners of Cumberland County, North Carolina, do hereby proclaim Saturday, June 21, 2025, to be in honor of Fayetteville Pride Fest in Cumberland County.*

Adopted the 16th day of June 2025.

*Kirk J. deViere, Chairman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 6/11/2025

**SUBJECT: APPROVAL OF A PROCLAMATION RECOGNIZING THE 250TH
ANNIVERSARY OF THE LIBERTY POINT RESOLVES IN
CUMBERLAND COUNTY**

BACKGROUND

A request was received for a proclamation recognizing the 250th Anniversary of the Liberty Point Resolves.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Liberty Point Resolves 250th Anniversary

Type

Backup Material

roclamation

WHEREAS, on June 20, 1775, leading citizens of Cumberland County resolved to support one another in resisting British oppression by affirming the Liberty Point Resolves, which are also known as the Cumberland Association; and

WHEREAS, the resolves were signed by fifty residents of Cumberland County, North Carolina early in the American Revolution; and

WHEREAS, the Patriots, who had formed themselves into a group known as the Association met at a tavern in Cross Creek to sign the document protesting the actions of Great Britain after the battles of Lexington and Concord; and

WHEREAS, many of the individuals who signed the Liberty Point Resolves in 1775 took leading places in the American Revolution in hopes of bringing about a more representative government; and

WHEREAS, the combined effort of those who signed the Liberty Point Resolves and the community assisted with independence for the United States of America; and

WHEREAS, 2025 marks the 250th Anniversary of the Liberty Point Resolves.

NOW THEREFORE, We, the Cumberland County Board of Commissioners, do hereby proclaim June 20, 2025 as Liberty Point Resolves Day in Cumberland County.

Adopted this 16th day of June 2025..

*Kirk J. deViere, Chairman
Cumberland County Board of Commissioners*



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBIN KOONCE, FINANCE DIRECTOR AND CHIEF FINANCIAL OFFICER

DATE: 5/22/2025

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES

BACKGROUND

There is a period of time after June 30th of fiscal year-end in which transactions of the prior fiscal year will continue to be processed (typically until the third week in August). After that cutoff date has passed, a department may still receive a vendor invoice that is payable for services that were rendered, or goods were received in the prior fiscal year. When that occurs, approval by the Board of Commissioners is required prior to payment. The following departmental invoices meet those criteria:

Department	Vendor	Invoice Date/Services Rendered	Amount
Social Services	Labcorp	June 29, 2024	\$799.00
Social Services	Pathways Human Services of NC	January 1, 2024	\$71.82
Social Services	Master Exterminators	February 29, 2024	\$290.00
Social Services Total			\$1,160.82
PIO	Methodist University	March 16, 2023 & April 22, 2024	\$1,056.00
PIO Total			\$1,056.00
Health	West Publishing Corporation (Thomson Reuters)	August 1, 2023	\$369.00
Health Total			\$369.00
Internal Services	Unifirst Corporation	February 29, May 23, June 20, 2024	\$59.22
Internal Services	Fayetteville Footwear	October 6, November 7, September 6, 2023	\$667.41
Internal Services	Cintas Corporation	June 5, 2024	\$109.30
Internal Services Total			\$835.93

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay prior year invoices for Social Services totaling \$1,160.82, PIO invoices totaling \$1,056.00, Health Department invoices totaling \$369.00, and Internal Services invoices totaling \$835.93.

ATTACHMENTS:

Description

Prior Year Invoice - Social Services
Prior Year Invoice - PIO
Prior Year Invoice - Health Department
Prior Year Invoice - Internal Services
Prior Year Invoice - Internal Services

Type

Backup Material
Backup Material
Backup Material
Backup Material
Backup Material

Brenda Reid Jackson
Director

Dawn Oxendine
Assistant Director
Legal Services

Donnie Perry
Division Director
Business Operations



CUMBERLAND COUNTY

NORTH CAROLINA

Department of Social Services

Kristin Bonoyer
Assistant Director
Social Work Services

Vivian Tookes
Assistant Director
Economic Services

Heike Hammer
Division Chief
Performance Management

MEMORANDUM

TO: ROBIN DEAVER, FINANCE DIRECTOR

THROUGH: BRENDA JACKSON, DIRECTOR *[Signature]*

THROUGH: DONNIE PERRY, BUSINESS OPERATIONS DIVISION *[Signature]*
DIRECTOR
MELINDA MURRAY, BUSINESS OFFICER II – BUSINESS
OPERATIONS *[Signature]*

FROM: TIMMISHA TAYLOR, ACCOUNTING SPECIALIST I *[Signature]*
COURTNEY WILLIAMS, ACCOUNTING TECHNICIAN IV *[Signature]*

DATE: March 28, 2025

SUBJECT: REQUEST TO PAY PRIOR YEAR (FY 24) INVOICES

Please approve the attached prior year invoices which were presented for payment after the deadline to pay Fiscal Year 2024 invoices.

Validation Statement: We have validated service delivery for each of the invoices attached.

Verification Statement: We have verified for each of the invoices attached that none are duplicates and have not been previously paid.

Measures of Prevention: Vendors have been counseled on the importance of submitting invoices timely. We have also strengthened additional tracking measures to easily identify when recurring vendor invoices have not been submitted.

Attachments

CUMBERLAND COUNTY DEPARTMENT of SOCIAL SERVICES

We stand united to strengthen individuals and families and to protect children and vulnerable adults...

P.O. Box 2429 | Fayetteville, North Carolina 28302-2429 | Phone: 910-677-2589 | Fax: 910-677-2886

www.ccdssnc.com

Prior Fiscal Year Invoices Presented for Payment

VENDOR NAME	INVOICE NUMBER	DOLLAR AMOUNT	REASON INVOICE IS LATE	IMPACT TO CURRENT FISCAL YEAR BUDGET
LABCORP (VENDOR #3716)	80643783	\$799.00	FINANCE DID NOT RECEIVE THE INVOICE UNTIL 8/5/2024.	CAN BE ASBORBED INTO THE BUDGET
PATHWAYS HUMAN SERVICES OF NC (VENDOR#		\$71.82	FINANCE DD NOT RECEIVE THIS INVOICE UNTIL 1/13/2025	CAN BE ABSORBED INTO THE BUDGET
MASTER EXTERMINATORS (VENDOR#	489292	\$290.00	FINANCE DID NOT RECEIVE THIS INVOICE UNTIL 3/13/2025.	CAN BE ABSORBED INTO THE BUDGET

TOTAL: \$1,160.82



Public Information Office

TO: CLARENCE GRIER, COUNTY MANAGER *CM* 5-7-2025
FROM: DIANE B. RICE, COMMUNICATIONS DIRECTOR *Diane B. Rice*
THROUGH: ROBIN KOONCE, FINANCE DIRECTOR
DATE: MAY 6, 2025
SUBJECT: REQUEST TO PAY PRIOR YEAR (FY 23 & 24) INVOICES

The Cumberland County Public Information Office is requesting approval of the attached prior year invoices which were presented for payment after the deadline to pay Fiscal Year 2023 and 2024 invoices.

Validation Statement: We have validated service delivery for the invoices attached.

Verification Statement: We have verified the invoices attached are not duplicates and have not been previously paid.

Measures of Prevention: We have updated department contact details with vendors.

PRIOR FISCAL YEAR INVOICE PRESENTED FOR PAYMENT:

VENDOR NAME	VENDOR #:	\$ AMOUNT	REASON INVOICE IS LATE	IMPACT TO CURRENT FISCAL YEAR BUDGET
METHODIST UNIVERSITY	3860	528.00	INVOICE WAS PRESENTED AFTER DEADLINE FOR FY23 INVOICE PROCESSING	Will be absorbed in FY25 Budget
METHODIST UNIVERSITY	3860	528.00	INVOICE WAS PRESENTED AFTER DEADLINE FOR FY24 INVOICE PROCESSING	Will be absorbed in FY25 Budget

Thank you for your favorable consideration of this request.

Jennifer Green, PhD, MPH
Health Director

Tamra Morris, MPH
Deputy Health Director



Department of Public Health

Memo

TO: Robin Deaver, Finance Director

FROM: Candi York, Business Officer

DATE: May 2, 2025

SUBJECT: Request to Pay FY24 Invoices

Attached please find one invoice for FY24 we need approval to pay.

Vendor	Invoice Number	Amount	Reason Not Paid
West Publishing Corporation (Thomson Reuters)	848711019	\$369.00	The invoice was not received until 4/29/25. Staff made several requests for the August invoice prior to the cutoff date but didn't receive it. Services were terminated and we could no longer access the online portal.

We have verified that the invoice is not duplicated and that services were received. These costs can be absorbed within the current year budget.

Thank you for your consideration of this request.



Internal Services Department

Facilities Management Division · Fleet Management Division · Landscaping & Grounds Division

MEMORANDUM

TO: ROBIN DEAVERS, FINANCE DIRECTOR

FROM: BRIAN HANEY, INTERIM INTERNAL SERVICES DIRECTOR *BH*

DATE: MARCH 18, 2025

SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICES

During the last several months, Internal Services has received prior year invoices from two vendors that need to be paid. We have verified with the vendors that these invoices are outstanding and have developed procedures aimed at preventing this from continuing to happen in the future. There is available funding in the current year budget to cover these invoices. Below is the breakdown of the prior year invoices that need to be paid.

Unifirst invoices **2020216018** in the amount of **\$19.74**, **2020238169** in the amount of **\$19.74**, and **2020245054** in the amount of **\$19.74**. A finance charge was initially charged on these invoices, and we had to wait to have Unifirst remove the charges before processing. These can be paid from our Janitorial supplies line (**1014118-522210**).

Fayetteville Footwear invoices that were received in late January 2025. Invoices **0235359** in the amount of **\$100.00** and invoice **0235417** in the amount of **\$367.41** can be paid from our Janitorial OSHA Compliance line (**1014118-533671**). Invoice **0235305** in the amount of **\$200.00** can be paid from our Facilities Management OSHA Compliance line (**1014117-533671**).

Thank you for your consideration of this request. Please contact me if you have any questions.

Fleet Management
426 Mayview Street
Fayetteville, NC 28306
910 321-6963

Facilities Management
420 Mayview Street
Fayetteville, NC 28306
910-678-7699

Landscaping & Grounds
807 Grove Street
Fayetteville, NC 28302
910-678-7560



Internal Services Department

Facilities Management Division · Fleet Management Division · Landscaping & Grounds Division

MEMORANDUM

TO: ROBIN DEAVERS, FINANCE DIRECTOR *DMK*
FROM: JEREMY STEFANKO, INTERIM INTERNAL SERVICES DIRECTOR *JS*
DATE: MAY 14, 2025
SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICE

In the first week of May 2025, Internal Services received a phone call from Cintas stating that they had an outstanding invoice due for payment. After doing some research, the Executive Assistant of Internal Services discovered that this invoice was never sent electronically, but rather mailed to the Historic Courthouse, at 130 Gillespie St, Fayetteville, NC 28301. The Executive Assistant updated the physical mailing address for these invoices, and also provided the appropriate email address so that invoices could be sent electronically. We are requesting to pay invoice **4194834573** from our uniform line, **1014113-522120**.

Thank you in advance for your favorable consideration of this request. If you have any questions, please do not hesitate to contact me.

Fleet Management
426 Mayview Street
Fayetteville, NC 28306
910 321-6963

Facilities Management
420 Mayview Street
Fayetteville, NC 28306
910-678-7699

Landscaping & Grounds
807 Grove Street
Fayetteville, NC 28302
910-678-7560



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 6/10/2025

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

BACKGROUND

According to the attached correspondence from Terri Thomas, Chairman of the Cumberland County ABC Board, the ABC Board is requesting approval from the Cumberland County Board of Commissioners to adopt Cumberland County's Travel Policy No. 3-2: Travel Policy according to House Bill 1717: Modernization of the State ABC System; Section 13.

RECOMMENDATION / PROPOSED ACTION

Consider approval of the ABC Board's request to adopt Cumberland County's Travel Policy No. 3-2: Travel Policy and direct the Clerk to the Board to send to the ABC Commission written confirmation of said action and a copy of Cumberland County's Travel Policy No. 3-2: Travel Policy

ATTACHMENTS:

Description

Travel Policy

Type

Backup Material

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

June 10, 2024

Subject: ABC Board Travel Policy

Chairman Kirk deViere:

The ABC Board voted at the June 9, 2025 meeting to request the permission and approval from the County Commissioners to adopt the County's Travel Policy according to House Bill 1717: Modernization of the State ABC System. The House Bill 1717 results from recommendations by a joint legislative study committee on Alcoholic Beverage Control issues. House Bill 1717, Section 13 (see below) requires that the local board annually submit a copy of the County's travel policy and the authorization to the ABC Board to be forwarded to the ABC Commission.

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

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

Thank you,



Terri Thomas
Chairman



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 6/11/2025

**SUBJECT: APPROVAL OF DEPARTMENTAL RECORDS RETENTION
SCHEDULES AND AMENDMENTS**

BACKGROUND

The State Archives of North Carolina provides records retention and disposition policies for government and public agencies.

We have found that several schedules and amendments were updated by the State Archives. The following Records Retention and Disposition Schedules and Amendments need Board of Commissioners approval:

Soil and Water Conservation Districts updated March 1, 2019

Local Health Department updated March 1, 2019

Program Records Schedule: Local Government Agencies updated October 1, 2021

RECOMMENDATION / PROPOSED ACTION

Respectfully request adoption of the following Records and Retention Schedules:

1. Local Program Standards, October 1, 2021
2. Local Health Departments, March 1, 2019
3. Soil and Water Conservation Districts, March 1, 2019

ATTACHMENTS:

Description

Type

Local Health Departments
Local Governments
Soil and Water

Backup Material
Backup Material
Backup Material

RECORDS RETENTION AND DISPOSITION SCHEDULE

LOCAL HEALTH DEPARTMENTS



Issued By:



North Carolina Department of Natural and Cultural Resources
Division of Archives and Records
Government Records Section

March 1, 2019

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Local Health Departments Records Retention and Disposition Schedule

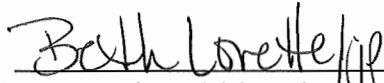
The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. This agency-specific records schedule should be used in concert with the current Local Government Agencies General Records Retention and Disposition Schedule to provide full records management guidance. In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. ***Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.***

This local government agency and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when *"reference value ends."* The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that the Department of Natural and Cultural Resources has scheduled with the disposition instruction *"destroy when reference value ends."* If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction *"destroy when reference value ends."*

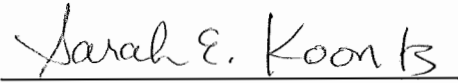
The local government agency and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. The agency agrees to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

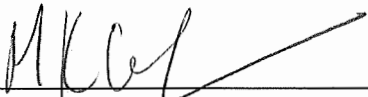


Beth Lovette, Division Director (Acting)
DHHS, Division of Public Health

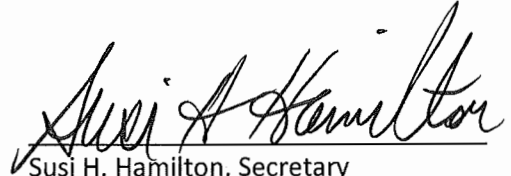


Sarah E. Koonts, Director
Division of Archives and Records

APPROVED



Mandy K. Cohen, MD, MPH, Secretary
Department of Health and Human Services



Susi H. Hamilton, Secretary
Department of Natural and Cultural
Resources

ACKNOWLEDGED (AGREED TO COMPLY)

Local Health Director

Chair, Local Board of Health or Board of
County Commissioners

County

March 1, 2019

EXECUTIVE SUMMARY

- ✓ According to G.S. § 121-5(b) and G.S. § 132-3, you may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (from Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instruction "destroy when reference value ends."
- ✓ This schedule applies to the records of county health departments, multi-county district health departments, and county public health authorities, and to the health records of county consolidated human services agencies.
- ✓ E-mail is a record as defined by G.S. § 121-5 and G.S. § 132. It is the content of the e-mail that is critical when determining the retention period of a particular e-mail, including attachments, not the media in which the record was created. It is important for all agency employees and officials to determine the appropriate records series for specific e-mails and retain them according to the disposition instructions.
- ✓ The State Archives of North Carolina recommends that all agency employees and officials view the tutorials that are available online through the State Archives website to familiarize themselves with records management principles and practices. The State Archives of North Carolina's online tutorials include topics such as records management, utilizing the retention schedule, e-mail management, and scanning guidelines.
- ✓ The State Archives of North Carolina provides microfilming services for the minutes of major decision-making boards and commissions. Once those records are filmed, we will store the silver halide negative (original) in our security vault. There is a nominal fee for filming and duplicating film. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.
- ✓ There are numerous locations in the North Carolina General Statutes and the North Carolina Administrative Code that list responsibilities of local health departments along with written policies that should be developed and implemented. See, for example:

- G.S. 130A: Public Health
 - 10A NCAC 41: Epidemiology Health
 - 10A NCAC 46: Local Standards
 - 10A NCAC 48: Local Health Department Accreditation
 - 15A NCAC 18: Environmental Health
- ✓ Information about policies and procedures required by the Privacy Rule of the Health Insurance Portability and Accountability Act (HIPAA) can be found in 45 CFR Parts 160 and 164.

MANAGING PUBLIC RECORDS IN NORTH CAROLINA

Q. What is this “records retention and disposition schedule”?

- A.** This document is a tool for the employees of local government agencies across North Carolina to use when managing the records in their offices. It lists records commonly found in agency offices and gives an assessment of their value by indicating how long those records should be retained. This schedule is also an agreement between your agency and the State Archives of North Carolina.

This schedule serves as the inventory and schedule that the State Archives of North Carolina is directed by G.S. § 121-5(c) and G.S. § 132-8 to provide. It supersedes all previous editions, including all amendments.

Q. How do I get this schedule approved?

- A.** This schedule must be approved by your governing body for use in your agency. That approval should be made in a regular meeting and recorded as an action in the minutes. It may be done as part of the consent agenda, by resolution, or other action.
-

Q. Am I required to have all the records listed on this schedule?

- A.** No, this is not a list of records you must have in your office.
-

Q. What is “reference value”?

- A.** Items containing “reference value” in the disposition instructions are generally records that hold limited value, which is typically restricted to those documenting routine operations within the office. A minimum retention period should be established by the office for any items containing the phrase “destroy in office when reference value ends” in the disposition instructions.
-

Q. Do the standards correspond to the organizational structure of my agency?

- A.** Records series are grouped into standards to make it easier for users to locate records and their disposition instructions. You may find that the groupings reflect the organizational structure of your agency, or you may find that records are located in various standards depending on the content of the record. The intent of the schedule’s organization is to provide an easy reference guide for the records created in your agency.
-

Q. What if I cannot find some of my records on this schedule?

- A.** Sometimes the records are listed in a different standard than how you organize them in your office. Be sure to check the Index and utilize the search function on the PDF version of the schedule to facilitate the location of records series. If you still cannot locate your records on the schedule, contact a Records Management Analyst. We will work with you to amend this records schedule so that you may destroy records appropriately.
-

Q. What are public records?

- A.** The *General Statutes of North Carolina*, Chapter 132, provides this definition of public records:
- “Public record” or “public records” shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subdivision of government.

Q. Is any person allowed to see my records?

A. Yes, except as restricted by specific provisions in state or federal law. G.S. § 132-6 instructs:

“Every custodian of public records shall permit any record in the custodian’s custody to be inspected and examined at reasonable times and under reasonable supervision by any person, and shall, as promptly as possible, furnish copies thereof upon payment of any fees as may be prescribed by law. ... No person requesting to inspect and examine public records, or to obtain copies thereof, shall be required to disclose the purpose or motive for the request.”

Q. What about my confidential records?

A. Not all government records are open to public inspection. Exceptions to the access requirements in G.S. § 132-6 and the definition of public records in G.S. § 132-1 are found throughout the General Statutes. You must be able to cite a specific provision in the General Statutes or federal law when you restrict or deny access to a particular record.

Q. Am I required to make available to the public copies of drafts that have not been approved?

A. Yes, even if a report, permit, or other record has not been finalized, it is still a public record subject to request. Any record that is not confidential by law must be provided when a request is received, whether it is “finished” or not.

Q. What do I do with permanent records?

A. Permanent records should be maintained in the office that created the records, forever.

The Department of Natural and Cultural Resources (DNCR) is charged by the General Assembly with the administration of a records management program (N.C.G.S. §121-4 (2) and §132-8.1) and the maintenance of “a program for the selection and preservation of public records considered **essential** to the operation of government and to the **protection of the rights and interests of persons**” (§132-8.2). Permanent records with these characteristics require preservation duplicates that are human-readable (paper or microfilm). Some examples of these characteristics include:

- Affect multiple people, without regard to relation
- Have significance over a long span of time
- Document governance
- Document citizenship

Examples of records with these characteristics:

- Minutes of governing bodies at the state and local levels are the basic evidence of our system of governance, and are routinely provided for the public to read.
 - Records, such as deeds and tax scrolls, about land document changes in ownership and condition. Counties maintain offices expressly for the purpose of making those records available to the public. Other records in local and state governments document potential public health hazards, such as hazardous materials spills.
 - Adoptions, marriages, and divorces document changes in familial relationships and document citizenship. Though adoptions are confidential (not available for public inspection), they document citizenship and changes in inheritance and familial succession.
 - Court records, such as wills, estates, and capital cases, affect people within and across family groups, are made available for public inspection, and often involve transactions related to the examples above.
- See the Human-Readable Preservation Duplicates policy issued by the North Carolina Department of Natural and Cultural Resources (<https://archives.ncdcr.gov/documents/human-readable-preservation-duplicates>) and check with a records analyst to determine whether your permanent records require a preservation duplicate.

Q. What is historical value?

- A.** Historical records document significant events, actions, decisions, conditions, relationships, and similar developments. These records have administrative, legal, fiscal, or evidential importance for the government or its citizens. Call a Records Management Analyst for further assistance in assessing historical value.

Q. What if I do not have any records?

- A.** Nearly every position in government generates, receives, or uses records. Computer files of any kind, including drafts and e-mail, are public records. Even if your records are not the official or final version, your records are public records. Not all records have high historical, legal, or fiscal value, but they all must be destroyed in accordance with the provisions of the appropriate records schedule.

Q. May I store our unused records in the basement, attic, shed, etc.?

- A.** Public records are public property. Though we encourage agencies to find places to store records that do not take up too much valuable office space, the selected space should be dry, secure, and free from pests and mold. Your office must ensure that records stored away from your main office area are well protected from natural and man-made problems while remaining readily available to your staff and the public.

Q. Our old records are stored in the attic, basement, or off-site building, etc. Are we required to provide public access to these records?

- A.** Yes, as long as the records are not confidential by law. You should also be aware that confidentiality can expire.

Q. Aren't all our old records at the State Archives of North Carolina?

- A.** Probably not. The State Archives of North Carolina collects only very specific types of records from local government offices. Contact a Records Management Analyst for more information about which records are held or can be transferred to the State Archives of North Carolina for permanent preservation.

Q. I found some really old records. What should I do with them?

- A.** Call a Records Management Analyst. We will help you examine the records and assess their historical value.

Q. Can I give my old records to the historical society or public library?

- A.** Before you offer any record to a historical society, public library, or any other entity, you must contact a Records Management Analyst. Permanent records must be kept either in your offices or at the State Archives of North Carolina.

Q. Whom can I call with questions?

- A.** If you are located west of Statesville, call our Western Office in Asheville at (828) 296-7230 extension 224. If you are east of Statesville, all the way to the coast, call our Raleigh office at (919) 814-6900.

AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION

Q. Why is there an asterisk in the disposition instructions of so many items on this schedule?

A. No record involved in a pending or ongoing audit, legal, or other official action may be destroyed before that audit or action is resolved.

A legal hold or litigation hold means that records that are the subject of the legal hold or litigation hold must be preserved and thus must not be destroyed until officially released from the hold. A legal hold or litigation hold is placed when either an official discovery order is served on the agency requesting the production of the records in question (for a litigation, regulatory investigation, audit, open records request, etc.) or litigation is pending and the agency is thus on notice to preserve all potentially relevant records. You must also ensure that for a claim or litigation that appears to be reasonably foreseeable or anticipated but not yet initiated, any records (in paper or electronic formats) relevant to such a claim or litigation are preserved and not destroyed until released by your General Counsel. The records in question must not be destroyed until the completion of the action and the resolution of all issues that arise from it regardless of the retention period set forth in this schedule.

We have used an asterisk (*) in the disposition instructions to mark records series that are commonly audited, litigated, or may be subject to other official actions. However, any record has this potential. Records custodians are responsible for being aware of potential actions, and for preventing the destruction of any record that is, or may be reasonably expected to become, involved in an audit, legal, or other official action.

Records used during routine audits may be destroyed when the governing body accepts the audit, if the records have completed the retention period listed in this schedule. If time remains in the retention period, the records must be maintained for the remainder of the period. The auditor's working papers must be kept according to the schedule. (See Local Government General Records Schedule, Standard 1, Audits: Performance and Standard 2, Audits: Financial.) Should a dispute arise over an audit, the records that were audited should be retained until that dispute is resolved.

The attorney representing the agency should inform records custodians when legal matters are concluded and records will no longer be needed. Following the conclusion of any legal action, the records may be destroyed if they have met the retention period in the schedule. Otherwise, they should be kept for the remaining time period.

TRANSITORY RECORDS

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”¹

According to North Carolina General Statutes § 121 and § 132, every document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data processing record, artifact, or other documentary material, regardless of physical form or characteristics, made or received in connection with the transaction of public business by any state, county, municipal agency, or other political subdivision of government is considered a public record and may not be disposed of, erased, or destroyed without specific approval from the Department of Natural and Cultural Resources.

The Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called “transitory records.” The following questions and answers discuss types of transitory records commonly created in state government. They may be disposed of according to the guidance below. However, all public employees should be familiar with the General Schedule for State Agency Records, their office’s Program Records Retention and Disposition Schedule, and any other applicable guidelines for their office. If any of these documents require a different retention period for these records, follow the longer of the two retention periods. When in doubt about whether a record is transitory, or whether it has special significance or importance, retain the record in question and seek guidance from the analyst assigned to your agency.

Q. What do I do with routing slips, fax cover sheets, “while you were out” slips, memory aids, etc.?

- A.** Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed.

Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails) have minimal value once the official action these records are supporting has been completed and documented. Unless they are listed on the General Schedule for State Agency Records or your office’s Program Records Retention and Disposition Schedule, these records may be destroyed or otherwise disposed of once the action has been resolved.

Q. What about research materials, drafts, and other working papers used to create a final, official record?

- A.** Drafts and working papers are materials, including notes and calculations, gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of General Statute § 132, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents which may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and

¹ A Glossary of Archival and Records Terminology, Richard Pearce-Moses (2005)

- Drafts and working papers for presentations, workshops, and other explanations of agency policy that are already formally documented.

Q. What if I have forms designed and used solely to create, update, or modify records in an electronic medium?

- A.** If these records are not required for audit or legal purposes, they may be destroyed in office after completion of data entry and after all verification and quality control procedures. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g. a signature or notary's seal), they should be retained according to the disposition instructions for the records series encompassing the forms' function.

See also the State Archives of North Carolina's guidance on digital signatures found at:

<https://archives.ncdcr.gov/documents/digital-signature-policy-guidelines>

USING THE LOCAL HEALTH DEPARTMENTS RECORDS RETENTION SCHEDULE

This records retention and disposition schedule applies to records in all media, unless otherwise specified.

LEGEND



– symbol designating that one or more records in this series may be confidential or may include confidential information.

Item # – an identifying number assigned to each records series for ease of reference.

Series – “a group of similar records that are . . . related as the result of being created, received, or used in the same activity.” (From Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Series in this schedule are based on common functions in government offices.

Records Series Title – a short identification of the records in a series, based on their common function.

Series Description – a longer description of the records in a series, often including the types of records that can frequently be found in that series. This information is included underneath the Records Series Title.

Disposition Instructions – instructions dictating the length of time a series must be retained and how the office should dispose of those records after that time.

Citation – a listing of references to statutes, laws, and codes related to the records series. Citations can include:

- Authority: governing the creation of records
- Confidentiality: limiting access to public records
- Retention: setting a retention period

Throughout this schedule, items that cross-reference other items within this schedule are indicated with bold, uppercase letters. If you hover your cursor over one of these items, you will see the hand tool that will enable you to click on the item to follow the link to that location.

AUDITS: PERFORMANCE
Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records.

See also **AUDITS: FINANCIAL**, page 20, item 6.

Sample records series title and description with cross-reference included

NC DHHS RECORDS RETENTION SCHEDULE FOR GRANTS

Local health departments must retain all records of programs funded by federal sources until the NC DHHS Office of the Controller provides notification that the records may be destroyed. The NC DHHS Office of the Controller provides this notification with the North Carolina Department of Health and Human Services Records Retention and Disposition Schedule for Grants (DHHS Records Schedule for Grants), published on the DHHS Office of the Controller’s website at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>.

You must use this Local Health Departments Records Retention and Disposition Schedule in conjunction with the DHHS Records Schedule for Grants. You must retain all financial and programmatic records, supporting documents, statistical records, and other records pertinent to a federal award in accordance with the DHHS Records Schedule for Grants. This Local Health Departments Records Retention and Disposition Schedule includes the following disposition language for records series that require notification by the NC DHHS Office of the Controller prior to destruction of records:

Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.

The DHHS Records Schedule for Grants lists by funding source and state fiscal year the earliest date that records may be destroyed. You must know the federal funding sources that support the specific records in question. For each record, identify:

- The programs covered in the record;
- The records retention and disposition instructions;
- How those programs are funded; and
- If federally funded, whether the federal funding sources have been cleared for disposition by the DHHS Records Schedule for Grants.

When there is a discrepancy between this schedule and the DHHS Records Schedule for Grants, you must use the longer retention period.

No destruction of records may take place if litigation or audits are pending or reasonably anticipated. See also AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page viii.

STANDARD 10: PROGRAM OPERATIONAL RECORDS – ADULT HEALTH RECORDS

Public health records created or received in local health departments and used to manage and monitor adult health programs. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 10: ADULT HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ADULT DAY CARE AND ADULT DAY HEALTH PROGRAM MONITORING RECORDS Monitoring reports and standard reviews written by public health nurses (PHNs) who monitor clients and employees for compliance with health-related standards in licensed Adult Day Health Centers.	a) Send original monitoring reports and standard reviews to county social services agency. b) Send copies of monitoring reports and standard reviews to NC DHHS, Division of Aging and Adult Services, Adult Day Care Consultant. c) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ d) Destroy in office remaining records after 5 years.*	Retention: NC DHHS, Division of Aging and Adult Services, Adult Day Health Services Certification Procedures Manual

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page viii.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction “destroy when reference value ends.” Please use the space provided.

¹ See **NC DHHS RECORDS SCHEDULE FOR GRANTS**, page xi; it is published semiannually by the DHHS Office of the Controller.

ITEM #	STANDARD 10: ADULT HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.	ADULT HEALTH PROGRAM RECORDS Records documenting contacts between adult health services and individuals served by the local health department.	a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS , page 36, item 5, as applicable. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 5 years.*	
3.	BREAST AND CERVICAL CANCER CONTROL PROGRAM (BCCCP) AND NC WISEWOMAN RECORDS Records concerning breast and cervical cancer screenings, screening follow-ups, cardiovascular disease screenings, and life habit improvement assistance for prevention of cardiovascular and other chronic diseases for eligible women.	a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS , page 36, item 5, as applicable. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 6 years.*	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page viii.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

¹ See **NC DHHS RECORDS SCHEDULE FOR GRANTS**, page xi; it is published semiannually by the DHHS Office of the Controller.

ITEM #	STANDARD 10: ADULT HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	CHRONIC DISEASE PROGRAM RECORDS Records concerning chronic disease early detection and referral, patient education, monitoring, treatment, and follow-up activities. May include program procedures, statistical summaries, chronic disease services reports, and other related records.	a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS , page 36, item 5, as applicable. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 5 years.*	
5.	FAMILY PLANNING RECORDS Records documenting contacts between family planning services and with individuals served by the local health department.	a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS , page 36, item 5, as applicable. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 5 years.*	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page viii.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

¹ See **NC DHHS RECORDS SCHEDULE FOR GRANTS**, page xi; it is published semiannually by the DHHS Office of the Controller.

STANDARD 11: PROGRAM OPERATIONAL RECORDS – ALL HEALTH DEPARTMENT PROGRAMS

Public health records created or received in local health departments and used to manage and monitor federal, state, and local programs. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 11: ALL HEALTH DEPARTMENT PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	CLINICAL POLICIES AND PROCEDURES See also ELECTRONIC PROTECTED HEALTH INFORMATION (ePHI) SECURITY IMPLEMENTATION RECORDS , page 5, item 4.	Retain in office permanently.	
2.	CLINICAL RECORD AUDITS Internal and external audit summaries and findings. Includes associated supporting records. See also Local Government General Records Schedule, Standard 2, Audits: Financial.	a) Medicare/Medicaid audits: Destroy in office after 5 years and when all findings have been resolved.* b) All other audits: Destroy in office after 3 years and when all findings have been resolved.*	
3.	COMMUNITY HEALTH ASSESSMENTS Also includes interim State-of-the-County's Health (SOTCH) Reports.	a) Retain in office official copy of community health assessment permanently. b) Destroy in office interim reports after completion of next community health assessment.	Authority: 10A NCAC 48B .0201

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ITEM #	STANDARD 11: ALL HEALTH DEPARTMENT PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	ELECTRONIC PROTECTED HEALTH INFORMATION (ePHI) SECURITY IMPLEMENTATION RECORDS Policies, procedures, and records of actions, activities, and security risk analyses undertaken to ensure ePHI is secure from unauthorized access in compliance with the HIPAA Security Rule.	Destroy in office 6 years from date of creation or 6 years from date when applicable documentation was last in effect, whichever is later.	Retention: 45 CFR 164.316
5.	ENCOUNTER FORMS Forms, including triage logs, used to summarize contacts between department staff and clients.	Destroy in office after 3 years.*	
6.	FEE SCHEDULES Billing guides, fee plans, and schedules of fees charged for services.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records 5 years after superseded.*	Authority: G.S. § 130A-39(g) G.S. § 130A-45.3(a)(5) G.S. § 153A-77(d)(1)
7.	PATIENT APPOINTMENT AND SCHEDULING RECORDS	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	
8.	PATIENT DEMOGRAPHIC DATA REPORTS Reports summarizing demographic data for patients in programs.	a) Retain reports with historical value permanently. b) For remaining reports, follow disposition instructions for Local Government General Records Schedule, Standard 1, Reports and Studies.	

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ITEM #	STANDARD 11: ALL HEALTH DEPARTMENT PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	PATIENT SELF-HISTORIES AND RECEIVED MEDICAL RECORDS Preliminary medical information collected concerning patients served by the local health department. May include patient self-histories and health surveys, including family medical histories, known health conditions, and allergies; copies of medical records; and referrals received from other agencies.	a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS , page 36, item 5, as applicable. b) Comply with agency policy for patient notification. If unable to locate patient, destroy in office when reference value ends. [†] Agency Policy: Destroy in office after _____	
10.	PROGRAM TIME AND ACTIVITY REPORTS Reports and related records documenting activities of personnel for all program areas.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 5 years.*	
11.	PROTECTED HEALTH INFORMATION (PHI) ACCESS RECORDS Records documenting client requests for or restrictions of access to PHI required by the HIPAA Privacy Rule.	Destroy in office 6 years from date of creation or 6 years from date when applicable documentation was last in effect, whichever is later.	Retention: 45 CFR 164.530(j)(2)
12.	PROTECTED HEALTH INFORMATION (PHI) AMENDMENT REQUEST RECORDS Records documenting client requests for amendment of PHI required by the HIPAA Privacy Rule.	Destroy in office 6 years from date of creation or 6 years from date when applicable documentation was last in effect, whichever is later.	Authority: 45 CFR 164.526(d)(4) Retention: 45 CFR 164.530(j)(2)

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ITEM #	STANDARD 11: ALL HEALTH DEPARTMENT PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	PROTECTED HEALTH INFORMATION (PHI) DISCLOSURE RECORDS Records documenting disclosures of PHI required by the HIPAA Privacy Rule. Includes disclosure log.	Destroy in office 6 years from date of creation or 6 years from date when applicable documentation was last in effect, whichever is later.	Authority: 45 CFR 164.508 Retention: 45 CFR 164.528(a)(1)
14.	PROTECTED HEALTH INFORMATION (PHI) PRIVACY PRACTICES RECORDS Policies, procedures, and related records documenting safeguards for privacy of PHI required by the HIPAA Privacy Rule.	Destroy in office 6 years from date of creation or 6 years from date when applicable documentation was last in effect, whichever is later.	Authority: 45 CFR 164.520 Retention: 45 CFR 164.530(j)(2)
15.	PROTECTED HEALTH INFORMATION (PHI) PRIVACY PRACTICES VIOLATION RECORDS Records documenting complaints received concerning privacy policies and procedures required by the HIPAA Privacy Rule.	Destroy in office 6 years from date of creation or 6 years from date when applicable documentation was last in effect, whichever is later.	Retention: 45 CFR 164.530
16.	PUBLIC HEALTH EMERGENCY PREPAREDNESS AND RESPONSE RECORDS Records concerning rapid response to public health emergencies and involvement with county and regional emergency planning. File includes public health preparedness and response plans.	a) Retain records with historical value permanently. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 6 years.*	

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ITEM #	STANDARD 11: ALL HEALTH DEPARTMENT PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.	PUBLIC HEALTH PROBLEM SURVEILLANCE RECORDS Records concerning surveillance and investigation of public health hazards, problems, and threats. File includes received reports, health alerts, advisories, and other related records. See also Local Government General Records Schedule, Standard 8, Disaster and Emergency Management Plans.	a) Retain records with historical value permanently. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 6 years.*	
18.	QUALITY ASSURANCE RECORDS Quality assessments of local health department programs. Includes resource materials, procedures, program self-assessments, state monitoring reports of findings, corrective action plans, and other related records.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 6 years.*	
19.	SATISFACTION ASSESSMENT SURVEY RESPONSES Client survey response sheets for all programs.	Destroy in office survey response sheets 6 months after survey due date or date of any follow-up inquiry.	Authority: 10A NCAC 48B .1001
20.	SCREENING AND REFERRAL RECORDS Records of screenings, consultations, and referrals conducted by local health department staff in all programs.	a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS , page 36, item 5, as applicable. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 5 years.*	

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ITEM #	STANDARD 11: ALL HEALTH DEPARTMENT PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
21.	STANDING ORDERS Includes pre-printed and electronic standing orders, order sets, and protocols for patient orders. See also Local Government General Records Schedule, Standard 5, Delegation of Authority Records.	Destroy in office 3 years after superseded or obsolete.	
22.	STATISTICAL REPORTS Agency statistical studies and reports. Includes statistical and surveillance reports from state Health Information System (HIS) and local health department electronic health record (EHR) systems.	a) Retain reports with historical value permanently. b) For remaining reports, follow disposition instructions for Local Government General Records Schedule, Standard 1, Reports and Studies.	
23.	STERILIZATION RECORDS Records concerning mechanical, chemical, and biological sterilization and disinfection. Includes monitor notebooks and sterilizer logs and tests.	Destroy in office after 3 years.	
24.	VACCINE PROGRAM MANAGEMENT RECORDS Forms, reports, and policies required to document the storage, handling, transfer, and inventorying of vaccines.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 5 years.*	



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STANDARD 12: PROGRAM OPERATIONAL RECORDS – ANIMAL CONTROL PROGRAMS



Public health records created or received in local health departments and used to manage and monitor animal control programs.

ITEM #	STANDARD 12: ANIMAL CONTROL PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ACTIVITY REPORTS Daily, weekly, and monthly reports providing statistics regarding complaints answered, dogs and cats impounded, impounded animals disposed of, vaccinations, and animal bites reported.	a) Retain reports with historical value permanently. b) For remaining reports, follow disposition instructions for Local Government General Records Schedule, Standard 1, Reports and Studies.	
2. 	ANIMAL ABUSE AND CRUELTY CASES Includes complaints, citations, compliance orders, and similar records.	Destroy in office after 5 years.*	Confidentiality: G.S. § 132-1.4
3.	ANIMAL ADOPTION RECORDS Includes pre-adoption records and agreements.	Destroy in office after 2 years.	
4.	ANIMAL BITE REPORTS Reports detailing animal bites investigated by, or reported to, local health departments. See also DANGEROUS ANIMALS RECORDS , page 11, item 10.	Destroy in office after 3 years.*	Authority: G.S. § 130A-196
5. 	ANIMAL COMPLAINTS Includes complaints of nuisance animals. See also DANGEROUS ANIMALS RECORDS , page 11, item 10.	Destroy in office after 3 years.*	Confidentiality: G.S. § 132-1.4

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ITEM #	STANDARD 12: ANIMAL CONTROL PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	ANIMAL CONTROL CITATIONS AND COMPLIANCE ORDERS Includes citations and compliance orders issued to animal owners of violations of county ordinances. See also DANGEROUS ANIMALS RECORDS , page 11, item 10.	Destroy in office after 3 years.*	
7.	ANIMAL LICENSE RECORDS Records concerning the payment of license fees.	Destroy in office after 3 years.*	
8.	CERTIFICATES OF ANIMAL RELEASE Certificates verifying health of animals examined and released by local health department.	Destroy in office 1 year after animal is released.	Retention: 02 NCAC 52J .0103
9.	CONTROLLED SUBSTANCE EUTHANASIA LOG Includes amount of controlled substance used and animals destroyed.	Destroy in office after 2 years.	Retention: 21 CFR 1304.03
10. 	DANGEROUS ANIMALS RECORDS Includes complaints, compliance orders, citations, bite reports, and similar records relating to dangerous animals. (See G.S. § 67-4.1 for a definition of “dangerous dog” and “potentially dangerous dog.”)	Destroy in office records concerning dangerous animals until known dead or after 10 years.*	Confidentiality: G.S. § 132-1.4
11. 	HISTORIES OF PET OWNERS Records concerning information for each animal owner that violates the county ordinances. May include signed complaint forms, pictures, and paperwork issued by the animal control officer.	Destroy in office after 3 years.*	Confidentiality: G.S. § 132-1.4

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ITEM #	STANDARD 12: ANIMAL CONTROL PROGRAMS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.	OWNER CONTACT NOTICE RECORDS Records concerning attempts to contact owners of animals impounded at animal shelter.	Destroy in office 1 year from date of contact.	
13.	SHELTER DISPOSITION RECORDS Records on each animal processed by the animal shelter. Records contain information on whether animal is reclaimed by the owner, adopted, or euthanized.	Destroy in office 1 year after animal is released or euthanized.	Authority: G.S. § 19A, Article 3 02 NCAC 52J .0100 Retention: 02 NCAC 52J .0103
14.	VACCINATION RECORDS Includes rabies vaccination certificates sent to county animal control by area veterinarians.	Destroy in office after 3 years.	Authority: G.S. § 130A-189

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STANDARD 13: PROGRAM OPERATIONAL RECORDS – BUSINESS OFFICE AND PATIENTS’ FINANCIAL RECORDS

Public health records concerning Medicare and Medicaid disbursements, insurance claims and payments, and other financial activities for patients served by local health departments. See the Local Government Agencies General Records Retention and Disposition Schedule, Standard 2: Budget, Fiscal, and Payroll Records for the disposition of records concerning office operational financial activities.

In accordance with G.S. § 131E-97, all charges, accounts, credit histories, and other personal financial records maintained by public health care facilities in connection with admission, treatment, and discharge of individual patients are confidential and exempt from public inspection as outlined in G.S. § 132-6.

Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 13: BUSINESS OFFICE AND PATIENTS’ FINANCIAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ACCOUNTS RECEIVABLE: CLINICAL SERVICES Patient payments; filings to private insurance, Medicare, and Medicaid; aged accounts receivable reports; and other related records. Includes receipts, remittance advice, and other records that document payments received from patients and insurance agencies.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	
2.	ADJUSTED PATIENT ACCOUNTS Records of adjustments to patients’ bills and insurance claims.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	

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ITEM #	STANDARD 13: BUSINESS OFFICE AND PATIENTS' FINANCIAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	CONSOLIDATED AGREEMENT Consolidated agreement and agreement addenda between local health department and NC DHHS, Division of Public Health concerning requirements for distribution of state and federal funds.	Destroy in office 5 years after annual financial report is filed.*	
4.	COST REPORTS Reports and supporting documentation summarizing costs incurred for administration of programs.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 5 years.*	
5.	DEBT SETOFF PROGRAM RECORDS Records concerning accounts sent to NC Debt Setoff Program for collection. Includes returned mail to patients being notified of submission.	Destroy in office after total debt is paid or after 10 years.	Authority: G.S. § 105A
6.	ELIGIBILITY DETERMINATION RECORDS Records concerning financial eligibility of local health department clients for payment programs.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records when reference value ends. [†] Agency Policy: Destroy in office after _____	Authority: 10A NCAC 45A .0202

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ITEM #	STANDARD 13: BUSINESS OFFICE AND PATIENTS' FINANCIAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.	INSURANCE CLAIMS Includes Medicare, Medicaid, and insurance carrier claim forms and records, including schedule of payments, copies of claim, listing of invalid or rejected claims, payment list, and list of checks received.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 5 years.*	
8.	INSURANCE PENDING REPORTS Reports and supporting documentation summarizing unpaid insurance claims.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 5 years.*	
9.	MEDICARE DISBURSEMENT REPORTS Reports and supporting documentation summarizing funds received from Medicare and the accounts to which they are posted.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	
10.	MEDICARE PART D PRESCRIPTION DRUG FINANCIAL RECORDS Financial records related to Part D drug plans administered by the local health department. Includes remittance advice records. See also MEDICARE PART D PRESCRIPTION DRUG PROGRAM RECORDS , page 41, item 8.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 10 years.*	Retention: 42 CFR 423.505(d)

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ITEM #	STANDARD 13: BUSINESS OFFICE AND PATIENTS' FINANCIAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	PATIENT REFUND RECORDS Reports, logs, and supporting documentation summarizing refunds issued to patients and insurance agencies.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	
12.	SUPERBILLS Summaries of charges to client for clinical services with codes for services received. File includes electronic superbills (ESBs).	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 6 years.*	


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STANDARD 14: PROGRAM OPERATIONAL RECORDS – COMMUNICABLE DISEASE CONTROL RECORDS


Public health records created or received in local health departments and used to manage and monitor communicable disease control programs. These are not individual patient clinical records. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 14: COMMUNICABLE DISEASE CONTROL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1. 	COMMUNICABLE DISEASE OUTBREAK INVESTIGATION RECORDS Records concerning actions taken by local health directors and public health nurses to control the spread of a communicable disease. Includes copies of letters of notification of exposure sent out to child care facilities, restaurants, etc., outbreak summary reports, after action reports, and other related records.	a) Enter all required information for cases and contacts into the North Carolina Electronic Disease Surveillance System (NC EDSS). Any documents that are part of the investigation should be attached to the corresponding outbreak event in NC EDSS for retention; NC EDSS records are not scheduled for expiration or destruction at this time. Paper records may be destroyed once pertinent information is entered into NC EDSS. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office after 10 years paper records not entered into NC EDSS.*	Authority: G.S. § 130A-140 10A NCAC 41A .0103 Confidentiality: G.S. § 130A-143

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ITEM #	STANDARD 14: COMMUNICABLE DISEASE CONTROL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2. 	COMMUNICABLE DISEASE REPORTS Part 1 and Part 2 communicable disease report forms, morbidity forms, supplemental surveillance forms, and other related records concerning reports of communicable diseases and information on patients' risk factors. Also includes reports of viral hepatitis and sexually transmitted diseases (STDs)/sexually transmitted infections (STIs).	a) Enter required information into the North Carolina Electronic Disease Surveillance System (NC EDSS). Any documents that are part of the investigation should be attached to the corresponding outbreak event in NC EDSS for retention; NC EDSS records are not scheduled for expiration or destruction at this time. Paper records may be destroyed once pertinent information is entered into NC EDSS. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office after 10 years paper records not entered into NC EDSS.*	Authority: G.S. § 130A-140 10A NCAC 41A .0103 Confidentiality: G.S. § 130A-143 Retention: NC DHHS, Division of Public Health Communicable Disease Manual

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STANDARD 15: PROGRAM OPERATIONAL RECORDS – ENVIRONMENTAL HEALTH RECORDS

Public health records created or received in local health departments and used to manage and monitor environmental health programs. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 15: ENVIRONMENTAL HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ENVIRONMENTAL HEALTH PERMITS Records concerning permits for child care facilities, public swimming pools, tattoo parlors, private drinking water wells, and other inspected permittees under the jurisdiction of the environmental health program.	Destroy in office 3 years after expiration, inactivation, or revocation.	Authority: G.S. § 87-97 15A NCAC 02C .0300 15A NCAC 18A
2.	FOOD AND LODGING MAPS, PLANS, AND BLUEPRINTS Records concerning new food service and lodging establishments submitted for review and approval to environmental health program prior to construction.	Destroy in office after 1 year.	
3.	FOOD AND LODGING PERMIT ACTIONS Records concerning the application and permit process for food and lodging establishments. Includes new, transitional, expired, revoked, or suspended permits.	a) Initial and new permits: Destroy in office 3 years after revocation or disapproval. b) Transitional permits: Destroy in office 3 years after new permit application approved or expiration occurs. c) Suspended permits: Destroy in office 3 years after date of suspension or disapproval.	

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ITEM #	STANDARD 15: ENVIRONMENTAL HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	FOOD, LODGING, INSTITUTIONAL SANITATION, AND PUBLIC SWIMMING POOLS AND SPAS INSPECTION RECORDS Records concerning environmental health inspections. Includes inspection reports, listings of violations, compliance reports, and other related records.	Destroy in office 3 years after resolution of any violations and closure of report.*	
5.	INSPECTION SUMMARIES Summaries of inspections of establishments whose business impacts environmental health.	a) Destroy in office 3 years after date records were created while establishment is in operation. b) Destroy in office 1 year after establishment ceases operation.	
6.	LABORATORY REPORTS Laboratory reports showing results of environmental health tests.	Destroy in office after 3 years.	
7.	LEAD POISONING PREVENTION RECORDS Records concerning childhood lead poisoning prevention programs. Includes examination and testing results, investigation case files, copies of medical records, remediation plans, and other related records.	a) Enter required information into the North Carolina Electronic Disease Surveillance System (NC EDSS). Any documents part of the investigation should be attached to the corresponding outbreak event in NC EDS for retention. Paper records may be destroyed once pertinent information is entered into NC EDSS. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office paper records not entered into NC EDSS after 10 years.*	Authority: G.S. § 130A, Article 5, Part 4 15A NCAC 18A .3100

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ITEM #	STANDARD 15: ENVIRONMENTAL HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	METHAMPHETAMINE LABS DECONTAMINATION RECORDS Records concerning decontamination activities.	Destroy in office 3 years after documented decontamination is complete.	Retention: 10A NCAC 41D .0104
9.	WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL REGULATION RECORDS Records concerning enforcement of permit requirements and wastewater disposal/dispersal regulations. Includes inspections and corrective actions in cases of complaints and illnesses associated with wastewater.	Destroy in office 3 years after implementation of corrective action.*	
10.	WASTEWATER DISPERSAL SUBDIVISION SYSTEM RECORDS Records concerning wastewater dispersal/disposal systems for subdivisions. Includes plans, applications for permits, and other related records.	Destroy in office when system is no longer in use and the system has been properly abandoned or when system is connected to an approved public or community system.	
11.	WASTEWATER DISPERSAL SYSTEM APPLICATIONS - IMPROVEMENT PERMIT AND CONSTRUCTION AUTHORIZATION PERMIT Includes the entirety of the application including wastewater system site plans and plats indicating location of septic tanks, drain fields, other plans and specifications, and site evaluations.	a) Transfer applications for which a permit is issued to WASTEWATER DISPERSAL SYSTEM IMPROVEMENT PERMITS AND CONSTRUCTION AUTHORIZATION PERMITS , page 22, item 13. b) Destroy in office denied applications 3 years after denial. c) Destroy in office remaining applications 1 year after expiration of application period.	

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ITEM #	STANDARD 15: ENVIRONMENTAL HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.	WASTEWATER DISPERSAL SYSTEM ENGINEERED OPTION PERMITS Includes notices of intent, inspection reports, engineer's reports, operations and management programs, and other related records.	Destroy in office when permit is revoked, or the system is no longer in use and the system has been properly abandoned, or the facility is connected to an approved public or community system.	Authority: G.S. § 130A-336.1 15A NCAC 18A .1971
13.	WASTEWATER DISPERSAL SYSTEM IMPROVEMENT PERMITS AND CONSTRUCTION AUTHORIZATION PERMITS Includes the entirety of the permit including applications, wastewater system site plans and plats indicating location of septic tanks, drain fields, other plans and specifications, and site evaluations. Includes expiring and non-expiring permits, as well as permits subject to the 2017 Permit Extension Act.	a) Transfer permits that result in the issuance of an operation permit to WASTEWATER DISPERSAL SYSTEM OPERATION PERMITS , page 22, item 14. b) Destroy in office revoked permits 3 years from date of revocation. c) Destroy in office remaining permits issued between January 1, 2000 and January 1, 2015 after January 1, 2021. d) Destroy in office remaining expiring permits 1 year after expiration date. e) Destroy in office remaining non-expiring permits when permit is revoked, or the system is no longer in use and has been properly abandoned, or the facility is connected to an approved public or community system.	Authority: G.S. § 130A-336 15A NCAC 18A .1937 Retention: G.S. § 130A-336(b1)
14.	WASTEWATER DISPERSAL SYSTEM OPERATION PERMITS Permit issued to verify wastewater disposal/dispersal systems have been completed according to local health department guidelines and are approved for use.	Destroy in office when permit is revoked, or the system is no longer in use and the system has been properly abandoned, or the facility is connected to an approved public or community system.	Authority: G.S. § 130A-337.15A 15A NCAC 18A .1937

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ITEM #	STANDARD 15: ENVIRONMENTAL HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	WATER SUPPLY ON-SITE SANITATION SERVICES RECORDS Records concerning sanitation of individual on-site water supplies. File includes inspections, test results, analyses of water samples, and corrective actions in cases of complaints and illnesses associated with water supplies.	Destroy in office 3 years after implementation of corrective action.*	
16.	WATER SUPPLY REGISTRY – PERMITTED WELLS Registry of all private drinking water wells for which a construction or repair permit was issued. Includes water test results for permitted wells.	a) Retain registry in office permanently. b) Destroy in office water test results upon closure of well.	Authority: G.S. § 87-97 15A NCAC 02C .0307 Retention: G.S. § 87-97(k)
17.	WATER SUPPLY WELL OPERATIONS RECORDS Forms submitted by well contractors concerning construction, abandonment, and repair of private drinking water wells in area of local health department. File includes certifications of completion or abandonment.	Destroy in office when well is no longer in use or when water supply is connected to an approved public or community system.	Authority: 15A NCAC 02C .0114

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STANDARD 16: PROGRAM OPERATIONAL RECORDS – HEALTH EDUCATION RECORDS

Public health records created or received in local health departments and used to manage and monitor health education programs. These are not individual patient clinical records. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 16: HEALTH EDUCATION RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	HEALTH EDUCATION RECORDS Records documenting contacts with individuals receiving health education services. Includes screenings, consultations, and referrals.	a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS , page 36, item 5, as applicable. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 5 years.*	Authority: 10A NCAC 48B .0803
2.	HEALTH PROMOTION TRAINING RECORDS Records concerning health promotion classes and training, including pregnancy prevention, childbirth education, worksite wellness, nutrition counseling, injury control, and tobacco cessation.	a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS , page 36, item 5, as applicable. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 5 years.*	Authority: 10A NCAC 48B .0402

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ITEM #	STANDARD 16: HEALTH EDUCATION RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	MEDIA AND PUBLIC HEALTH INFORMATION Records concerning information released to media, the public, and appointed and elected officials. Includes copies of public health assessments, requests for health education presentations, public health hotline messages, public health press releases, community health data and health status information, and other related records. See also Local Government General Records Schedule, Standard 7, Public Relations Records.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends. [†] Agency Policy: Destroy in office after _____	Authority: 10A NCAC 48B .0400
4.	SEXUALLY TRANSMITTED DISEASE (STD)/SEXUALLY TRANSMITTED INFECTION (STI) COUNSELING AND TESTING QUARTERLY REPORTS Records summarizing counseling and testing for HIV/AIDS and other sexually transmitted diseases and infections.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 5 years.*	
5.	SEXUALLY TRANSMITTED DISEASE (STD)/SEXUALLY TRANSMITTED INFECTION (STI) EDUCATION REPORTS Records concerning public education and awareness efforts concerning HIV/AIDS and other sexually transmitted diseases and infections.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 5 years.*	

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STANDARD 17: PROGRAM OPERATIONAL RECORDS – HOME HEALTH AND COMMUNITY-BASED SERVICES RECORDS

Public health records created or received in local health departments and used to manage and monitor home health and community-based services programs. These are not individual patient clinical records. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 17: HOME HEALTH AND COMMUNITY-BASED SERVICES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	COMMUNITY ALTERNATIVES PROGRAM FOR CHILDREN (CAP/C) CASE RECORDS Includes service plans, NC DHHS authorization forms, service orders, waiver supports, and other related records.	a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS , page 36, item 5, as applicable. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 6 years.*	
2.	COMMUNITY ALTERNATIVES PROGRAM FOR DISABLED ADULTS (CAP/DA) CASE RECORDS Includes service plans, NC DHHS authorization forms, service orders, waiver supports, and other related records.	a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS , page 36, item 5, as applicable. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 6 years.*	

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ITEM #	STANDARD 17: HOME HEALTH AND COMMUNITY-BASED SERVICES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	HOME HEALTH ADVISORY COMMITTEE MINUTES See also Local Government General Records Schedule, Standard 1, Minutes of Public Bodies. See the MICROFILM section on page 61 for instructions on microfilming.	Retain official minutes in office permanently.	
4.	HOME HEALTH PROGRAM RECORDS Records documenting contacts between home health services and individuals served by the local health department. Includes screenings, consultations, referrals, admission and service data, plans of care, and case conferences.	a) If individual receives clinical services transfer records to PATIENT CLINICAL RECORDS , page 36, item 5, as applicable. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 5 years.*	Authority: 10A NCAC 46 .0208 10A NCAC 13J .1400
5.	INSURANCE FOR THE AGED CERTIFICATION Records concerning certification of organizations offering health insurance for the aged.	Destroy in office upon expiration of certification.	
6.	NC STATE LICENSURE CERTIFICATE Proof of licensure by NC DHHS to operate as a home care agency.	Destroy in office upon expiration of certification.	Authority: 10A NCAC 13J .0902


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STANDARD 18: PROGRAM OPERATIONAL RECORDS – LABORATORY RECORDS

Public health records created or received in local health departments and used to manage and monitor laboratory programs. These are not individual patient clinical records. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 18: LABORATORY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	EQUIPMENT AND INSTRUMENT MAINTENANCE AND REPAIR FILE Records documenting the proper functioning of equipment. Includes notebooks, logs, and test results.	Destroy in office after 2 years.	Retention: 42 CFR 493.1105(a)(5)
2.	 HIV TEST RECORDS Records and logs documenting the transfer of samples to NC DHHS for HIV test processing. May include test results and patient information.	a) Transfer individual clinical records to PATIENT CLINICAL RECORDS , page 36, item 5, as applicable. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 5 years.*	Confidentiality: G.S. § 130A-143
3.	LABORATORY PROCEDURES MANUAL Laboratory test procedures with dates of initial use and discontinuance.	Destroy in office 2 years after date of discontinuance.	Retention: 42 CFR 493.1105(a)(2)

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ITEM #	STANDARD 18: LABORATORY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	MEDICAL EXAMINER RECORDS Records related to the investigation of deaths by the county medical examiner. May include photographs, notes, reference copies of medical records and law enforcement reports, and other related records.	a) Submit final report to DHHS Office of the Chief Medical Examiner. b) Submit certificate of death to the State Registrar of Vital Statistics. c) Destroy in office remaining investigatory materials when reference value ends. [†] Agency Policy: Destroy in office after _____ <i>Retention Note: The offices receiving the final report and the death certificate are the records custodians.</i>	Authority: G.S. § 130A-385
5.	PROFICIENCY TESTING RECORDS Records used to attest the handling, preparation, processing, examination, and reporting of results of all proficiency testing. Includes testing report forms, records documenting testing failures and corrective actions, and other related records.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 2 years.*	Retention: 42 CFR 493.1105(a)(4)

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ITEM #	STANDARD 18: LABORATORY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	QUALITY CONTROL RECORDS Records concerning quality control of analytics systems as well as quality system assessment. File includes instrument printouts, analytic systems activities, test system performance specifications, and other related records.	a) Retain in office permanently quality control records for blood and blood products with no expiration dates.* b) Destroy in office quality control records for immunohematology, blood and blood products with expiration dates, and transfusions 10 years after completion of processing or 6 months after expiration date for individual product, whichever is later.* c) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ d) Destroy in office remaining records after 2 years.* <i>Retention Note: Retain test system performance specifications for life of test system. Upon disuse of test system, follow disposition instructions above.</i>	Retention: 21 CFR 606.160(d) 42 CFR 493.1105(a)(3) 42 CFR 493.1105(a)(5)
7.	SLIDES, BLOCKS, AND TISSUE Includes cytology slide preparations, histopathology slides, pathology specimen blocks, and tissue remnants.	a) Destroy in office histopathology slides 10 years from date of examination. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 6 years.*	Authority: 42 CFR 493.1105 Retention: 42 CFR 493.1105

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ITEM #	STANDARD 18: LABORATORY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	TEST REPORTS Final, preliminary, and corrected test reports concerning test results processed on-site or at another location. File includes immunohematology test reports and pathology test reports. See also HIV TEST RECORDS , page 28, item 2.	a) Transfer individual clinical records to PATIENT CLINICAL RECORDS , page 36, item 5, as applicable. b) Retain in office permanently immunohematology test reports for products with no expiration date.* c) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ d) Destroy remaining test reports for immunohematology, blood and blood products, and transfusions 10 years after completion of processing or 6 months after latest expiration date for individual product, whichever is later.* e) Destroy in office remaining pathology test reports after 10 years.* f) Destroy in office all other remaining test reports after 2 years.*	Retention: 21 CFR 606.160(d) 42 CFR 493.1105
9.	TEST REQUISITIONS Includes test authorizations and copies of patients' medical records if used as test requisitions or authorizations.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 2 years.*	Retention: 42 CFR 493.1105

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STANDARD 19: PROGRAM OPERATIONAL RECORDS – MATERNAL AND CHILD HEALTH RECORDS


Public health records created or received in local health departments and used to manage and monitor maternal and child health programs. These are not individual patient clinical records. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 19: MATERNAL AND CHILD HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ADMINISTRATIVE FACILITY INFORMATION (CHILD HEALTH PROGRAM) Includes memorandum of agreement forms, visit narrative notes, facility assessment forms, and other related records.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 5 years.*	
2.	CARE COORDINATION FOR CHILDREN (CC4C) PROGRAM RECORDS Records concerning status of children in CC4C program, including child's name, referral, report date, development status, service status, and other related information. Records created and maintained in NC DHHS, Division of Public Health CC4C Case Management Information System (CMIS).	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 5 years.*	

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ITEM #	STANDARD 19: MATERNAL AND CHILD HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	CHILD CARE HEALTH CONSULTANT RECORDS (CHILD HEALTH PROGRAM) Records concerning child care health programs administered to child care facilities by local health departments. May include parent and guardian permission slips, child health assessment forms, confidentiality statements, screening forms, and other related records.	a) If child receives clinical services transfer records to PATIENT CLINICAL RECORDS , page 36, item 5, as applicable. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 5 years.*	
4.	 CHILD FATALITY PREVENTION TEAM REVIEWS Case reviews submitted by local child fatality prevention teams listing identifying information, summaries, outcomes of reviews, administrative comments, and other related information. File also includes minutes and quarterly reports to board of health.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 5 years.*	Authority: G.S. § 7B-1410 Confidentiality: G.S. § 7B-1413
5.	CHILDREN WITH SPECIAL HEALTH CARE NEEDS SERVICES RECORDS Records concerning services provided to children with special health care needs administered through local health departments.	a) Transfer individual clinical records to PATIENT CLINICAL RECORDS , page 36, item 5, as applicable. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions and when child reaches 30 years of age and has not received services within the last 10 years. ¹ c) Destroy in office remaining records when child reaches 30 years of age and has not received services within the last 10 years.*	

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ITEM #	STANDARD 19: MATERNAL AND CHILD HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	MATERNAL AND CHILD HEALTH RECORDS Records documenting maternal and child health services offered to individuals within the jurisdiction of the local health department. Includes screenings, consultations, referrals, Sudden Infant Death Syndrome (SIDS) home visit reports, and pregnancy care management services records.	a) Transfer individual clinical records to PATIENT CLINICAL RECORDS , page 36, item 5, as applicable. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions and when child reaches 30 years of age and has not received services within the last 10 years. ¹ c) Destroy in office remaining records when child reaches 30 years of age and has not received services within the last 10 years.*	
7.	SUDDEN INFANT DEATH SYNDROME (SIDS) PATHOLOGY REPORTS Reference copies of autopsies.	Destroy in office when reference value ends. [†] Agency Policy: Destroy in office after _____	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page viii.

[†] See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

¹ See **NC DHHS RECORDS SCHEDULE FOR GRANTS**, page xi; it is published semiannually by the DHHS Office of the Controller.

STANDARD 20: PROGRAM OPERATIONAL RECORDS – PATIENT CLINICAL RECORDS

Records created or received by local health departments documenting patient care, including x-ray films, consents for medical care, and copies of laboratory reports.

In accordance with G.S. § 131E-97, all medical records compiled and maintained by public health care facilities are confidential and exempt from public inspection as outlined in G.S. § 132-6. Custodians also should be familiar with G.S. § 8-53 concerning confidentiality of communications between physicians and their patients.

Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 20: PATIENT CLINICAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	DENTAL PATIENT RECORDS Dental clinical records for patients served by the local health department.	a) Adult patients: Destroy in office 10 years from date of last service.* b) Pediatric patients: Destroy in office when individual reaches 30 years of age and has not received services within the last 10 years. If individual has received services within the last 10 years, follow disposition instructions for adult patients.* c) Deceased patients: Destroy in office 10 years from date of last service.	Authority/Retention: 21 NCAC 16T .0101

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¹ See **NC DHHS RECORDS SCHEDULE FOR GRANTS**, page xi; it is published semiannually by the DHHS Office of the Controller.

ITEM #	STANDARD 20: PATIENT CLINICAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.	IMMUNIZATION CONSENT FORMS Consent forms completed by individuals receiving yearly influenza or other inoculations.	a) Transfer consent forms containing immunization information (dose details, etc.) to IMMUNIZATION RECORDS , page 36, item 3. b) Destroy in office remaining consent forms with HIPAA section after 6 years. c) Destroy in office remaining consent forms without HIPAA section after 3 years.	Retention: 45 CFR 164.530(j)(2)
3.	IMMUNIZATION RECORDS Immunization records for patients served by the local health department.	a) Destroy in office immunization records 1 year after entry in the North Carolina Immunization Registry (NCIR). b) Destroy in office immunization records not entered in the NCIR after patient's death and 10 years from date of last service, whichever is later.	Authority: G.S. § 130A-153
4.	MAMMOGRAMS	a) Destroy in office baseline and most recent mammogram 10 years from date of last service.* b) Destroy in office remaining records when superseded.*	
5.	PATIENT CLINICAL RECORDS Clinical records for all patients served by the local health department. Files includes both paper and electronic health records. Also includes x-rays and other diagnostic reports. See also SEXUALLY TRANSMITTED DISEASES (STD)/SEXUALLY TRANSMITTED INFECTIONS (STI) (CLINICAL) RECORDS , page 37, item 8, and TUBERCULOSIS (CLINICAL) RECORDS , page 38, item 9.	a) Adult patients: Destroy in office 10 years from date of last service.* b) Pediatric patients: Destroy in office when individual reaches 30 years of age and has not received services within the last 10 years. If individual has received services within the last 10 years, follow disposition instructions for adult patients.* c) Deceased patients: Destroy in office 10 years from date of last service.	Retention: G.S. § 1-15

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ITEM #	STANDARD 20: PATIENT CLINICAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6. 	PERINATAL HEPATITIS B PREVENTION REPORT PART I Records tracking the testing and vaccination status of newborns exposed to hepatitis B at birth.	a) Enter required information into the North Carolina Electronic Disease Surveillance System (NC EDSS) and the North Carolina Immunization Registry (NCIR). b) Destroy in office when individual reaches 30 years of age and has not received services within the last 10 years.*	Confidentiality: G.S. § 130A-143
7. 	PERINATAL HEPATITIS B PREVENTION REPORT PART II Records tracking the testing and vaccination status of contacts of pregnant females who have hepatitis B.	a) Enter required information into the North Carolina Electronic Disease Surveillance System (NC EDSS) and the North Carolina Immunization Registry (NCIR). b) Destroy in office 10 years from date of last service.	Confidentiality: G.S. § 130A-143
8. 	SEXUALLY TRANSMITTED DISEASES (STD)/SEXUALLY TRANSMITTED INFECTIONS (STI) (CLINICAL) RECORDS Clinical records of patients who receive services for sexually transmitted diseases/sexually transmitted infections, including HIV/AIDS.	Destroy in office 10 years after documented determination of cure or after death of patient.	Authority: NC DHHS, Sexually Transmitted Diseases Public Health Program Manual Confidentiality: G.S. § 130A-143

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ITEM #	STANDARD 20: PATIENT CLINICAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9. 	TUBERCULOSIS (CLINICAL) RECORDS Clinical records for patients with tuberculosis (TB). File also includes summaries of treatment, x-rays, culture results, drug records, counseling, and other related records.	a) Negative test: Destroy in office after 1 year. b) TB infection (no disease): Retain interpretation of most recent x-ray films, TB drug record if treated, and HIV test results if tested for life of patient. Destroy x-ray films 10 years from date of last service. c) TB disease: Retain summary of treatment, most recent x-ray films including interpretations, TB drug record, HIV test results if tested, most recent mycobacterium TB culture result with susceptibilities, and hospital discharge summaries, if any, for life of patient. Destroy all but the most recent x-ray films 10 years from date of last service. d) When patient reaches 90 years of age or is deceased: Destroy records and x-ray films 10 years from date of last service.	Authority: NC DHHS, Tuberculosis Control Program Policy Manual Confidentiality: G.S. § 130A-143

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STANDARD 21: PROGRAM OPERATIONAL RECORDS – PHARMACY RECORDS

Records created or received by pharmacies operating within local health departments. According to 21 NCAC 46 .2508, local health departments may create and maintain pharmacy records digitally, provided that the system can print pharmacy records, protects against unauthorized access to pharmacy records, and is backed up daily.

In accordance with G.S. § 131E-97, all medical records compiled and maintained by public health care facilities are confidential and exempt from public inspection as outlined in G.S. § 132-6. This exemption includes financial records concerning charges, accounts, and credit histories, and other personal financial records. Custodians also should be familiar with G.S. § 8-53 concerning confidentiality of communications between physicians and their patients.

Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 21: PHARMACY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ADVERSE DRUG REACTION REPORTS Reports to the Food and Drug Administration describing adverse drug reactions.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	
2.	CONTROLLED SUBSTANCES RECORDS Records concerning ordering, receiving, dispensing, and transfer of schedule II, III, IV, and V controlled substances. File includes perpetual inventories, invoices, records of disposition of controlled substances prepared for patients but not used, records documenting controlled substances dispensed directly to patients, and controlled substances returned and credited.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	Authority: G.S. § 90, Article 5 21 NCAC 46 .1414 21 NCAC 46 .2502

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¹ See **NC DHHS RECORDS SCHEDULE FOR GRANTS**, page xi; it is published semiannually by the DHHS Office of the Controller.

ITEM #	STANDARD 21: PHARMACY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	DRUG DISPOSAL RECORDS Records documenting the destruction, disposal, or final disposition of all outdated, improperly labeled, adulterated, damaged, or unwanted controlled and non-controlled substances, or drug containers with worn, illegible, or missing labels.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	Authority/Retention: 21 NCAC 46 .3001
4.	DRUG INVENTORIES Inventories of controlled and non-controlled substances and prepackaged drugs. File includes inventory reports, ancillary drug cabinet inventories, biennial and annual inventories, perpetual inventories, and similar records used to account for medication compounding and dispensing by pharmacies and locations outside the pharmacy.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	Authority/Retention: 21 NCAC 46 .1414 21 NCAC 46 .2513
5.	INTRAVENOUS HOOD PERFORMANCE REPORTS Records of tests conducted on intravenous hoods to ensure a sterile environment.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 5 years.*	
6.	MEDICATION ERRORS Records documenting the administration of an incorrect medication or dose. File includes pertinent chronological information, appropriate health care facility forms, and investigative reports including the identity of individual(s) responsible.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	Retention: G.S. § 90-85.26 21 NCAC 46 .1414

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ITEM #	STANDARD 21: PHARMACY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.	MEDICATION STORAGE INSPECTION REPORTS Reports of medication storage areas inspected on a routine basis, including removal of expired or expiring medication.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 5 years.*	
8.	MEDICARE PART D PRESCRIPTION DRUG PROGRAM RECORDS Records needed to determine compliance with Part D contracts and regulations, such as copies of prescriptions, claims and purchase records, signature logs, and other related records. See also MEDICARE PART D PRESCRIPTION DRUG FINANCIAL RECORDS , page 15, item 10.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 10 years.*	Retention: 42 CFR 423.505(e)(4)
9.	PATIENT MEDICATION PROFILES Lists of all prescribed medications for each patient.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	Authority/Retention: 21 NCAC 46 .1414

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ITEM #	STANDARD 21: PHARMACY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.	PHARMACY AUDIT RECORDS Records documenting periodic audits performed by the NC DHHS, Division of Medical Assistance. See also Local Government General Records Schedule, Standard 1, Audits: Performance.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 5 years.*	
11.	PHARMACY LICENSES AND PERMITS Licenses, permits, and application records submitted to the NC Board of Pharmacy.	Destroy in office when superseded or obsolete.	Authority: G.S. § 90-85.21 21 NCAC 46 .1601
12.	PHARMACEUTICAL PATIENT COUNSELING AND ASSESSMENT RECORDS Records involving the interpretation and evaluation of a patient's drug therapy or other pharmaceutical care services. File includes on-site drug and medication reviews, collected patient information, and documentation of refusals to receive counseling.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	Authority/Retention: 21 NCAC 46 .2504
13.	PRESCRIPTION DISPENSING AND FILLING RECORDS Records documenting the dispensing and filling of prescriptions. Records include dispensing date, quantity dispensed, pharmacist's name, and documentation of satisfaction of state requirements for drug selection. Also includes records of immunizations administered by the pharmacist.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	Authority: 21 NCAC 46 .1414 21 NCAC 46 .2302 21 NCAC 46 .2303 21 NCAC 46 .2304 21 NCAC 46 .2507 21 NCAC 46 .2801

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ITEM #	STANDARD 21: PHARMACY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14. 	PRESCRIPTION ORDERS Prescription orders and refills for controlled and non-controlled substances, other medications, or devices for each patient. File includes date of issuance; patient's name and address; medication name, strength, dosage form, quantity (as well as any refills or stop date), route of administration, and directions for use; and prescriber's name, address, and telephone number (and in the case of controlled substances, DEA number). See also MEDICARE PART D PRESCRIPTION DRUG PROGRAM RECORDS , page 41, item 8.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	Authority: G.S. § 90-85.26 21 NCAC 46 .1803 21 NCAC 46 .1806 21 NCAC 46 .1813 21 NCAC 46 .1816 21 NCAC 46 .2301 Confidentiality: G.S. § 90-85.36 Retention: 21 NCAC 46 .1414
15. 	QUALITY ASSURANCE PROGRAM RECORDS Records concerning the proceedings of a pharmacy quality assurance program as well as the records and materials it produces.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	Authority: G.S. § 90-85.47 Confidentiality: G.S. § 90-85.47(d)

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STANDARD 22: PROGRAM OPERATIONAL RECORDS – RADIOLOGY RECORDS

Public health records concerning protection from sources of radiation used for medical radiology. Records are created or received in local health departments and used to manage and monitor federal, state, and local programs. These are not individual patient clinical records. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 22: RADIOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	QUALITY CONTROL RECORDS Records concerning quality control for radiology programs. File includes surveys, instrument calibrations and quality control tests, leak tests, silver recovery records, quarterly source inventories, and other related records.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	Authority/Retention: 10A NCAC 15 .1643

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ITEM #	STANDARD 22: RADIOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.	RADIATION AREA SURVEY RECORDS Area surveys conducted with radiation detection equipment.	a) Retain until termination of each pertinent license requiring the records: records of dosages from external sources used in assessments of individual dose equivalents; records of measurements of individual intakes of radioactive material used in assessments of internal doses; records of air sampling, surveys, and bioassays required pursuant to 10A NCAC 15 .1620(a); and records of measurements of releases of radioactive effluents to the environment. Upon termination, follow disposition instructions below. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 3 years.*	Authority/Retention: 10A NCAC 15 .1637
3.	RADIATION DOSES ADMINISTERED RECORDS Logs or similar records documenting the amount of radiation given to patients.	a) Retain until termination of each pertinent license or registration requiring the records. Upon termination, follow disposition instructions below. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 3 years.*	Authority: 10A NCAC 15 .1640

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ITEM #	STANDARD 22: RADIOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	RADIATION EXPOSURE HISTORY RECORDS Records concerning radiation exposure levels of local health department staff. File includes film badge reports and other related records.	a) Destroy in office records on the agency form for recording occupational radiation dose history or equivalent when the agency terminates each pertinent license or registration requiring this record. b) Destroy in office after 3 years records used in preparing the agency form for recording occupational radiation dose history.	Authority/Retention: 10A NCAC 15 .1638
5.	RADIATION PROTECTION PROGRAM RECORDS Records and reports documenting inspections by state and federal agencies, consultants, and radiology providers. File includes audit reports, review evaluations, proof of corrective actions taken, and program content and implementation records.	a) Destroy in office records documenting the provisions of the radiation protection program when the agency terminates each pertinent license or registration requiring this record. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 3 years.*	Retention: 10A NCAC 15 .1636
6.	RADIOACTIVE MATERIALS RECEIPT AND DISPOSAL RECORDS Records and reports concerning the receipt, return, and disposal of radioactive materials. Records list date received and returned, condition of packages, wipe test results, trigger levels, dose rates, names of individuals performing inspections, and other related information.	a) Destroy in office records of the disposal of licensed radioactive materials when the agency terminates each pertinent license or registration requiring this record. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ c) Destroy in office remaining records after 3 years.*	Authority: 10A NCAC 15 .0115 10A NCAC 15 .0362 10A NCAC 15 .1642 Retention: 10A NCAC 15 .0362 10A NCAC 15 .1642

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ITEM #	STANDARD 22: RADIOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.	RADIOLOGICAL FILM SIGN-OUT RECORDS Records concerning the release of radiological films by a facility for review by another physician. Sign-out records list patient's name, type of film being released, where records were sent, date released, signature of person receiving exams, and other related information.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 3 years.*	
8.	RADIOLOGY EQUIPMENT REGISTRATION Registration information for radiology equipment.	Destroy in office upon final disposition of equipment.	Authority: 10A NCAC 15 .0200

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STANDARD 23: PROGRAM OPERATIONAL RECORDS – SCHOOL HEALTH RECORDS


Records concerning health and behavioral support services provided by local health department nurses to students at area schools. Records are created or received in local health departments and used to manage and monitor federal, state, and local programs. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4.

ITEM #	STANDARD 23: SCHOOL HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	BEHAVIORAL HEALTH PROGRAM POLICY AND PROCEDURE RECORDS Policies and procedures documenting agency practices in implementing a behavioral health program.	Retain in office permanently.	
2.	BEHAVIORAL HEALTH SERVICES RECORDS Includes selective and indicative prevention service records for local health departments contracted to provide behavioral support services.	Destroy in office when student reaches 30 years of age and has not received services within the last 10 years.*	
3.	BEHAVIORAL REFERRAL RECORDS Records of screenings, consultations, and referrals from other agencies.	a) If student receives clinical services transfer to BEHAVIORAL HEALTH SERVICES RECORDS , page 48, item 2. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after _____	
4.	CLIENT APPOINTMENT AND SCHEDULING RECORDS Logs and similar records used to document patient appointments.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD 23: SCHOOL HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.	SCHOOL HEALTH PROVIDER CONTRACTS Memorandums of agreement and contracts between local health departments and local education agencies outlining each party's responsibilities and duties.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 6 years.*	Authority: NC DHHS, School Health Program Manual
6.	 SCHOOL HEALTH SCREENING RECORDS Records and logs documenting results of vision, blood pressure, hearing, dental, and other screenings conducted by school nurses. See also SCREENING AND REFERRAL RECORDS , page 8, item 20.	a) Transfer relevant information to Local Education Agency for retention with Local Education Agency's student records. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions and student reaches 30 years of age. ¹ c) Destroy in office remaining records when student reaches 30 years of age.*	Authority: NC DHHS, School Health Program Manual Confidentiality: G.S. § 115C-402(e)
7.	SCHOOL HEALTH SERVICES REPORTS Reports listing school enrollments, health services provided by nurses, and similar statistical information. Files includes all reports filed with NC DHHS.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹ b) Destroy in office remaining records after 6 years.*	Authority: NC DHHS, School Health Program Manual

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page viii.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

¹ See **NC DHHS RECORDS SCHEDULE FOR GRANTS**, page xi; it is published semiannually by the DHHS Office of the Controller.

ITEM #	STANDARD 23: SCHOOL HEALTH RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8. 	SCHOOL NURSE RECORDS Permanent health records and individual health and nursing records created by school nurse or other health care providers documenting encounters between school nurses and students. File includes narrative notes, forms and worksheets used and completed by nurses during school visits, and copies of medical records from outside providers.	a) Transfer relevant information to Local Education Agency for retention with Local Education Agency's student records. b) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions and student reaches 30 years of age. ¹ c) Destroy in office remaining records when student reaches 30 years of age.*	Authority: NC DHHS, School Health Program Manual Confidentiality: G.S. § 115C-402(e)



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¹ See **NC DHHS RECORDS SCHEDULE FOR GRANTS**, page xi; it is published semiannually by the DHHS Office of the Controller.

STANDARD 24: PROGRAM OPERATIONAL RECORDS – VITAL RECORDS


Public health records created or received in local health departments and used to manage and monitor vital records programs. These are not individual patient clinical records. Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4. Comply with applicable provisions of G.S. § 130A-93(b) regarding confidentiality of birth data.

ITEM #	STANDARD 24: VITAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1. 	BIRTH AND DEATH RECORDS Copies of birth and death certificates. See also BIRTHS AND INDEX , page 51, item 2, and DEATHS AND INDEX , page 52, item 4.	Destroy in office within 2 years.	Authority: G.S. § 130A, Article 4 Confidentiality: G.S. § 130A-93(b) Retention: G.S. § 130A-97(5)
2. 	BIRTHS AND INDEX Official copies of birth certificates deposited with the Register of Deeds by the local health department. Original records are filed with NC DHHS, Division of Public Health, Vital Records. <i>Note: County Register of Deeds Office may keep official record.</i> See also BIRTH AND DEATH RECORDS , page 51, item 1.	a) Transfer original birth certificates to North Carolina Vital Records. b) Transfer official copies to county Register of Deeds. c) Records and indexes that have been transcribed or otherwise duplicated may be destroyed in office upon State Archives approval.	Authority: G.S. § 130A, Article 4 Confidentiality: G.S. § 130A-93(b)

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page viii.

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¹ See **NC DHHS RECORDS SCHEDULE FOR GRANTS**, page xi; it is published semiannually by the DHHS Office of the Controller.

ITEM #	STANDARD 24: VITAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	BURIAL TRANSIT PERMITS	Destroy in office after 1 year.	Authority: G.S. § 130A-113
4.	DEATHS AND INDEX Official copies of death certificates deposited with the Register of Deeds by the local health department. Original records are filed with NC DHHS, Division of Public Health, Vital Records. <i>Note: County Register of Deeds Office may keep official record.</i> See also BIRTH AND DEATH RECORDS , page 51, item 1.	a) Transfer original death certificates to North Carolina Vital Records. b) Transfer official copies to county Register of Deeds. c) Records and indexes that have been transcribed or otherwise duplicated may be destroyed in office upon State Archives approval.	Authority: G.S. § 130A, Article 4
5.	 DELAYED BIRTH APPLICATION RECORDS Applications and other records submitted as evidence in support of a delayed registration of birth. Copies are filed with NC DHHS, Division of Public Health, Vital Records. <i>Note: County Register of Deeds Office may keep official record.</i> See also BIRTHS AND INDEX , page 51, item 2.	a) Destroy in office after 1 year applications and supporting documentation for a non-completed registration. b) Destroy in office after 1 year applications and supporting documentation for a completed registration (certificate was approved).	Authority: G.S. § 130A, Article 4 Confidentiality: G.S. § 130A-93(b)

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page viii.

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¹ See **NC DHHS RECORDS SCHEDULE FOR GRANTS**, page xi; it is published semiannually by the DHHS Office of the Controller.

ITEM #	STANDARD 24: VITAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6. 	DELAYED BIRTHS AND INDEX Official copies of certificates registering the birth of a person born in this state, but not registered within one year after birth. Original records are filed with NC DHHS, Division of Public Health, Vital Records. <i>Note: County Register of Deeds Office may keep official record.</i> See also BIRTHS AND INDEX , page 51, item 2.	a) Transfer original delayed certificates of birth to North Carolina Vital Records. b) Transfer official copies to county Register of Deeds. c) Records and indexes that have been transcribed or otherwise duplicated may be destroyed in office upon State Archives approval.	Authority: G.S. § 130A, Article 4 10A NCAC 41H .0403-.0406 10A NCAC 46 .0215 Confidentiality: G.S. § 130A-93(b)
7.	DISINTERMENT/REINTERMENT PERMITS	Transfer permits after 5 years for permanent retention to: Records Description Unit Government Records Section NC Department of Natural and Cultural Resources 4615 Mail Service Center Raleigh, NC 27699-4615	Authority: 10A NCAC 41H .0505
8.	NOTIFICATION OF DEATH See also DEATHS AND INDEX , page 52, item 4.	Destroy in office 1 year after death certificate is filed.	Authority: G.S. § 130A-112
9.	VITAL RECORD AMENDMENTS Records submitted as evidence to amend, correct, or replace a birth or death certificate issued by North Carolina Vital Records. Original records are filed with NC DHHS, Division of Public Health, Vital Records.	a) Destroy in office 1 year after amendment and/or correction was approved, or after request was denied or withdrawn. b) Return to North Carolina Vital Records copies of certificates involving adoptions, legitimations, or other registrants when a new certificate is received.	Authority: G.S. § 130A, Article 4 10A NCAC 41H .0900

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ITEM #	STANDARD 24: VITAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.	VITAL RECORD APPLICATIONS FOR CERTIFIED COPIES Application forms completed by persons seeking certified copies of birth, death, or marriage certificates.	a) Destroy in office 1 year from date of request if copies are issued and/or received by requestor. b) Destroy in office 3 years from date of request if copies are not issued and/or received by requestor.	Authority: G.S. § 130A, Article 4
11.	VITAL RECORDS PROGRAM EDUCATIONAL RECORDS Records documenting vital records education services administered by local health department for local registration personnel, hospital administrators, and their medical records personnel, funeral directors, medical examiners, and others involved in the registration system.	a) Retain records with historical value permanently. b) Destroy in office remaining records when reference value ends. [†] Agency Policy: Destroy in office after _____	


* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page viii.

[†] See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction “destroy when reference value ends.” Please use the space provided.

¹ See **NC DHHS RECORDS SCHEDULE FOR GRANTS**, page xi; it is published semiannually by the DHHS Office of the Controller.

STANDARD 25: PROGRAM OPERATIONAL RECORDS – WOMEN, INFANTS, AND CHILDREN (WIC) RECORDS


Public health records created or received in local health departments and used to manage and monitor the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) funded by the U.S. Department of Agriculture. These are not individual patient clinical records (see **PATIENT CLINICAL RECORDS**, page 36, item 5). Comply with applicable provisions of G.S. § 130A-12 and G.S. § 130A-45.8 regarding confidentiality of local health department records that contain privileged patient medical information, information protected under 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act, or HIPAA), or information collected for prevention and control of lead poisoning in children in accordance with G.S. § 130A, Article 5, Part 4. The Crossroads WIC System is considered the system of record, so reports produced out of it are reference copies; see Local Government General Records Schedule, Standard 1, Reference (Reading) File.

ITEM #	STANDARD 25: WOMEN, INFANTS, AND CHILDREN (WIC) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	VOTER REGISTRATION RECORDS Voter registration preference forms, NC voter registration applications, and agency transmittal forms.	a) Transmit original records to county board of elections within 5 business days of obtaining registration preference form. b) Destroy in office copies of voter registration preference forms and agency transmittal forms after 4 years.	Authority: 52 U.S.C. § 20506
2.	 WIC CROSSROADS RECORDS Records documenting the administration of local WIC programs. File includes administrative, operational, financial, participant, self-assessment, and state monitoring records. Records created and maintained in NC DHHS, Division of Public Health North Carolina (NC) Crossroads WIC System.	All documentation uploaded into the NC DHHS, Division of Public Health, Crossroads WIC System can be destroyed in office after quality control procedures have been completed.	Authority: 7 CFR 246.25 Confidentiality: 7 CFR 246.26

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page viii.

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ITEM #	STANDARD 25: WOMEN, INFANTS, AND CHILDREN (WIC) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3. 	WIC LOCAL RECORDS Records concerning the WIC program that are maintained in office and not uploaded into the Crossroads WIC System. File includes any locally-required documentation such as participant waivers. File also includes vendor applications, monitoring reports, training verification, etc. necessary for administrative reviews.	Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. ¹	Authority: 7 CFR 246.25 Confidentiality: 7 CFR 246.26

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page viii.

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DESTRUCTION OF PUBLIC RECORDS

Q. When can I destroy records?

- A.** Each records series listed on this schedule has specific disposition instructions that indicate how long the series must be kept in your office. In some cases, the disposition instructions are “Retain in office permanently,” which means that those records must be kept in your offices forever.

Q. How do I destroy records?

- A.** After your agency has approved this records retention and disposition schedule, records should be destroyed in one of the following ways:
- 1) burned, unless prohibited by local ordinance;
 - 2) shredded, or torn so as to destroy the record content of the documents or material concerned;
 - 3) placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned;
 - 4) sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

The provision that electronic records are to be destroyed means that the data, metadata, and physical media are to be overwritten, deleted, and unlinked so that the data and metadata may not be practicably reconstructed.

The data, metadata, and physical media containing confidential records of any format are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.

— N.C. Administrative Code, Title 7, Chapter 4, Subchapter M, Section .0510

Without your agency’s approval of this records schedule, no records may legally be destroyed.

Q. How can I destroy records if they are not listed on this schedule?

- A.** Contact a Records Management Analyst. An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do have historical value, we will discuss the possibility of transferring the records to the State Archives of North Carolina to be preserved permanently.

If the records do not have historical value, we will ask you to complete a Request for Disposal of Unscheduled Records (page 66) if the records are no longer being created. If the records are an active records series, an analyst will help you develop an amendment to this schedule so that you can destroy the records appropriately from this point forward.

Q. Am I required to tell anyone about the destructions?

- A.** We recommend that you report on your records retention activities to your governing board on an annual basis. This report does not need to be detailed, but it is important that significant destructions be entered into the minutes of the Board. See a sample destructions log that follows (and is available online at the State Archives of North Carolina website, <https://archives.ncdcr.gov/government/forms-government>).



Destructions Log

Agency					
Division		Section		Branch	
Location(s) of Records					

[illegible]

ELECTRONIC RECORDS: E-MAIL, BORN-DIGITAL RECORDS, AND DIGITAL IMAGING

Q. When can I delete my e-mail?

- A.** E-mail is a public record as defined by G.S. § 121-5 and G.S. § 132. Electronic mail is as much a record as any paper record and must be treated in the same manner. **It is the content of each message that is important.** If a particular message would have been filed as a paper memo, it should still be filed (either in your e-mail program or in your regular directory structure), and it should be retained the same length of time as its paper counterparts. **It is inappropriate to destroy e-mail simply because storage limits have been reached.** Some examples of e-mail messages that are public records and therefore covered by this policy include:

- Policies or directives;
- Final drafts of reports and recommendations;
- Correspondence and memoranda related to official business;
- Work schedules and assignments;
- Meeting agendas or minutes
- Any document or message that initiates, facilitates, authorizes, or completes a business transaction; and
- Messages that create a precedent, such as issuing instructions and advice.

*From the Department of Cultural Resources E-Mail Policy (Revised July 2009),
available at the State Archives of North Carolina website*

Other publications (available online at the [State Archives of North Carolina website](http://www.southcarolina.gov)) that will be particularly helpful in managing your e-mail include tutorials on managing e-mail as a public record and on using Microsoft Exchange.

Q. May I print my e-mail to file it?

- A.** We do not recommend printing e-mail for preservation purposes. Important metadata are lost when e-mail is printed.

Q. I use my personal e-mail account for work. No one can see my personal e-mail, right?

- A.** The best practice is to avoid using personal resources, including private e-mail accounts, for public business. G.S. § 132-1 states that records “made or received pursuant to law or ordinance *in connection with the transaction of public business* by any agency of North Carolina government or its subdivisions” are public records (emphasis added). The fact that public records reside in a personal e-mail account is irrelevant.

Q. We have an imaging system. Are we required to keep the paper?

- A.** You may scan any record, but you will need to receive approval from the Government Records Section in order to destroy paper originals that have been digitized. Your agency must develop an electronic records policy and then submit a Request for Disposal of Original Records Duplicated by Electronic Means. You can find these templates in the Digital Imaging section of the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines#digital-imaging>). Contact a Records Management Analyst for further instructions on how to develop a compliant electronic records policy.

Permanent records must have a security preservation copy as defined by State Archives of North Carolina’s **Human-Readable Preservation Duplicate Policy** (G.S. § 132-8.2):

Preservation duplicates shall be durable, accurate, complete and clear, and such duplicates made by a photographic, photo static, microfilm, micro card, miniature photographic, or other process which accurately reproduces and forms a durable medium for so reproducing the original shall have the same force and effect for all purposes as the original record whether the original record is in existence or not. ... Such preservation duplicates shall be preserved in the place and manner of safekeeping prescribed by the Department of Natural and Cultural Resources.

The preservation duplicate of permanent records must be either on paper or microfilm.

Non-permanent records may be retained in any format. You will need to take precautions with electronic records that you must keep more than about 5 years. Computer systems do not have long life cycles. Each time you change computer systems, you must convert all records to the new system so that you can assure their preservation and provide access.

Q. Computer storage is cheap. Can I just keep my computer records permanently?

- A.** The best practice is to destroy all records that have met their retention requirements, regardless of format.

Q. What are the guidelines regarding the creation and handling of electronic public records?

- A.** There are numerous documents available on the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines>). Topics covered include shared storage, cloud computing, e-discovery, trustworthy digital public records, digital signatures, e-mail, social media, text messages, websites, digital imaging, metadata, file formats, database indexing, and security backups.

Note that e-mail, text messages, and social media should be handled according to their content. Therefore, this schedule does not include a records series that instructs you on how to handle one of these born-digital records by format; instead of focusing on how the information is disseminated, consider what content is contained in the e-mail, text message, or social media post. For instance, an e-mail requesting leave that is sent to a supervisor should be kept for 1 year (see Local Government Agencies General Records Schedule, Standard 6: Leave Records).

MICROFILM

Q. Why do you still use microfilm?

- A.** Microfilm is a legally acceptable replacement for original records, as outlined in G.S. § 8-45.1 and § 153A-436. Microfilm can be read with nothing more sophisticated than a magnifying glass, and there is no software to keep current. Usually, deterioration in the film itself can be detected by visual inspection. The State Archives of North Carolina provides a publication, *Micrographics: Technical and Legal Procedures*, on our website. It explains the four groups of national standards for the production of archival quality microfilm:

- manufacture of raw film
- filming methods
- processing (developing) film
- storage methods

That publication also provides sample forms, targets, and procedures that you or your vendor can use in producing film of your records.

Q. What film services do you provide?

- A.** The Department of Natural and Cultural Resources provides microfilming services for minutes of major decision-making boards and commissions. We will also film records of adoptions for Social Services agencies. Once those records are filmed, we will store the silver negative (original) in our security vault. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

Q. How do I get my minutes filmed?

- A.** We have two processes to film minutes. First, you can send photocopies of your approved minutes to us in the mail. Simply include a copy of the **Certification of the Preparation of Minutes for Microfilming** form (available online at the [State Archives of North Carolina website](#)) with each shipment. For more detailed instructions, contact a Records Management Analyst.

Alternately, you can bring us your original books. We will film them and return them to you. This process is most useful when you have more minutes to film than you are willing to photocopy. It is important to remember that a representative of your office or ours must transport the original books in person so that the custody of the records is maintained. You should not mail or ship your original minutes. Call a Records Management Analyst to make arrangements for an appointment for your books to be filmed. We will make every effort to expedite the filming so that your books will be returned to you as quickly as possible.

Q. What if I need my books while they are being filmed?

- A.** Call the Raleigh Office at (919) 814-6900, and ask for the Records Management Analyst in charge of microfilm coordination.

Q. Can I send you my minutes electronically?

- A.** We are working on standards and procedures for an electronic transfer system for minutes. Please contact the Records Management Analyst in charge of microfilm coordination for more information.

Q. I have some old minutes that are not signed. Can they still be filmed?

- A.** If the only copy you have available is unsigned, and you use it as the official copy, we will film it.

Q. What if my books are destroyed after they have been filmed?

- A.** Call a Records Management Analyst who will help you make arrangements to purchase copies of the microfilm from our office. You can then send those reels to a vendor who can either make new printed books or scan the film to create a digital copy.

DISASTER ASSISTANCE

Q. What should I do in case of fire or flood?

- A.** Secure the area, and keep everyone out until fire or other safety professionals allow entry. Then, call our Raleigh office at (919) 814-6903 for the Head of the Government Records Section or (919) 814-6849 for the Head of the Collections Management Branch. If you're in the western part of the state, call our Asheville Office at (828) 296-7230 extension 224. On nights and weekends, call your local emergency management office.

DO NOT ATTEMPT TO MOVE OR CLEAN ANY RECORDS.

Damaged records are extremely fragile and require careful handling. Our staff are trained in preliminary recovery techniques, documenting damage to your records, and authorizing destruction of damaged records. Professional vendors can handle larger disasters.

Q. What help do you give in case of an emergency?

- A.** We will do everything we can to visit you at the earliest opportunity in order to provide hands-on assistance. We can assist you in appraising the records that have been damaged so that precious resources (and especially time) are not spent on records with lesser value. We can provide lists of professional recovery vendors that you can contact to preserve your essential and permanent records.

Q. What can I do to prepare for an emergency?

- A.** We provide training on disaster preparation that includes a discussion of the roles of proper inventories, staff training, and advance contracts with recovery vendors. If you would like to have this workshop presented, call a Records Management Analyst.

Q. What are essential records?

- A.** Essential records are records that are necessary for continuity of operations in the event of a disaster. There are two common categories of records that are considered essential:
- **Emergency operating records** – including emergency plans and directives, orders of succession, delegations of authority, staffing assignments, selected program records needed to continue the most critical agency operations, as well as related policy or procedural records.
 - **Legal and financial rights records** – these protect the legal and financial rights of the Government and of the individuals directly affected by its activities. Examples include accounts receivable records, Social Security records, payroll records, retirement records, and insurance records. These records were formerly defined as "rights-and-interests" records.

Essential records should be stored in safe, secure locations as well as duplicated and stored off-site, if possible.

STAFF TRAINING

Q. What types of workshops or training do you offer?

A. We have a group of prepared workshops that we can offer at any time at various locations throughout the state. Contact a Records Management Analyst if you are interested in having one of the workshops presented to your agency. We will work with you directly to develop training suited to your specific needs. Our basic workshops are:

- Managing public records in North Carolina
- Scanning/digital imaging
- Disaster preparedness and recovery
- Confidentiality
- Organizing paper and digital files
- E-mail
- Digital communications

Q. Will you design a workshop especially for our office?

A. Yes, we will. Let a Records Management Analyst know what type of training you need.

Q. Are workshops offered only in Raleigh?

A. No, we will come to your offices to present the workshops you need. We have no minimum audience requirement. We will also do presentations for professional associations, regional consortiums, and the public.

Q. Is there a fee for workshops?

A. Not at this time.

Q. Are the workshops available in an online format?

A. Not at this time. However, there are several online tutorials available on the State Archives of North Carolina website, including managing public records, electronic records, and scanning.



Request for Change in Local Government Records Schedule

Use this form to request a change in the records retention and disposition schedule governing the records of your agency. Submit the signed original and keep a copy for your file. A proposed amendment will be prepared and submitted to the appropriate state and local officials for their approval and signature. Copies of the signed amendment will be sent to you for insertion in your copy of the schedule.

AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and email

Mailing Address

CHANGE REQUESTED

Specify title and edition of records retention schedule being used: _____

☐ Add a new item

☐ Delete an existing item

Standard Number _____ Page _____ Item Number _

☐ Change a retention period

Standard Number _____ Page _____ Item Number _

Title of Records Series in Schedule or Proposed Title:

Inclusive Dates of Records:

Proposed Retention Period:

Description of Records:

Justification for Change:

Requested by:

Signature

Title

Date

Approved by:

Signature

Requestor's Supervisor

Date



Request for Disposal of Unscheduled Records

AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and email

Mailing Address

In accordance with the provisions of G.S. § 121 and § 132, approval is requested for the destruction of records listed below. These records have no further use or value for official administrative, fiscal, historical, or legal purposes.

RECORDS TITLE AND DESCRIPTION	INCLUSIVE DATES	QUANTITY	RELEVANT STATUTORY REGULATIONS	PROPOSED RETENTION PERIOD

Requested by:

Signature

Title

Date

Approved by:

Signature

Requestor's Supervisor

Date

Concurred by:

Signature

Assistant Records Administrator
State Archives of North Carolina

Date



Request for Disposal of Original Records Duplicated by Electronic Means

If you have questions, call (919) 814-6900 and ask for a Records Management Analyst.

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of non-permanent paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied or to records with a permanent retention.

Agency Contact Name:		Date (MM-DD-YYYY):
Phone (area code):	Email:	
County/Municipality:	Office:	
Mailing address:		

Records Series Title A group of records as listed in records retention schedule	Description of Records Specific records as referred to in-office	Inclusive Dates (1987-1989; 2005-present)	Approx. Volume of Records (e.g. "1 file cabinet," "5 boxes")	Retention Period As listed in records retention schedule

Requested by:

Signature

Title

Date

Approved by:

Signature

Requestor's Supervisor

Date

Concurred by:

Signature

Assistant Records Administrator
State Archives of North Carolina

Date



File Plan

Agency					
Division		Section		Branch	

[illegible]

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A

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RECORDS RETENTION AND DISPOSITION SCHEDULE

PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES



Issued By:



NC DEPARTMENT OF
NATURAL AND CULTURAL RESOURCES

North Carolina Department of Natural and Cultural Resources
Division of Archives and Records
Government Records Section

October 1, 2021

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Program Records Schedule: Local Government Agencies

The records retention and disposition schedules and retention periods governing the records series listed herein are hereby approved. This approval extends to and includes the following standards in the **2021 Program Records Schedule: Local Government Agencies**:

10. Airport Authority Records
11. Animal Services Records
12. Code Enforcement and Inspection Records
13. Emergency Medical Services and Fire Department Records
14. Parks and Recreation Records
15. Planning and Regulation of Development Records
16. Public Housing Authorities, Redevelopment Commissions, and Entitlement Communities Records
17. Public Transportation Systems Records
18. Public Utilities and Environmental/Waste Management Records
19. Street Maintenance, Public Works, and Engineering Records
20. Law Enforcement Records (excluding Sheriff's Offices)
21. Tax Records (for municipalities)

In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.

Destructions

N.C. Gen. Stat. § 121-5 authorizes the Department of Natural and Cultural Resources to regulate the destruction of public records. Furthermore, the local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. The North Carolina Administrative Code states:

“(a) Paper records which have met their required retention requirements and are not subject to legal or other audit holds should be destroyed in one of the following ways:

1. burned, unless prohibited by local ordinance;
2. shredded, or torn up so as to destroy the record content of the documents or material concerned;
3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned; or
4. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

(b) When used in an approved records retention and disposition schedule, the provision that electronic records are to be destroyed means that the data and metadata are to be overwritten, deleted, and unlinked so the data and metadata may not be practicably reconstructed.

(c) When used in an approved records retention and disposition schedule, the provision that confidential records of any format are to be destroyed means the data, metadata, and physical media are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.”

All local government agencies should maintain logs of their destructions either in the minutes of their governing board or in their Records Management file. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed.

Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.

Audits and Litigation Actions

Records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule.

Electronic Records

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

Local government agencies should consider retention requirements and disposition authorities when designing and implementing electronic records management systems. Any type of electronically-created or electronically-stored information falls under the North Carolina General Assembly's definition of public records cited above. For example, e-mail, text messages, blog posts, voicemails, websites, word processing documents, spreadsheets, databases, and PDFs all fall within this definition of public records. In addition, N.C. Gen. Stat. § 132-6.1(a) specifies:

“Databases purchased, leased, created, or otherwise acquired by every public agency containing public records shall be designed and maintained in a manner that does not impair or impede the public agency's ability to permit the public inspection and examination of public records and provides a means of obtaining copies of such records. Nothing in this subsection shall be construed to require the retention by the public agency of obsolete hardware or software.”

Local government agencies may scan any paper record and retain it electronically for ease of retrieval. If an agency wishes to destroy the original paper records before their assigned retention periods have been met, the agency must establish an electronic records policy, including putting into place procedures for quality assurance and documentation of authorization for records destructions approved by the Government Records Section. This electronic records policy and releases for destruction of records must be approved by the Government Records Section. Agencies should be aware that for the purpose of any audit, litigation, or public records request, they are considered the records custodian obligated to produce requested records, even if said records are being maintained electronically by an outside vendor. Therefore, contracts regarding electronically stored information should be carefully negotiated to specify how records can be exported in case a vendor goes out of business or the agency decides to award the contract to a different vendor.

Reference Copies

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when “*reference value ends*.” All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction “*destroy when reference value ends*.” If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction “*destroy when reference value ends*.”

Record Copy

A record copy is defined as “The single copy of a document, often the original, that is designated as the official copy for reference and preservation.”¹ The record copy is the one whose retention and disposition is mandated by these schedules; all additional copies are considered reference or access copies and can be destroyed when their usefulness expires. In some cases, postings to social media may be unofficial copies of information that is captured elsewhere as a record copy (e.g., a press release about an upcoming agency event that is copied to various social

¹ Society of American Archivists, *Dictionary of Archives Terminology*.

media platforms). Appropriately retaining record copies and disposing of reference copies requires agencies to designate clearly what position or office is required to maintain an official record for the duration of its designated retention period.

Transitory Records

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”²

North Carolina has a broad definition of public records. However, the Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called transitory records. They may be disposed of according to the guidance below. However, all public employees should be familiar with their appropriate retention schedule and any other applicable guidelines for their office. If there is a required retention period for these records, that requirement must be followed. When in doubt about whether a record is transitory or whether it has special significance or importance, retain the record in question and seek guidance from a DNCR records analyst.

Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed. Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails and calendar invites) have minimal value once the official action these records are supporting has been completed and documented. These records may be destroyed or otherwise disposed of once the action has been resolved.

Drafts and working papers, including notes and calculations, are materials gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of Chapter 132 of the General Statutes, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents that may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports;
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.


Forms used solely to create, update, or modify records in an electronic medium may be destroyed in office after completion of data entry and after all verification and quality control procedures, so long as these records are not required for audit or legal purposes. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g., a signature or notary’s seal), they must be retained according to the disposition instructions for the records series encompassing the forms’ function.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. These schedules supersede previous versions of these schedules and any localized amendments; they are to remain in effect from the date of approval until they are reviewed and updated.

² Ibid.

APPROVAL RECOMMENDED


Municipal/County Clerk or Manager
Title: _____



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Head of Governing Body
Title: _____



D. Reid Wilson, Secretary
Department of Natural and Cultural
Resources

County/Municipality: _____

Effective: October 1, 2021

EXECUTIVE SUMMARY

- ✓ Some records are covered by the *General Records Schedule: Local Government Agencies* and, therefore, are not listed separately here.
- ✓ According to N.C. Gen. Stat. § 121-5(b) and N.C. Gen. Stat. § 132-3, you may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (from Society of American Archivists, *Dictionary of Archives Terminology*). Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instructions, "destroy when reference value ends."
- ✓ E-mail is a record as defined by N.C. Gen. Stat. § 121-5 and N.C. Gen. Stat. § 132. It is the content of the e-mail that is critical when determining the retention period of a particular e-mail, including attachments, not the media in which the record was created. It is important for all agency employees and officials to determine the appropriate records series for specific e-mails and retain them according to the disposition instructions listed with the identified record series.
- ✓ The State Archives of North Carolina recommends that all agency employees and officials view the tutorials that are available online through the State Archives website in order to familiarize themselves with records management principles and practices. The State Archives of North Carolina's online tutorials include topics such as records management and scanning guidelines.
- ✓ The State Archives of North Carolina creates security preservation record copies for minutes and selected other records of governing bodies and commissions, adoption records, and maps and plats. Agencies can request copies of the digital images made during this process. Contact the appropriate Records Management Analyst to begin this process.
- ✓ If you have records that are not listed in this schedule, contact a Records Management Analyst. An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do not have historical value, we will ask you to complete a [Request for Disposal of Unscheduled Records](#) (page A-19) for records that are no longer being created.

LEGEND FOR RECORDS SCHEDULE

This records retention and disposition schedule applies to records in all media, unless otherwise specified.



– symbol designating that one or more records in this series may be confidential or Includes confidential information.

Item # – an identifying number assigned to each records series for ease of reference.

Series – “a group of similar records that are . . . related as the result of being created, received, or used in the same activity.” (From Society of American Archivists, *Dictionary of Archives Terminology*). Series in this schedule are based on common functions in government offices.

Records Series Title – a short identification of the records in a series, based on their common function.

Series Description – a longer description of the records in a series, often including the types of records that can frequently be found in that series. This information is included underneath the Records Series Title.

Disposition Instructions – instructions dictating the length of time a series must be retained and how the office should dispose of those records after that time.

Citation – a listing of references to statutes, laws, and codes related to the records series. Citations can include:

- Authority: governing the creation of records
- Confidentiality: limiting access to public records
- Retention: setting a retention period

Throughout this schedule, items that cross-reference other items within this schedule are indicated with a SEE ALSO reference. If you hover your cursor over one of these items, you will see the hand tool that will enable you to click on the item to follow the link to that location.

AUDITS: PERFORMANCE

Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records.

SEE ALSO: Audits: Financial (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS).

Sample records series title and description with cross-reference included

No destruction of records may take place if litigation or audits are pending or reasonably anticipated. See also AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page A-5.

STANDARD 10: PROGRAM OPERATIONAL RECORDS – AIRPORT AUTHORITY RECORDS

Official records and materials created and accumulated incidental to the operation of a county or municipal airport.

ITEM #	STANDARD 10: AIRPORT AUTHORITY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.01	ACCESS CONTROL RECORDS Records concerning employee or contractor access to facilities or resources.	Destroy in office 1 year after expiration.	
10.02	AIR SPACE CONSTRUCTION Applications to construct structures which may obstruct flight space. Includes correspondence and related records.	Destroy in office after 5 years.	
10.03	AIRFIELD INSPECTION Records concerning airfield inspections on runway conditions, fueling agents, fire and rescue facilities, ground vehicle control and other airport condition information.	Destroy in office after 1 year.	Authority/Retention: 14 CFR 139.301
10.04	AIRPORT MASTER RECORD Federal Aviation Administration (FAA) form 5010 documenting basic information concerning airports.	Destroy in office when superseded or obsolete.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 10: AIRPORT AUTHORITY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.05	LAND DEVELOPMENT AND PLANNING STUDIES AND REPORTS Records documenting local government and airport authority land use and development planning.	Retain in office permanently.	
10.06	RADIO LOGS Records of radio calls received and placed.	Destroy in office after 1 year.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

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STANDARD 11: PROGRAM OPERATIONAL RECORDS – ANIMAL SERVICES RECORDS



Records created and received during the conduct of animal services programs.

NOTE: Some records are covered by General Records Schedule: Local Government Agencies and, therefore, are not listed separately here. See Reference (Reading) File and Reports and Studies (Administration and Management Records).

ITEM #	STANDARD 11: ANIMAL SERVICES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.01	ANIMAL ABUSE AND CRUELTY RECORDS Includes complaints, citations and/or compliance orders, and other related records.	Destroy in office after 5 years.*	See G.S. 14-360 for definition of animal cruelty.
11.02	ANIMAL COMPLAINT RECORDS Includes complaints of animal nuisances.	Destroy in office after 3 years.*	
11.03	ANIMAL CONTROL RECORDS Records of animal control calls. Includes information regarding animal bites, animals received from residents, strays caught, animals taken to shelter or returned to owner, use of tranquilizer guns, and other related records. Also includes citations and/or compliance orders issued to animal owners for violations of government ordinances.	a) Destroy in office records concerning dangerous animals when known dead or after 10 years. b) Destroy in office animal control citations and compliance orders after 3 years.* c) Destroy in office remaining records after 1 year.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 11: ANIMAL SERVICES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.04 	ANIMAL LICENSING RECORDS Records concerning the licensing of dogs, cats, and other animals. Includes owner and animal information and record of fees paid.	Destroy in office after 3 years.*	Confidentiality: G.S. 132-1.2 (2)
11.05 	ANIMAL SHELTER RECORDS Records of animals impounded at the shelter, including date of impoundment, length of impoundment, disposition of animal, and any other information required by rules adopted by the State Board of Agriculture. Also includes certificates of animal release (e.g., adoption, reclaim, transfer, return to field) and owner contact records.	Destroy in office 3 years after date of impoundment.	Authority/Retention: G.S. 19A-32.1(j) Confidentiality (for specific counties): G.S. 132-1.15
11.06	CONTROLLED SUBSTANCE EUTHANASIA LOG Includes amount of controlled substances used.	Destroy in office after 2 years.	Retention: 21 CFR 1304.04
11.07	HISTORIES OF PET OWNERS Records concerning information for each animal owner who violates government ordinances. Includes complaint forms and other related records.	Destroy in office after 3 years.*	
11.08	RABIES VACCINATION RECORDS Includes rabies vaccination certificates submitted to agency by area veterinarians.	Destroy in office after 3 years.	Authority: G.S. 130A-189


* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

STANDARD 12: PROGRAM OPERATIONAL RECORDS – CODE ENFORCEMENT AND INSPECTION RECORDS

Official records and materials created and accumulated during the conduct of local government code enforcement and inspection programs.

NOTE: Some records are covered by the General Records Schedule: Local Government Agencies and, therefore, are not listed separately here.

ITEM #	STANDARD 12: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.01	AIR POLLUTION SOURCE INFORMATION Includes records for facilities which are no longer operational.	Destroy in office after 2 years.*	
12.02	 BLUEPRINTS AND SPECIFICATIONS Records concerning blueprints and specifications of local government owned buildings and facilities, or drawings submitted when applying for a building permit for new construction. Includes as-built plans and related records concerning approved changes or used in determining code compliance and enforcement of building code. SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Blueprints and Specifications (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	a) Retain agency blueprints and specifications for life of structure. b) Destroy in office commercial blueprints and specifications 1 year after completion of project. c) Destroy in office residential blueprints and specifications when reference value ends.± Agency Policy: Destroy in office after _____	Confidentiality: G.S. 132-1.7

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

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ITEM #	STANDARD 12: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.03	BUILDING AND ROAD PERMITTING AND INSPECTION RECORDS Records documenting applications for permits from property owners to erect new structures or manufactured homes, or to make structural modifications, demolition, fire permits, or the installation of plumbing, electrical, or mechanical systems. Includes permits, inspection reports, inspector's worksheets, inspection requests, denial reports, sketches, correspondence (including e-mail), and contractor change forms.	a) Destroy in office permits, applications, and inspection reports (or worksheets) 6 years after Certificate of Occupancy is issued or project is complete (inactive). b) Destroy in office Certificate of Occupancy 6 years after permit is expired. c) Destroy in office remaining records, including applications for which a permit was never issued, when reference value ends.± Agency Policy: Destroy in office after _____	
12.04	CONTROLLED SUBSTANCE LABS DECONTAMINATION RECORDS Records concerning decontamination compliance.	Destroy in office 3 years after documented decontamination is complete.	
12.05	DROUGHT CONTINGENCY PLANS Includes water conservation plans in the event of a drought.	Destroy in office when superseded or obsolete.	
12.06	EROSION AND SEDIMENT CONTROL ENFORCEMENT CASES Includes settled legal matters and penalties. SEE ALSO: Violations: Building and Housing, below.	Destroy in office 6 years after settlement.*	


* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 12: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.07	EROSION AND SEDIMENT CONTROL PLANS Includes approved and disapproved plans as well as revisions and addenda.	a) Destroy in office approved plans 6 years after approval or last revision and/or addendum. b) Destroy in office non-approved plans after 3 years.	
12.08	EXEMPTION (VARIANCE) RECORDS Records concerning exemptions and variances concerned with the installation of water, sewer, gas, or electric lines.	a) Destroy in office 5 years after expiration.* b) Destroy in office records for which an exemption or variance was not issued after 3 years.	Retention: 40 CFR 141.33 15A NCAC 18C .1526
12.09	GOING-OUT-OF-BUSINESS LICENSES Records concerning licenses granted to business to hold going out of business, water and smoke damage, and distress sales.	Destroy in office 1 year expiration.	
12.10	GROUNDWATER MONITORING RECORDS Includes all groundwater monitoring wells and associated groundwater surface elevations.	Destroy in office after 5 years.*	Authority: 15 NCAC 2C .0100
12.11	ILLEGAL DUMPING FILE Records concerning illegal dumping complaints received. SEE ALSO: Violations: Solid Waste Management, below.	Destroy in office after 5 years.*	
12.12	INSPECTIONS Inspections conducted by local government agencies concerning enforcement of state and local laws, codes, and ordinances.	Destroy in office after 6 years.*	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

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ITEM #	STANDARD 12: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.13	LEAD AND COPPER COMPLIANCE RECORDS Includes all monitoring records required by federal, state, and local regulations.	Destroy in office after 12 years.*	Retention: 40 CFR 141.91
12.14	LANDFILL TONNAGE AND COST FILE	Destroy in office after the 5 year reporting period is complete.	
12.15	PERMITS: CONSTRUCTION Records documenting applications and permits regarding sign installation, fencing, swimming pools, driveways, or similar activity required by local ordinance. SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Miscellaneous (Non-Building) Applications, Licenses, and Permits (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	a) Destroy in office 3 years after completion of project. b) Destroy in office applications for which a permit was never issued when reference value ends.± Agency Policy: Destroy in office after _____	
12.16 	PERMITS: PUBLIC UTILITIES PROJECTS Records documenting permits, approval letters, and other related documentation required by local, state, or federal ordinance, regulation, or statute. Includes records regarding National Pollutant Discharge Elimination System (NPDES) permits.	a) Retain in office approval letters and supporting documentation permanently. b) Destroy in office permits 6 years after expiration, cancellation, revocation, or denial.*	Authority: 40 CFR 122.28 15A NCAC 18C .0300 Confidentiality: 15A NCAC 02H .0115

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

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ITEM #	STANDARD 12: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.17	RECREATIONAL VEHICLE REGISTRATION RECORDS Records concerning issuance of registrations/decals for recreational vehicles. Includes, but is not limited to, golf carts, canoes, and mopeds as well as proof of insurance and renewals.	Destroy in office 1 year after expiration.*	
12.18	UNSAFE BUILDINGS FILE Records documenting inspections and notifications to owners of unsafe conditions relative to a particular structure. SEE ALSO: Violations: Building and Housing, below.	Destroy in office after 6 years provided all issues have been resolved.*	
12.19	VALVE OPERATION FILE	Destroy in office when reference value ends. ± Agency Policy: Destroy in office after _____	
12.20	VIOLATIONS: BUILDING AND HOUSING Records documenting violations of building and fire code, minimum housing, and erosion and sediment control. Includes complaints, summons, notices, appeals, and other information created or compiled during the course of investigation and resolution of each alleged violation. SEE ALSO: Water Analysis, below.	a) Destroy building code violations in office 6 years after verification of correction. b) Destroy remaining records in office 3 years after verification of correction.*	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

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ITEM #	STANDARD 12: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.21	VIOLATIONS: SOLID WASTE MANAGEMENT Includes complaints, notices of violations, citations, investigation records, court documents, and other related records issued by solid waste environmental enforcement programs.	Destroy in office 7 years after resolution of case.*	
12.22	VIOLATIONS: WATER CONSERVATION Records concerning notices of water conservation violations.	Destroy in office when reference value ends. ± Agency Policy: Destroy in office after _____	
12.23	WASTEWATER POLLUTION CONTROL AND ABATEMENT RECORDS	Destroy in office after 5 years.*	Authority: 15A NCAC 2B .0505
12.24	WASTEWATER QUALITY ANALYSIS RECORDS	a) Destroy in office analysis reports after 3 years.* b) Destroy in office monitoring and calculation sheets after 1 year.*	Authority: 15A NCAC 2B .0505

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

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ITEM #	STANDARD 12: CODE ENFORCEMENT AND INSPECTION RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.25	WATER ANALYSIS Records concerning bacteriological, chemical, radiological, and physical analyses and climatological observations as well as records of actions taken to correct violations. SEE ALSO: Violations: Building and Housing and Violations: Water Conservations, above.	a) Destroy in office records of chemical and radiological analysis after 10 years. b) Destroy in office records of bacteriological and turbidity analysis after 5 years. c) Destroy in office records of actions taken to correct violations 3 years after last corrective action taken. d) Destroy in office remaining records after 5 years.	Retention: 40 CFR 141.33 15A NCAC 18C .1526
12.26	WATER SYSTEM OPERATIONS RECORDS Records concerning the operations of water supply, treatment, distribution, and collection. Includes backflow prevention reports, flow reports, capacity studies, pump station reports, and similar records that summarize	Destroy in office after 10 years.	Retention: 40 CFR 141.33 15A NCAC 18C .1526
12.27	WATER TANKS, SPECIFICATIONS, AND BOOSTER STATIONS FILE	Destroy in office after 5 years.*	



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STANDARD 13: PROGRAM OPERATIONAL RECORDS – EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS


Official records documenting the primary functions of emergency services programs and fire departments.

Footage from body-worn cameras is scheduled by the content captured or the purpose of the footage rather than by its format. Recordings may fit under FIRE INVESTIGATION CASE FILES, DISPATCH RECORDS AND RECORDINGS, PUBLICITY RECORDS (General Schedule), TRAINING AND EDUCATIONAL RECORDS (General Schedule), and other items as appropriate. Footage is only confidential if it fits within an item where confidentiality is conferred by state or federal statute.

ITEM #	STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.01 	911 COMMUNICATION RECORDS AND RECORDINGS Records documenting any communications made by the public with 911. Includes transcripts and recordings of 911 calls received, transcripts of text messages received by 911, and computer-aided dispatch (CAD) reports. SEE ALSO: Dispatch Records and Recordings, below AND PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Communication Records (STANDARD 20: LAW ENFORCEMENT RECORDS)	Destroy in office after 30 days, if not made part of a case file.*	Confidentiality: G.S. 132-1.5 G.S. 132-1.4(c)(4) Retention: G.S. 132-1.4(i)
13.02 	AMBULANCE CALL REPORTS (ACR)/PATIENT CARE REPORTS (PCR) Records concerning equipment used, patient location, nature of call, vital signs and other physical signs, care rendered, medicine ordered, etc.	a) Transfer copy of report to the admitting hospital for inclusion into patient's medical record. b) Destroy original in office after 3 years.*	Confidentiality: G.S. 130A-12


* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

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ITEM #	STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.03	BUILDING AND FIRE SAFETY SYSTEM PLANS Records concerning plans and fire safety systems of commercial, industrial, and government-owned properties.	Destroy in office when superseded or obsolete.	
13.04	 DISPATCH RECORDS AND RECORDINGS Records and recordings concerning activities during an emergency services dispatch. Includes company run reports and fire journals as well as ambulance dispatch and service run records. Also includes footage from body-worn cameras of EMS and Fire Department personnel when responding to an emergency if not otherwise included in a separate item. SEE ALSO: 911 Communication Records and Recordings, above AND PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Communication Records (STANDARD 20: LAW ENFORCEMENT RECORDS).	Destroy in office after 30 days, if not made part of a case file.*	Confidentiality: G.S. 132-1.4 G.S. 143-518 45 CFR 164.501 42 U.S.C. 1395x
13.05	FIRE ALARM AND AUTOMATIC EXTINGUISHER FILE Records documenting licenses and insurance certificates of companies that perform installations of fire alarm and automatic extinguishing systems.	Destroy in office when superseded or obsolete.	
13.06	FIRE DISPATCH FILE Records concerning fire dispatch zones. Includes maps of fire dispatch zones, census tract information, annexation research, street closings, and other related material.	Destroy in office when superseded or obsolete.	


* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

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ITEM #	STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.07	FIRE INVESTIGATION CASE FILES Records concerning investigations of fire. Includes reports, photographs, evidence, and other related records.  SEE ALSO: PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Case File: Felonies AND Case File: Misdemeanors (STANDARD 20: LAW ENFORCEMENT RECORDS).	a) Retain in office permanently when loss of life occurs or if a publicly-owned building is involved.* b) Destroy in office after 10 years when arson is involved.* c) Destroy in office after 5 years when cause of fire is determined to be accidental and no loss of life occurs.*	Confidentiality: G.S. 132-1.4
13.08	FIRE SAFETY INSPECTIONS AND PERMITS Records documenting inspections of and permits issued for fire protection measures and procedures for systems and buildings.	a) Destroy in office inspections with no defects after 3 years. b) Destroy in office inspections with noted defects 3 years after defects are corrected.* c) Destroy in office permits 3 years after expiration.	
13.09	NORTH CAROLINA FIRE INCIDENT REPORT Includes report required by state statute to document certain fire incidents. <i>For retention of copies of fire incident reports filed with other agencies, see: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Reports (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).</i>	Retain original report permanently.	Authority/Retention: G.S. 58-79-45

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

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ITEM #	STANDARD 13: EMERGENCY MEDICAL SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.10 	PHARMACEUTICAL AND NARCOTICS RECORDS Records documenting the administration of pharmaceuticals and narcotics to patients as required by the Drug Enforcement Agency.	Destroy in office after 3 years.*	Authority: 21 CFR 1310.03 Confidentiality: G.S. 130A-12 Retention: 21 CFR 1310.04

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

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STANDARD 14: PROGRAM OPERATIONAL RECORDS – PARKS AND RECREATION RECORDS

Records created and received by Parks and Recreation departments.

ITEM #	STANDARD 14: PARKS AND RECREATION RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.01	ADMISSION RECORDS Records of admissions to parks or recreation facilities.	Destroy in office after 3 years.*	
14.02	CITATIONS RECORDS Citations issued by park personnel to persons who violate park rules and regulations.	Destroy in office after 2 years.	
14.03	OFFICIALS FILE Records concerning individuals who officiate games. Includes schedule and correspondence (including e-mail). SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Payroll and Earnings Records (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS) or Seasonal and Contract Worker Records (STANDARD 4: HUMAN RESOURCES RECORDS) for disposition of payment records.	Destroy in office after 3 years.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 14: PARKS AND RECREATION RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.04	PARKS PLANNING FILE Records concerning master plans and working plans for each park property and recreational facility which show layout, topography, and proposed developments and improvements. Includes drainage and resource maps, aerial maps, site analysis drawings, construction plans, and as-built drawings. SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Strategic Plan (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS) AND GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Maps: Parks (STANDARD 3: GEOGRAPHIC INFORMATION SYSTEMS (GIS) RECORDS).	a) If an element of the Strategic Plan, destroy in office when reference value ends.± Agency Policy: Destroy in office after _____ b) If not an element of the Strategic Plan, destroy in office when superseded or obsolete.	
14.05	POOL RECORDS Records concerning monthly reports indicating operational data, chemicals used, chlorination levels and other information relating to pool construction, maintenance, and health and safety.	Destroy in office after 1 year.	
14.06	 RECREATION PROGRAMS Records concerning athletic and recreation programs. Includes staff notes, lesson plans, course descriptions, instruction manuals, schedules, team rosters, reservation records, copies of receipts for fees paid, age verification records, and concession operators list.	a) Destroy in office program records after 3 years. b) Destroy age verification records when reference value ends.± Agency Policy: Destroy in office after _____	Confidentiality: G.S. 132-1.12

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

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ITEM #	STANDARD 14: PARKS AND RECREATION RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.07	TICKET STUBS	Destroy in office when reference value ends. ± Agency Policy: Destroy in office after _____	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

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STANDARD 15: PROGRAM OPERATIONAL RECORDS – PLANNING AND REGULATION OF DEVELOPMENT RECORDS

Official records and materials created and accumulated during the conduct of local government planning, regulation of development, and zoning programs.

Community Development Block Grants (CDBG) records are found in Standard 16: Public Housing Authorities, Redevelopment Commissions, and Entitlement Communities Records.

NOTE: Some records are covered by the Local Government Agencies General Records Retention and Disposition Schedule and, therefore, are not listed separately here.

ITEM #	STANDARD 15: PLANNING AND REGULATION OF DEVELOPMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.01	BOARD OF ADJUSTMENT CASE FILES AND INDEXES Cases submitted to the board requesting variances from current zoning ordinances. Includes indexes to cases reviewed by the board.	a) Retain indices in office permanently. b) Destroy in office case files after 6 years.*	Retention: G.S. 1-50(5)

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction “destroy when reference value ends.” Please use the space provided.

ITEM #	STANDARD 15: PLANNING AND REGULATION OF DEVELOPMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.02	CERTIFICATES OF APPROPRIATENESS Certificates submitted by the Historic Preservation Commission allowing alterations to exterior portions of building and structures on or within historic landmarks and districts. Includes applications and other related records.	a) Retain in office certificates for life of structure and then destroy. b) Destroy in office denied applications when reference value ends. ± Agency Policy: Destroy in office after _____ c) Destroy in office remaining records when reference value ends. ± Agency Policy: Destroy in office after _____	Authority: G.S. 160A-400.9
15.03	COMPREHENSIVE PLAN AND AMENDMENTS Official copies of comprehensive plan and all background surveys, studies, reports, draft versions of plans, and supporting documentation. SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Strategic Plan (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	a) Retain in office permanently adopted plan and amendments. b) Destroy in office remaining records 3 years after adoption of plan.	

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ITEM #	STANDARD 15: PLANNING AND REGULATION OF DEVELOPMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.04	CONDITIONAL USE PERMIT RECORDS AND INDEX Records concerning applications for conditional use permits. Permits allow for the construction of buildings, on the condition that impacts on neighborhoods are mitigated. Includes original application, blueprint drawings, investigative reports, planning commission recommendations, cash receipts, and related correspondence (including e-mail). Also includes reference copies of variances or exceptions from zoning regulations granted by the Board of Adjustment.	a) Destroy in office 3 years after discontinuance of use. b) Destroy in office applications for which a permit was never issued when reference value ends. ± Agency Policy: Destroy in office after _____	
15.05	DECLARATIONS AND BY-LAWS FROM TOWNHOUSES, CONDOMINIUMS, PLANNED RESIDENTIAL DEVELOPMENTS, COMMON AREAS, ETC.	a) If not filed in Register of Deeds or similar agency, retain in office permanently. b) If filed in Register of Deeds or similar agency, destroy in office when reference value ends. ± Agency Policy: Destroy in office after _____	Authority: G.S. 47C-2-103
15.06	ENVIRONMENTAL IMPACT STUDIES Records and reports concerning the environmental impact of major projects proposed by localities and reviewed by local officials.	Retain in office permanently.	
15.07	OPEN SPACE CLASSIFICATION CASE FILE	Retain in office permanently.	

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ITEM #	STANDARD 15: PLANNING AND REGULATION OF DEVELOPMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.08	PERMITS: TEMPORARY MANUFACTURED HOME Records created to temporarily authorize the location of a manufactured home on the same lot as a single family residence.	Destroy in office 6 years after permit expires.	Retention: G.S. 1-50(5)
15.09	PERMITS: ZONING COMPLIANCE For residential uses, non-residential uses, and accessory structures.	a) Retain in office permits concerning subdivision, historical structure, major commercial or industrial development, or capital construction, where county or municipality is lead agency, permanently. b) Destroy in office permits concerning subdivision, historic structures, major commercial or industrial development, or capital construction, where county or municipality is not lead agency, 6 years after last entry. c) Destroy in office any other permits and related records 6 years after last entry.	Retention: G.S. 1-50(5)
15.10	PETITION & REGULATION RECORDS	Destroy in office after 5 years.*	

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ITEM #	STANDARD 15: PLANNING AND REGULATION OF DEVELOPMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.11	PLANNING REVIEW CASE FILE For required review of site plan, zoning variance, special permit, change of zoning, subdivision creation or enlargement, municipal or county planning action, or other required review; including, but not limited to, maps, plans, sketches, photographs, engineering reports, environmental impact statement and studies, copies of zoning records, project narrative, correspondence (including e-mail), and record of final determination.	a) Retain plan reviews and related records containing subdivision, historical structure, major commercial or industrial development, or capital construction, where county or municipality is lead agency, permanently. b) Destroy in office plan reviews and related records containing subdivision, historic structures, major commercial or industrial development, or capital construction, where county or municipality is not lead agency, 6 years after last entry. c) Destroy in office any other mandatory reviews and related records 6 years after last entry.	Retention: G.S. 1-50(c)
15.12	REZONING RECORDS AND INDEXES Records concerning applications to rezone property within the county or municipality. Includes original applications, review forms, maps of areas involved, copies of investigative reports, copies of relevant planning board minutes, notices of hearings, and development agreements.	Retain in office permanently.	

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ITEM #	STANDARD 15: PLANNING AND REGULATION OF DEVELOPMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.13	SUBDIVISION RECORDS Includes maps, plats, topographical data, names of streets, records of public utilities, action by council, etc. Also includes preliminary subdivision and group development site plans. SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Maps: Plats (STANDARD 3: GEOGRAPHIC INFORMATION SYSTEMS RECORDS).	a) If not filed in Register of Deeds or similar agency, retain in office permanently. b) If filed in Register of Deeds or similar agency, destroy in office when reference value ends. ± Agency Policy: Destroy in office after _____	
15.14	VARIANCES Includes zoning variances, watershed variances, and subdivision variances.	Retain official copies permanently in the minutes of the Board of Adjustment or other governing body.	
15.15	VIOLATIONS: ZONING Records concerning notices of zoning violations.	Destroy in office after 6 years.*	Retention: G.S. 1-50(5)

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STANDARD 16: PROGRAM OPERATIONAL RECORDS – PUBLIC HOUSING AUTHORITIES, REDEVELOPMENT COMMISSIONS, AND ENTITLEMENT COMMUNITIES RECORDS

Official records and materials created and received by public housing authorities, redevelopment commissions, and entitlement communities operated by local government agencies. Where there is a local funding match required to qualify for grant programs, all records should be retained according to the grant requirements listed below.

NOTES: Some records, such as those for Section 8 assistance, are covered by the Local Government Agencies General Records Retention and Disposition Schedule and, therefore, are not listed separately here. See Bond Closing Records (Budget, Fiscal, and Payroll Records), Grants (Administration and Management Records), and Grants: Financial (Budget, Fiscal, and Payroll Records). 24 CFR Parts 50-58 lay out the environmental review responsibilities of entities but do not establish specific retention requirements, so these records should be handled in accordance with the requirements of the funding source.

ITEM #	STANDARD 16: PUBLIC HOUSING AUTHORITIES, REDEVELOPMENT COMMISSIONS, AND ENTITLEMENT COMMUNITIES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.01	APPRAISAL PROJECT FILE Evaluations of properties and structures within proposed projects. File includes financial assessments of the worth of real estate and building within proposed project areas. File may also include assessments of architectural and historical significance and condition of the involved structures and real estate.	a) Retain records with historical value permanently. b) Destroy in office remaining records 5 years after completion of abandonment of project.*	


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ITEM #	STANDARD 16: PUBLIC HOUSING AUTHORITIES, REDEVELOPMENT COMMISSIONS, AND ENTITLEMENT COMMUNITIES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.02	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECORDS Records concerning the administration of projects funded under the Community Development Block Grant (CDBG) program, including both direct grants and regrants. Includes applications, reports, audits, certificates, maps, and other related records.	a) Retain records with historical value permanently. b) Destroy in office rejected applications after 1 year. c) Destroy in office remaining records 4 years after execution of the closeout agreement for the grant.	Retention: 24 CFR 570
16.03	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECORDS: OUTSTANDING LOAN BALANCES Records concerning individual activities under the Community Development Block Grant (CDBG) program for which there are outstanding loan balances, other receivables, or contingent liabilities. Includes reports, audits, and other related records.	a) For recipients, destroy in office 3 years after the receivables or liabilities have been satisfied. b) For subrecipients, destroy in office after such receivables or liabilities have been satisfied.	Retention: 24 CFR 570.502(a)(7)(i)(B)
16.04	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECORDS: SUBJECT TO REVERSION OF ASSETS PROVISIONS OR CHANGE OF USE OF REAL PROPERTY Records concerning real property which was acquired or improved in whole or in part using Community Development Block Grant (CDBG) funds. Includes reports, audits, and other related records.	a) For recipients, destroy in office 3 years after these provisions no longer apply to the activity. b) For subrecipients, destroy in office when these provisions no longer apply to the activity.	Authority: 24 CFR 570.503(b)(7) 24 CFR 570.505 Retention: 24 CFR 570.502(a)(7)(i)(B)


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ITEM #	STANDARD 16: PUBLIC HOUSING AUTHORITIES, REDEVELOPMENT COMMISSIONS, AND ENTITLEMENT COMMUNITIES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.05	CONTINUUM OF CARE RECORDS Records documenting the participation of the agency in funding by the Department of Housing and Urban Development. Includes required Federal compliance records, program records, financial records, and other related records.	a) Destroy in office records documenting the acquisition, new construction, or rehabilitation of a project site 15 years after the date site is first occupied/used. b) Destroy in office program participant records 5 years after the expenditure of all funds from the grant under which the program participant was served. c) Destroy in office all remaining records after 5 years.	Retention: 24 CFR 578.103(c)
16.06	 CRIMINAL RECORDS CHECKS Records received by the local agency to screen applicants for admission to covered housing programs and for lease enforcement or eviction.	Destroy in office once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation.	Confidentiality/ Retention: 24 CFR 5.903(g) 24 CFR 5.905(c)

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ITEM #	STANDARD 16: PUBLIC HOUSING AUTHORITIES, REDEVELOPMENT COMMISSIONS, AND ENTITLEMENT COMMUNITIES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.07 	EMERGENCY SOLUTIONS GRANTS (ESG) RECORDS Records documenting the participation of the agency in funding by the Department of Housing and Urban Development. Includes case management records for program participants, required federal compliance records, program records, financial records, and other related records.	a) Destroy records supporting the expenditure of federal funds passed through NC Department of Health and Human Services (DHHS) on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. b) Destroy in office records documenting renovation of an emergency shelter 10 years after the date that ESG funds are first obligated for the renovation. c) Destroy in office participant records 5 years after the expenditure of all funds from the grant under which the program participant was served. d) Destroy in office all remaining records after 5 years.	Confidentiality: 24 CFR 576.500(x) Retention: 24 CFR 576.500(y)
16.08	FAÇADE PROJECT FILES Records documenting the re-granting of funds received by the agency to restore exteriors of architecturally important structures in project areas. Includes contracts, photographs, and correspondence.	Retain in office permanently.	

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ITEM #	STANDARD 16: PUBLIC HOUSING AUTHORITIES, REDEVELOPMENT COMMISSIONS, AND ENTITLEMENT COMMUNITIES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.09	HOME INVESTMENT PARTNERSHIPS PROGRAM RECORDS Records documenting the participation of the agency in funding by the Department of Housing and Urban Development. Includes records concerning designation as a participating jurisdiction, program records, project records, Community Housing Development Organizations records, financial records, program administration records, records concerning other federal requirements, and other related records.	a) Destroy in office rental assistance records 5 years after termination of assistance.* b) Destroy in office written agreements 5 years after termination.* c) Destroy in office 5 years after the affordability period terminates records of individual tenant income verifications, projects rents and inspections, and documents imposing recapture/resale restrictions. d) Destroy in office records covering displacements and acquisition 5 years after final payment.* e) Destroy in office remaining records after 5 years.*	Authority/Retention: 24 CFR 92.508
16.10	HOUSING ASSISTANCE FOR PERSONS WITH DISABILITIES Records documenting the participation of the agency in funding by the Department of Housing and Urban Development. Includes verifications of disability, grant agreements, performance reports, and other related records.	Destroy in office 5 years after the end of the grant term.	Retention: 24 CFR 582.301(c) 24 CFR 583.305(c)

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ITEM #	STANDARD 16: PUBLIC HOUSING AUTHORITIES, REDEVELOPMENT COMMISSIONS, AND ENTITLEMENT COMMUNITIES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.11	HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) RECORDS Records documenting the participation of the agency in funding by the Department of Housing and Urban Development. Includes grant agreements, performance reports, and other related records.	Destroy in office after 5 years.	Authority/Retention: 24 CFR 574 24 CFR 5.106(d)
16.12	LANDLORD MONITORING RECORDS Records documenting monitoring of landlords of properties used in affordable or subsidized housing programs. Includes certifications and forms and other compliance-related records.	Destroy in office after 5 years.	
16.13	REDEVELOPMENT PLANS Records concerning redevelopment projects. Includes documentation of the review and certification process.	a) Retain in office permanently records concerning approved redevelopment projects. b) Destroy in office remaining records 2 years after rejection.	

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STANDARD 17: PROGRAM OPERATIONAL RECORDS – PUBLIC TRANSPORTATION SYSTEMS RECORDS

Records received and created by area transit systems and authorities necessary to meet all statutory requirements.

NOTE: Some records are covered by the Local Government Agencies General Records Retention and Disposition Schedule and, therefore, are not listed separately here.

Comply with requirements of the Federal Transit Administration's **Best Practice Procurement Manual**, Master Agreement MA(11) Section 8 manual.

ITEM #	STANDARD 17: PUBLIC TRANSPORTATION SYSTEMS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.01	AMERICANS WITH DISABILITIES ACT (ADA) PARATRANSIT RECORDS Includes driver's daily assignments, dispatch records, logs of passenger pick-ups and drop-offs, manifests, trip requests, and appeal forms.	Destroy in office after 5 years.*	Authority: 2 CFR 200.333
17.02	AMERICANS WITH DISABILITIES ACT (ADA) PARATRANSIT VOUCHERS Vouchers submitted by private transportation companies for reimbursement for alternative transportation of public transit clients.	Destroy in office after 5 years.*	Authority: 2 CFR 200.333
17.03	AMERICANS WITH DISABILITIES ACT (ADA) PRE-TRIP INSPECTION FORMS	Destroy in office after 1 year.	Authority: 2 CFR 200.333

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ITEM #	STANDARD 17: PUBLIC TRANSPORTATION SYSTEMS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.04	APPLICATIONS FOR ART-IN-TRANSIT Applications and supporting documentation submitted by regional and national artists for exhibit on agency property.	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____	
17.05	APPLICATIONS FOR DISCOUNT PASSES Applications, certificates of disability, and supporting documentation used to apply for discount passes.	Destroy in office 3 years after service is terminated or denied.	
17.06	APPLICATIONS FOR TRANSIT SERVICE Includes customer applications, eligibility assessment records, correspondence (including e-mail), health information, riders' guides, and related records.	Destroy in office 3 years after service is terminated or denied.	
17.07	CUSTOMER (RIDER) IDENTIFICATION RECORDS Records concerning customer identification, approvals, denials, and related information.	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____	
17.08	DISADVANTAGED BUSINESS ENTERPRISE (DBE) RECORDS Includes company's articles of incorporation, financial statements, signed affidavits, letters of reference, declarations, Federal Schedule A or B, and related correspondence (including e-mail).	a) Destroy in office company-specific records 5 years after company is removed from certified list. b) Destroy in office related DBE program records, including Federal Transit Administration reports, 5 years from date record was created.	Authority: 2 CFR 200.333
17.09	OPERATOR SHIFT INSPECTION RECORDS Reports and similar records of operator's inspections of vehicle at the beginning and end of shift.	Destroy in office after 5 years.	Authority: 2 CFR 200.333

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ITEM #	STANDARD 17: PUBLIC TRANSPORTATION SYSTEMS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.10	ROUTE HISTORY RECORDS Includes descriptions of routes, bus stops, passenger lists, and other related records.	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____	
17.11	SEAT BELT AND RESTRAINT SYSTEM RECORDS Records concerning the use and installation of seat belts and other restraint systems in vehicles.	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____	
17.12	TRANSIT SCHEDULES Printed route schedules and related information used to generate schedules.	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____	
17.13	VANPOOL DRIVER APPLICATIONS Applications and supporting records submitted by persons operating vanpool vehicles.	a) Destroy in office accepted applications 3 years after person leaves program. b) Destroy in office applications for persons not accepted for program after 1 year.	

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STANDARD 18: PROGRAM OPERATIONAL RECORDS – PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS

Official records and materials created and accumulated for use by municipal and county sanitation, water, sewage, electrical, and gas operations. Also contains environmental management records accumulated for use by erosion and sediment control, flood control, and monitoring of pollution. Comply with applicable provisions of G.S. §132-1.7 regarding confidentiality of public infrastructure detailed plans and drawings.

ITEM #	STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.01	ENVIRONMENTAL: COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN AND AMENDMENTS SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Strategic Plan (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	a) If an element of the Strategic Plan, destroy in office when reference value ends. ± Agency Policy: Destroy in office after _____ b) If not an element of the Strategic Plan, destroy in office when superseded or obsolete.	Authority: G.S. 130A-309.09A
18.02	ENVIRONMENTAL: CUSTOMER USAGE RECORDS Includes reports, plans or similar records submitted by industrial users or publicly-owned treatment works concerning intended or actual use of the wastewater treatment system.	Destroy in office after 3 years.*	Retention: 40 CFR 403.12(o)(3)
18.03	ENVIRONMENTAL: DAILY DISPOSAL TICKETS Record and/or receipts concerning the disposal of materials at the landfill.	Destroy in office after 3 years.*	

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ITEM #	STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.04	ENVIRONMENTAL: DISCHARGE MONITORING REPORTS Includes discharge and non-discharge monitoring reports submitted to state and/or federal regulatory agencies. Also includes copies of monthly reports required by National Pollution Discharge Elimination System (NPDES) permits.	a) Destroy in office NPDES reports 5 years from date of submission.* b) Destroy in office annual reports 5 years from date of submission.* c) Destroy in office daily reports after 3 years.	Retention: 40 CFR 122.41(3)(j)(2) 15A NCAC 2B .0506
18.05	ENVIRONMENTAL: LANDFILL MONITORING REPORTS Gas and groundwater monitoring records and reports. SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Audits: Performance (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	a) Retain official reports permanently. b) Destroy in office remaining records after 3 years.	Retention: 15A NCAC 13B .1626(10)
18.06	ENVIRONMENTAL: LANDFILL OPERATIONAL PLAN Describes the intended schedule of construction, description of on-site waste handling procedures during active life of the facility, contingency plans, description of maintenance of installed equipment, and any other information pertaining to the operation, maintenance, monitoring, or inspections as may be required by federal and state law.	Destroy when superseded or obsolete.*	Authority: G.S. 130A-309.09D

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ITEM #	STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.07	ENVIRONMENTAL: LANDFILL PERMITS Permits and related records of landfills owned or operated by agency. Includes amendments and hazardous waste management permits.	a) Retain construction and operation permit for life of system and then destroy. b) Destroy in office all other permits and related records after the 5-year reporting period is complete.	Retention: G.S. 130A-294 (b1) (4)
18.08	ENVIRONMENTAL: NOTICE OF VIOLATIONS FOR IMPROPER DISCHARGE OR DISPOSAL FILE Notices issued by agency concerning improper non-stormwater discharge or disposal. Includes improper disposal of waste or products, chlorinated pool discharge, vehicle maintenance facility runoff, food service waste, and other unregulated commercial and industrial discharges.	Destroy in office one year after resolution.	
18.09	ENVIRONMENTAL: OUTSIDE WASTE CLEARANCE RECORDS Records allowing parties outside the operator's jurisdiction to dispose of waste at landfill.	Destroy in office 3 years after expiration of agreement.	
18.10	ENVIRONMENTAL: REPORTS SUBMITTED TO U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)	Destroy in office after 2 years.*	
18.11	EROSION CONTROL: EROSION AND SEDIMENT AFFIDAVITS Forestry and agricultural affidavits clarifying land use exempt from land-disturbing activity standards.	Destroy in office after 6 years.	

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ITEM #	STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.12	EROSION CONTROL: EROSION AND SEDIMENT CONTROL EXHIBIT RECORDS	Destroy in office when reference value ends. \pm Agency Policy: Destroy in office after _____	
18.13	EROSION CONTROL: EROSION AND SEDIMENT CONTROL INSPECTIONS Inspections conducted by agency. Includes inspection requests, notices of violations, denial reports, sketches, plans, correspondence (including e-mail), and similar records concerning the construction, modification or demolition of existing and new roads and construction sites.	Destroy in office 6 years after final site inspection.*	
18.14	EROSION CONTROL: EROSION AND SEDIMENT CONTROL PERMITS Records concerning permits, including permit logs, issued for site construction.	a) Destroy in office records concerning approved permits 3 years after expiration of permit. b) Destroy in office non-approved permits after 3 years.	
18.15	EROSION CONTROL: EROSION AND SEDIMENT CONTROL PLANS Includes approved and disapproved plans submitted to agency. Includes revisions, addendums, and records delineating who is financially responsible for the project.	a) Destroy approved plans in office 3 years after expiration. b) Destroy non-approved plans after 3 years.	Authority: 15A NCAC 04B .0118



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ITEM #	STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.16	EROSION CONTROL: TROUT BUFFER VARIANCES Includes denials and waivers. SEE ALSO: PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Variances (STANDARD 15: PLANNING AND REGULATION OF DEVELOPMENT RECORDS).	a) Destroy in office 6 years after approval of permit. b) Destroy in office after 3 years plans for which a permit was not issued.	Authority: 15A NCAC 04B .0125
18.17	FLOOD CONTROL: FLOOD CERTIFICATIONS Records concerning lot reviews for construction projects submitted to agency. SEE ALSO: PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Permits: Zoning Compliance (STANDARD 15: PLANNING AND REGULATION OF DEVELOPMENT RECORDS).	Destroy in office when superseded or obsolete.	
18.18	FLOOD CONTROL: FLOOD STUDIES Reviews of stream crossings for construction projects submitted to agency.	Retain in office for life of structure and then destroy.*	
18.19	UTILITIES: DAILY WATER AND WASTEWATER FACILITY OPERATORS LOGS Records concerning water distribution and treatment.	a) Destroy in office records concerning the operation of wastewater treatment facilities after 5 years.* b) Destroy in office records concerning the operation of water treatment facilities after 3 years.*	Authority: 15A NCAC 18C .1301


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ITEM #	STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.20 	UTILITIES: ELECTRIC POWER AND NATURAL GAS FACILITY ENGINEERING AND SYSTEM PLANS Includes authorizations to construct, building plans, and specifications of privately owned utilities. SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Strategic Plan (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	a) If an element of the Strategic Plan, destroy in office when reference value ends. ± Agency Policy: Destroy in office after _____ b) If not an element of the Strategic Plan, destroy in office when superseded or obsolete.	Confidentiality: G.S. 132-1.7
18.21	UTILITIES: ELECTRIC POWER AND NATURAL GAS PERMITS AND APPROVAL RECORDS Permits, approval letters, and other related documentation required by local, state, or federal ordinance, regulation, or statute and issued by agency.	a) Destroy in office permits 5 years after expiration, cancellation, revocation or denial.* b) Retain approval letters and supporting documentation permanently.	
18.22	UTILITIES: ELECTRIC POWER AND NATURAL GAS SYSTEM MAINTENANCE AND REPAIR RECORDS Records documenting installation, location, specifications, and maintenance history of meters, lines, pipes, pumps, and similar system equipment.	Destroy in office 3 years after equipment is no longer owned and/or operational.	
18.23 	UTILITIES: ELECTRIC POWER AND NATURAL GAS SYSTEM MANAGEMENT PLANS SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Strategic Plan (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	Retain in office for life of system and then destroy.	Confidentiality: G.S. 132-1.7

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ITEM #	STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.24	UTILITIES: ELECTRIC POWER AND NATURAL GAS SYSTEM PROJECT RECORDS	a) Retain project pre-approval and final approval letters for life of system and then destroy. b) Destroy in office remaining records 5 years after project is completed.	
18.25	UTILITIES: LANDLORD AGREEMENTS Agreements to automatically transfer utility accounts to landlords when their tenant vacates a property.	Destroy in office 3 years after expiration of agreement.	
18.26	 UTILITIES: MAPS (UTILITY INSTALLATIONS & DISTRIBUTIONS) Includes maps, plats, charts, and similar records showing the location of water mains, valves, hydrants, meters, etc., throughout the system. SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Maps, All Other (STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS).	Retain for life of system and then destroy.	Authority: 15A NCAC 18C .0300 Confidentiality: G.S. 132-1.7


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ITEM #	STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.27	UTILITIES: METER INSTALLATION, TESTING AND CALIBRATION RECORDS (ELECTRIC, WATER, GAS) Includes records concerning the installation or planned installation of meters and connecting any facility to utility system owned or operated by the agency.	a) Destroy in office records verifying installation of meter 3 years after equipment is no longer owned and/or operational. b) Destroy in office notice to property owners of approval of utility installation after 2 years. c) Destroy in office remaining records after reference value ends. [±] Agency Policy: Destroy in office after _____	
18.28	UTILITIES: PUBLIC UTILITIES INSPECTION FORMS Records relating to the inspection of sanitation, electric, water, gas and sewer utilities submitted to or conducted by agency.	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.29	 UTILITIES: PUBLIC UTILITIES SYSTEM ENGINEERING, MAINTENANCE, AND REPAIR RECORDS Includes records documenting installation, authorizations to construct, building plans, location, specifications, and maintenance history, for hydrants, pipes, pumps, valves, and similar system equipment. Includes drainage system maintenance and repair records.	a) Retain in office as built plans and specifications for life of system and then destroy. b) Destroy in office 5 years after equipment is no longer owned and/or operational if unlike replacement occurred. c) Destroy in office 3 years after equipment is no longer owned and/or operational if like replacement occurred. d) Destroy in office background surveys, studies, reports, drafts, and other records when superseded or obsolete.	Authority: 15A NCAC 18C .0300 15A NCAC 2H .0115 Confidentiality: G.S. 132-1.7
18.30	UTILITIES: RECYCLING WATER RECORDS Backwash recycling groundwater records.	Destroy in office when superseded or obsolete.	Authority: 40 CFR 141.76(d)
18.31	UTILITIES: SERVICE INTERRUPTION RECORDS Includes reports, logs, or similar records documenting service interruptions.	Destroy in office after 3 years.*	

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ITEM #	STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.32	UTILITIES: TAP AND HOOK UP RECORDS Applications, permits, contracts, logs, or similar records documenting location and installation of water and wastewater hookup and taps.	a) Destroy in office permits and contracts 3 years after termination or cancellation.* b) Destroy in office denied applications and remaining records when reference value ends. ± Agency Policy: Destroy in office after _____	Confidentiality: G.S. 132-1.1(c)
18.33	UTILITIES: WATER AND WASTEWATER PERMITS AND APPROVAL RECORDS Permits, approval letters, and other related documentation required by local, state, or federal ordinance, regulation, or statute for systems owned or operated by agency. Includes records regarding National Pollutant Discharge Elimination System (NPDES) permits.	a) Retain approval letters and supporting documentation permanently. b) Destroy in office permits and other records 5 years after expiration, cancellation, revocation or denial.*	Retention: 15A NCAC 18C .0300 15A NCAC 2H .0115 40 CFR 122.28
18.34	UTILITIES: WASTEWATER MAINTENANCE OPERATION REPORTS	Destroy in office after 3 years.	

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ITEM #	STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.35	WATER QUALITY: LABORATORY OPERATIONS RECORDS Includes documentation of all analytical quality control practices, reporting units, forms, test methods, and related procedures pertaining to certification obtained by agency. SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Audits: Performance (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	a) Destroy in office samples, raw data, analysis reports and related documentation after 5 years.* b) Destroy in office records concerning certification 2 years after expiration, cancellation, revocation, or denial.*	Authority: 15A NCAC 02H .0805(7)(G) 15A NCAC 02H .1100
18.36	WATER QUALITY: PRETREATMENT PROGRAM RECORDS Includes annual pretreatment reports, records of monitoring activities and results, water quality records and other related documentation.	a) Destroy in office permits and supporting documentation 5 years after expiration, cancellation, revocation, or denial.* b) Destroy in office remaining records after 3 years.*	Retention: 15A NCAC 02H .0908(f)(1) 40 CFR 503.17
18.37	WATER QUALITY: PUBLIC WATER SANITARY SURVEY RECORDS Includes reports, summaries, studies, correspondence (including e-mail), and other related records documenting the sanitary condition of system. SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Audits: Performance (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	a) Destroy in office 10 years after completion of survey.* b) Destroy in office documentation of corrective measures 2 years after their implementation.	Retention: 40 CFR 141.33 15A NCAC 18C .1526

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ITEM #	STANDARD 18: PUBLIC UTILITIES AND ENVIRONMENTAL/WASTE MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
18.38	WATER QUALITY: SEWER JETTING AND VECTORING RECORDS Records documenting the routine cleaning of wastewater lines.	Destroy in office after 3 years.	
18.39	WATER QUALITY: SLUDGE TREATMENT RECORDS Includes analyses, certification statements, site restrictions, monitoring records, vector attraction reduction requirements, trip tickets, residual records, control plans and other related documentation conducted by or for agency.	Destroy in office after 5 years.*	Retention: 40 CFR 503.17
18.40	WATER QUALITY: STORMWATER DEVIATION PERMITS Permits issued to single lots. Includes applications, certifications of installations, and related records.	a) Destroy in office permits and contracts 3 years after termination or cancellation.* b) Destroy in office inspections submitted by owner when superseded or obsolete.	
18.41	WATER QUALITY: VIOLATION RECORDS Includes all documentation of actions taken to correct federal, state or local violations of water and wastewater management standards by agency.	Destroy in office after 5 years.*	Retention: 40 CFR 141.33 15A NCAC 18C .1526
18.42	WATER QUALITY: WATER AND WASTEWATER SYSTEM INSPECTIONS AND TESTS Includes non-compliance inspections and test records conducted by a facility.	Destroy in office after 5 years.	

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STANDARD 19: PROGRAM OPERATIONAL RECORDS – STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS

Official records and materials created and accumulated for constructing and maintaining municipal and county-maintained streets and other public works projects, and engineering records.

ITEM #	STANDARD 19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.01	APPRAISAL REPORTS Records appraising privately owned land for compensation in eminent domain projects. SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Easements and Right-of-Way Agreements (STANDARD 6: LEGAL RECORDS).	Destroy in office after 10 years.	
19.02	CEMETERY DEEDS Copies of deeds for the purchase of agency-owned cemetery plots. Includes applications or deed slips.	a) Retain 1 copy of deed in office permanently. b) Destroy in office remaining records when reference value ends. [±] Agency Policy: Destroy in office after _____	
19.03	CEMETERY INTERMENT RECORDS Includes name of deceased, date of interment, and location of plot.	Retain in office permanently. <i>Retention Note: If these records are maintained as an electronic database, a copy should be maintained on paper or microfilm and updated regularly.</i>	


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ITEM #	STANDARD 19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.04	EXCAVATION PERMITS Applications, permits, and billing information for individuals and contractors requesting to work in the county or municipal right-of-way for demolitions or excavations.	a) Destroy in office billing records after 3 years.* b) Destroy in office applications and permits 1 year after expiration. c) Destroy in office applications for which a permit was never issued when reference value ends.± Agency Policy: Destroy in office after _____	
19.05	GRAVE OPENING ORDERS Authorizations to dig graves in agency-owned cemeteries.	Destroy in office after 1 year.	
19.06	INFRASTRUCTURE MAINTENANCE RECORDS Records documenting the general maintenance and upkeep of infrastructure, including roads, traffic lights, and other public works.	Destroy in office after 3 years.	
19.07	PLANNING FILE Includes long-range and immediate plans for paving streets and other projects.	Destroy in office 5 years after superseded or obsolete.	
19.08 	PROJECT RECORDS - CANCELLED Background information for public works and engineering projects explored but not undertaken. Records are used as a reference file and include maps, project information, and the reason that the project failed.	a) Retain records with historical value permanently. b) Destroy in office remaining records when reference value ends.± Agency Policy: Destroy in office after _____	Confidentiality: G.S. 132-1.7


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ITEM #	STANDARD 19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.09 	PROJECT RECORDS – CORE Records used to document the design and construction of public works and engineering projects. Includes final as-built plans and specifications; certificate of completion/closure; policy correspondence (including e-mail), covenants; final estimates and budgetary summaries; geo-technical reports; environmental mitigation agreements; permits for right-of-way use, photographs documenting key aspects of construction as-built; final specifications; and as-built structural calculations.	Destroy originals after life of structure ends.	Confidentiality: G.S. 132-1.7

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ITEM #	STANDARD 19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.10 	<p>PROJECT RECORDS – ENGINEERING & COMPLIANCE Records used to document the engineering and technical areas of a public works and engineering project, as well as compliance with regulatory requirements. Includes superseded plans and specifications, agreements for construction and finance, billing information, change orders, force orders, work orders, construction claims, contract documentation, contracts, reports, diaries and narratives, EEO information, material certifications, material testing reports, notice to proceed, permit of entry, postings, pre-construction conference records, final progress payments, punch lists, regulations, shop drawings, and subcontractor information. File also includes environmental review records and proof of compliance with any mitigation measures required as a condition of project authorization.</p> <p>SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Grants (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS); GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Grants: Financial (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS); GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Payroll and Earnings Records (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS.)</p>	Destroy in office 6 years after completion or termination of project.*	Confidentiality: G.S. 132-1.7


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ITEM #	STANDARD 19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.11	PROJECT SHEETS FILE Local forms listing property owners, lot or tract size, right-of-way data, tax value, and compensation.	Destroy in office after 5 years.	
19.12	RIGHT-OF-WAY ACQUISITION WORKING RECORDS Includes records of negotiations on acquisition of rights-of-way related to public works and engineering projects, such as 10-day letter of notification, notification of intent to acquire, notice of condemnation action, and other correspondence (including e-mail) relating to right-of-way acquisitions. SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Easements and Right-of-Way Agreements (STANDARD 6: LEGAL RECORDS).	Destroy in office after 3 years.*	
19.13	STREET NAME AND HOUSE NUMBER FILES Records relating to the assignment of street names and house numbers. May also include records documenting street name changes, and non-temporary street openings and closings.	Retain in office permanently.	

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ITEM #	STANDARD 19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.14 	STRUCTURAL MAINTENANCE AND ANALYSIS RECORDS Records used for maintenance, review, and analysis of permanent and temporary structures owned by third parties that extend, cross or abut the public right-of-way. SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Blueprints and Specifications (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	Destroy records pertaining to structure 3 years after the end of life of the structure.	Confidentiality: G.S. 132-1.7
19.15	SURVEY FIELD RECORDS Records used to document and establish easements and rights-of-way, and to locate reference points used during street and utility projects. Records include traverse information, tie sheets, sketches, field notes, plats, interpretation of field notes, alignments, profiles of projects, plans, grade sheets, estimates, databank ties, and other miscellaneous documents used to establish grades, rights-of-way and easements. SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Easements and Right-of-Way Agreements (STANDARD 6: LEGAL RECORDS).	a) Retain records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
19.16	TRAFFIC ANALYSIS Analysis of vehicle traffic within agency jurisdiction.	Destroy in office after 5 years.	

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ITEM #	STANDARD 19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.17	TRAFFIC VIDEO RECORDINGS AND DATA Recordings and other data used to monitor traffic levels.	Destroy in office after 30 days.*	


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STANDARD 20: PROGRAM OPERATIONAL RECORDS - LAW ENFORCEMENT RECORDS (EXCLUDING SHERIFF'S OFFICES)



Records received and created by any local government law enforcement agency (excluding sheriff's offices) necessary to meet all statutory requirements. Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of law enforcement records and G.S. §153A-98 and G.S. §160A-168 regarding confidentiality of personal information of law enforcement officers.

Please note: Records created by county sheriff's offices fall under the purview of the Records Retention Schedule of County Sheriff's Offices.

ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.01	ALARM CALL REPORTS Reports completed by officers responding to alarm calls. Includes listings of alarm type, time received, time arrived, reason for activation, and other related information. Includes forms completed by businesses and residences naming emergency contacts, location of safe, or other related information.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office after 30 days if not made part of a case file.	
20.02	ALTERNATIVE SENTENCING PROGRAMS Records documenting alternative sentencing programs. Includes work release and weekender service.	Destroy in office 3 years after individual leaves program.	
20.03	 ARREST PROCESSING RECORDS Records used to track a defendant's time and activities while in arrest processing. Includes time of arrival and time to and from each workstation.	Destroy in office 1 year after date of arrest.*	Confidentiality: G.S. 132-1.4



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ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.04 	ARREST REPORTS Reports concerning arrests made by officers.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office 5 years from date of arrest if report is not made part of a case file.	Confidentiality: G.S. 132-1.4
20.05	AUCTION RECORDS Records concerning abandoned and unclaimed articles or found property in possession of law enforcement sold at public auction. May include auction receipts of monies received for items sold.	Destroy in office after 3 years.*	
20.06 	CASE FILE: FELONIES Includes investigative reports, complaint reports, fingerprint cards, original arrest reports, copies of warrants, special expenditure report, statements of seized and returned property, interview sheets; case status reports, photographs, court orders, correspondence; officer's notes, court dispositions, audio or video recordings, and other related records. SEE ALSO: Electronic Recordings of Interrogations, below.	a) Destroy in office records concerning solved cases 20 years after disposition of case and exhaustion of any appeals.* b) Retain in office records concerning unsolved cases until solved, and then follow disposition instructions in part (a).	Confidentiality: G.S. 132-1.4



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ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.07 	CASE FILE: MISDEMEANORS Includes investigative reports, complaint reports, fingerprint cards, original arrest reports, copies of warrants, special expenditure reports, statements of seized and returned property, interview sheets, case status reports, photographs, court orders, correspondence, officer's notes, court dispositions, audio or video recordings, and other related records.	a) Destroy in office records concerning solved malicious misdemeanor cases 3 years after disposition of case and exhaustion of any appeals.* b) Retain in office records concerning unsolved malicious misdemeanor cases until solved, and then follow disposition instructions in part (a). c) Destroy in office records concerning all misdemeanor cases not covered in (a) or (b) after 3 years.*	Confidentiality: G.S. 132-1.4
20.08 	COMMUNICATION RECORDS Recordings, printouts, and logs of telephone, radio, dispatch, 911 emergency calls or texts, and computer aided dispatch (CAD) systems incoming and/or outgoing communications. Includes time and date of call, contents of call, location of call, name of unit sent to scene, and other related information. SEE ALSO: PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, 911 Communication Records and Recordings AND Dispatch Records and Recordings.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office after 30 days if not made part of a case file.	Confidentiality: G.S. 132-1.4

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ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.09 	COMPLAINTS Records concerning complaints to which a unit responded. Includes logs listing name and address of victim, time, date, nature of complaint, responding officer's name, action taken, and other related information.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office 3 years after resolution if not made part of a case file.	Confidentiality: G.S. 132-1.1(a)
20.10	COMPOSITE INTERVIEWS Summaries of interviews used to determine the physical description of suspects.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office when reference value ends if not made part of case file.± Agency Policy: Destroy in office after _____	
20.11 	CRIME ANALYSIS RECORDS Records used to anticipate, prevent, or monitor possible criminal activity. Includes crime reports, photographs, complaints, copies of citations, criminal profile information, and interoffice memoranda generated or accumulated in connection with investigations or directed patrols.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office when reference value ends if not made part of case file.± Agency Policy: Destroy in office after _____	Confidentiality: G.S. 132-1.4 G.S. 132-1.7(a2) Authority/ Confidentiality/ Retention 28 CFR 23.20

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2021 PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES

ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.12 	DETENTION FACILITY INCIDENT REPORTS Detention facility incident reports. Include narratives of incidents, lists of those involved, statements and interview reports, inmates' refusal of medical treatment, inmates' refusal to press charges, and other related records. SEE ALSO: GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Litigation Case Records (STANDARD 6: LEGAL RECORDS).	c) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors d) Destroy in office after 3 years if not made part of a case file.*	Confidentiality: G.S. 132-1.1(a)
20.13	DETENTION FACILITY OPERATIONAL RECORDS Records concerning all activities occurring during shifts at detention facilities. Includes end of duty (shift change reports, key and radio control lists, equipment and inmate/non-inmate housing check lists, cell inspection reports, laundry exchange and controlled property lists, tour reports, etc.) and inmate accountability (rosters, commitment and release reports, cell locations, etc.) records.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office when reference value ends if not made part of case file.± Agency Policy: Destroy in office after _____	
20.14	DETENTION FACILITY PHYSICAL FORCE RECORDS Reports made by any officer or employee of a detention facility who applies physical force to an inmate or arrestee.	Destroy in office after 3 years.*	

20. Law Enforcement Records

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ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.15	DIVISION OF CRIMINAL INFORMATION AND NATIONAL CRIME INFORMATION CENTER (DCI-NCIC) ENTRIES Records and logs listing entries and inquiries made against DCI-NCIC networks and concerning missing persons, wanted persons, stolen vehicles or other property, and other related topics.	Destroy in office 1 year after period covered by audit.*	Authority: 28 USC 534
20.16	DIVISION OF CRIMINAL INFORMATION AND NATIONAL CRIME INFORMATION CENTER (DCI-NCIC) VALIDATION RECORDS Requests and proofs of verification for DCI-NCIC or other law enforcement information networks.	Destroy in office after 1 year.*	Authority: 28 USC 534
20.17	DNA SAMPLING RECORDS Records documenting the collection of DNA samples from persons for qualifying offenses. Includes copies of judgments. Original samples are forwarded to the State Crime Lab.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office 1 year from date sample was obtained if not made part of a case file.	Authority: G.S. 15A-266.8

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2021 PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES

ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.18 	DOMESTIC VIOLENCE RECORDS Restraining orders and related records.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office after expiration of restraining order if not made part of a case file.	Confidentiality: G.S. 132-1.4
20.19	DRUG AND ALCOHOL TESTING RECORDS Records and reports generated when individuals suspected of being under the influence of or impaired by illegal drugs or alcohol are chemically tested. Includes reports used for persons arrested for driving while impaired by alcohol and/or drugs and breathalyzer analysis reports. SEE ALSO: Laboratory Case Records, below.	a) Transfer original Driving While Impaired (DWI) reports to county Clerk of Superior Court's office. b) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors c) Destroy in office when reference value ends if not made part of case file.± Agency Policy: Destroy in office after _____	

20. Law Enforcement Records

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ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.20 	ELECTRONIC RECORDINGS OF INTERROGATIONS Electronic recordings generated by audio and/or video recording devices of custodial interrogations in an investigation of a juvenile or any person in a criminal investigation.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office when reference value ends if not made part of case file.± Agency Policy: Destroy in office after _____	Authority: G.S. 15A-211 Confidentiality: G.S. 7B-3001(b) G.S. 132-1.4A
20.21 	FIELD OBSERVATIONS Records concerning field observations of suspicious persons or vehicles. Includes subject's name, address, and physical description; date, time, and location of occurrence; reason for stop; name of officer conducting interview; and other related information.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office when reference value ends if not made part of case file.± Agency Policy: Destroy in office after _____	Confidentiality: G.S. 132-1.4

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2021 PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES

ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.22	 FINGERPRINT CARDS Records used to verify a subject's identity. Includes fingerprints and all necessary information required to identify an individual. Also includes records of latent finger and palm prints that were found at the scene of a crime without identification of suspects <i>Original fingerprint records are forwarded to the State Bureau of Investigation.</i> SEE ALSO: Juvenile Case History Identification Records, below.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office after 3 years if not made part of case file.	Confidentiality: G.S. 132-1.4 Authority: G.S. 15A-502
20.23	FORCIBLE ENTRY RECORDS Records concerning forcible entries made by law enforcement personnel.	Destroy in office after 1 year.	
20.24	FUGITIVE WARRANTS CASE RECORDS Records concerning fugitive warrants sent to a department from another jurisdiction requesting assistance in finding an individual. Includes fugitive profile and warrant.	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____	

20. Law Enforcement Records

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ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.25 	IDENTIFICATION PHOTOGRAPHS Photographs (mugshots) of persons arrested in association with formal investigations. Also includes driver's license photos or negatives. SEE ALSO: Juvenile Case History Identification Records, below.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office after 3 years if not made part of a case file.	Confidentiality: G.S. 132-1.4
20.26	INCIDENT RESPONSE REPORTS Reports completed by officers responding to incidents. Includes victim, suspect, and witness information; damaged and stolen property reports; statement sheets; Miranda waiver forms; and other related records.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office when reference value ends if not made part of case file.± Agency Policy: Destroy in office after _____	Confidentiality: G.S. 132-1.4
20.27	INMATE CLASSIFICATION RECORDS Records concerning classification information gathered by the detention facility while inmates are incarcerated. Also includes incident reports, behavioral or disciplinary reports, interviews, classification level assigned, requested housing moves, and other related records.	Destroy in office 3 years after inmate is released or transferred from the facility.*	

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2021 PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES

ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.28	INMATE COMMITMENT RECORDS Copies of judgment and commitment papers received from the Clerk of Superior Court's office used to validate time spent incarcerated.	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____	
20.29	INMATE DEATH REPORTS Reports filed by office upon the death of an inmate. A report must be sent to the county health director and N.C. Department of Health and Human Services, within five days of the death.	Destroy in office after 3 years.*	Authority: G.S. 153A-224(b)
20.30	INMATE FINANCIAL RECORDS Records concerning individual inmate funds maintained by a detention facility for use by the inmate while incarcerated. Includes balance sheets listing inmate's name and number, amount of funds, dates of deposits and withdrawals, and other related information.	Destroy in office 3 years after inmate is released or transferred from the facility.*	

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2021 PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES

ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.31	INMATE GRIEVANCE RECORDS Records concerning grievances filed by inmates and actions taken. 	a) If legal action is taken and case adjudicated, destroy in office 5 years after final disposition. b) If legal action is taken and case non-adjudicated (out-of-court claims), destroy in office 5 years after final disposition or expiration of relevant statute of limitations. c) Destroy remaining records in office 3 years after inmate is released or transferred from the facility.*	Confidentiality: G.S. 132-1.1(a)
20.32	INMATE MAIL, TELEPHONE, OR VISITOR RECORDS Records concerning telephone calls and mail sent and received by inmates and individuals visiting inmates confined in county or municipal detention facilities. Includes logs listing inmate's name, date and time of call or mail, visitor's signature and address, and other related information.	Destroy in office after 1 year.*	
20.33	INMATE MEAL RECORDS Records concerning the planning and scheduling of inmate meals. Includes food service daily shift reports, daily meal sheets, food order forms, kitchen checklists, lists of inmates receiving meals and other related records. File also includes records concerning requests for special diets made by inmates.	Destroy in office after 3 years.*	Retention: 10A NCAC 14J .1723

20. Law Enforcement Records

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2021 PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES




ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.34	INMATE MEDICAL RECORDS Records concerning medical examinations, diagnoses, and treatments of inmates. Includes medical information sheets and screening forms, medical histories as provided by inmate, receipt and/or release forms for medications and medical articles, laboratory and x-ray reports, blood pressure records, sick bay transfer forms, special diet authorizations, psychological evaluation forms, suicide watch sheets, progress notes, health assessment forms, dental forms, doctors' orders, transportation records to outside clinics or hospitals, and other related records. May also include authorization records for release of medical information to detention facility staff, informed consent forms, refusal of treatment forms, and release of financial responsibility forms. SEE ALSO: Juvenile Detention Records, below.	Destroy in office 10 years after inmate's release or parole.	Confidentiality: G.S. 8-53 45 CFR 164.502
20.35	INMATE PERSONAL IDENTIFICATION RECORDS Records concerning changes to be made to an inmate's incarceration file. Includes personal identification changes, superior court calendar, long form dismissals and other related records.	Destroy in office 30 days after receipt.*	

20. Law Enforcement Records

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2021 PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES



ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.36	INMATE RESEARCH REQUESTS Requests filed by inmates seeking use of a facility's law library or similar collection containing research materials.	Destroy in office 1 year from date of request.	
20.37 	JUVENILE CASE FILES Includes incident and arrest reports, detention orders, disposition instructions, name and address of person having legal and/or physical custody of child, correspondence with county, municipal, or state juvenile services, and other related records.	a) Destroy in office records when juvenile reaches 21 years of age if adjudicated for an offense that would have been a Class A, B1, B2, C, D, or E felony if committed by an adult. b) Destroy in office records related to all other cases when juvenile reaches 18 years of age.	Confidentiality: G.S. 7B-3001(b) Retention:
20.38 	JUVENILE CASE HISTORY IDENTIFICATION RECORDS Includes fingerprints and photographs.	a) Transfer to the State Bureau of Investigation and Federal Bureau of Investigation. b) Destroy in office agency copies when reference value ends.*± Agency Policy: Destroy in office after _____	Confidentiality/ Retention: G.S. 7B-2102
20.39 	JUVENILE DETENTION RECORDS Records concerning medical and non-medical information gathered on juvenile inmates held in county or municipal detention facilities.	a) Destroy in office medical records when juvenile reaches 30 years of age. b) Destroy in office non-medical records when juvenile reaches 18 years of age.	Confidentiality: G.S. 7B-3001(b)

20. Law Enforcement Records

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2021 PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES

ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.40 	LABORATORY CASE RECORDS Records concerning cases examined in a crime laboratory; includes reports, notes, charts, and other related records	Retain in office permanently.	Confidentiality: G.S. 132-1.4
20.41 	LAW ENFORCEMENT AUDIO AND VIDEO RECORDINGS Tapes and digital recordings generated by mobile and fixed audio and video recording devices. Does not include Electronic Recordings of Interrogations, above.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office after 30 days if not made part of a case file.	Confidentiality: G.S. 132-1.4A G.S. 153A-98
20.42	MULTIPLE FIREARMS SALES REPORTS Reports received from dealers reporting the sale of multiple firearms.	Destroy in office when reference value ends, but within 20 days after receipt.± Agency Policy: Destroy in office after _____	Retention: 18 USC 923(g)(3)(b)
20.43	MULTIPLE FIREARMS SALES REPORTS DESTRUCTION RECORDS Records submitted after 6 months to the U.S. Attorney General's Office certifying that all multiple firearm sales reports received from dealers have been destroyed.	Destroy in office after 1 year.	Authority: 18 USC 923(g)(3)(b)

20. Law Enforcement Records

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2021 PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES


ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.44	ORDINANCE VIOLATIONS CITATIONS Citations issued for violations of municipal and county ordinances.	Destroy in office after 3 years.*	
20.45	PAWNSHOP RECORDS Pawnshop cards and property records submitted to municipal and county law enforcement offices.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office after 1 year if not made part of a case file.	Authority: G.S. 66-391
20.46	PERMISSION TO SEARCH RECORDS Authorizations for officers to search property, and if necessary, confiscate property deemed pertinent to an investigation.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office when reference value ends if not made part of a case file.± Agency Policy: Destroy in office after _____	

20. Law Enforcement Records

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2021 PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES

ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.47 	PERMITS: CONCEALED WEAPONS AND HANDGUNS Applications and supporting documentation filed to carry concealed weapons or purchase handguns. Includes background checks and other related records.	a) Destroy in office all approved applications after 5 years. b) Destroy in office denied applications and related records 5 years from date of denial or resolution of petition filed with district court, whichever is longer. c) Destroy in office background checks and related records concerning approved applications when permit is issued.	Authority/ Confidentiality: G.S. 14-415.17 G.S. 132-1.4 G.S. 132-1.7
20.48	PRISON RAPE ELIMINATION ACT (PREA) FILE Allegation, investigation, and incident review records documenting investigations into allegations of sexual abuse or sexual harassment.	Destroy in office 6 years after inmate's release.* <i>Retention Note: If a minor is involved in the incident, records should be retained until the minor reaches age 30.</i>	Authority: 28 CFR Part 115
20.49	PRISON RAPE ELIMINATION ACT (PREA) DATA FILE Aggregated data for every allegation of sexual abuse at county or municipal lockups.	Destroy in office after 10 years.	Authority/Retention: 28 CFR Part 115.187 28 CFR 115.189(d)
20.50	PRISONER TRANSPORT RECORD Verification forms completed by receiving party of prisoner patient.	Destroy in office after 1 year.	

20. Law Enforcement Records

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2021 PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES


ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.51	PROPERTY RECORDS Records concerning confiscated property, evidence, stolen or recovered property, and unclaimed property. Includes descriptions of property and its value, serial numbers, and other related records. Records may also be filed with original incident report.	Destroy in office 3 years after final disposition of property.	
20.52	PURSUIT LOGS Logs concerning pursuits by law enforcement personnel.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office after 3 years if not made part of a case file.	
20.53	RIDE-ALONG PROGRAM RECORDS Records concerning a law enforcement ride-along program.	Destroy in office after 3 years.*	
20.54	SEXUAL OFFENDER RECORDS Records concerning sexual offenders living within jurisdiction.	a) Destroy in office records of persons registered in the "Sexually Violent Predator Program" when individual is known dead or after 90 years. b) Destroy in office records of persons registered in the "Sex Offender and Public Protection Program" after court petition and review by the state; or after 30 years or length of court order, whichever is greater; or when individual is known dead.	Authority: G.S. 14-208 Retention: G.S. 14-208.6A

20. Law Enforcement Records

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2021 PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES

ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.55	TRAFFIC ACCIDENT REPORTS Records concerning traffic accidents. Includes general correspondence, property receipts, collision reports, waivers signed by involved parties agreeing to settle damages among themselves, and other related records.	a) Transfer original collision report to the N.C. Division of Motor Vehicles within 10 days of accident. b) Destroy in office after 3 years records concerning accidents not meeting N.C. Division of Motor Vehicles reporting requirements, but for which a report was made. c) Destroy in office duplicate reports when reference value ends.± Agency Policy: Destroy in office after _____	Confidentiality: 18 USC 2721
20.56 	TRAFFIC CITATIONS AND WARNINGS Citations issued to drivers violating motor vehicle and traffic laws. Includes voided citations and warnings that do not require a fine or court appearance.	a) Transfer original citations to county Clerk of Superior Court's office. b) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors c) Destroy remaining records in office after 1 year.	

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ITEM #	STANDARD 20: LAW ENFORCEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.57	TRESPASS RECORDS Authorizations by property owners, lessees, or managers for law enforcement officers to take action deemed appropriate to remove unauthorized persons and issue trespass warnings.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office 1 year after expiration if not made part of a case file.	Authority: G.S. 14-159.12-13
20.58	VEHICLE TOWING RECORDS Includes recovery authorizations and consent forms completed by owners to have vehicle towed, removed, stored, or left at the scene.	a) If records are made part of a case file, follow disposition instructions for: Case File: Felonies Case File: Misdemeanors b) Destroy in office after 1 year if not made part of a case file.	

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STANDARD 21: PROGRAM OPERATIONAL RECORDS - TAX RECORDS (FOR MUNICIPALITIES)

Records received and created by a municipality for the purposes of collecting taxes. For County Tax Administration records, please refer to the separate County Tax Administration Program Schedule.

ITEM #	STANDARD 21: TAX RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
21.01 	ANIMAL LICENSING RECORDS Records concerning the licensing of dogs, cats, and other animals by the municipality. Includes owner and animal information and record of fees paid.	Destroy in office after 3 years.*	Authority: G.S. 160A-212 Confidentiality: G.S. 105-259 G.S. 132-1.1(b) G.S. 132-1.2 G.S. 160A-208.1
21.02	BEER AND WINE TAXES AND RECORDS Records concerning the levy of privilege taxes on beer and wine.	Destroy in office after 3 years.*	Authority: G.S. 105-133.77-79
21.03 	BICYCLE LICENSE PLATE RECORDS Records concerning issuance of license plates for bicycles.	Destroy in office after 1 year.*	Confidentiality: G.S. 105-259 G.S. 132-1.1(b) G.S. 132-1.2 G.S. 160A-208.1

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2021 PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES


ITEM #	STANDARD 21: TAX RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
21.04	DELINQUENT TAXPAYER RECORDS Records concerning taxpayers who have not paid real and personal property taxes due, including unpaid notices. SEE ALSO: Delinquent Taxpayer Records: Advertisement of Tax Liens Against Real Property, below.	Destroy in office after 10 years or 3 years after final settlement or 1 year after released by governing board, whichever comes first.*	
21.05	DELINQUENT TAXPAYER RECORDS: ADVERTISEMENT OF TAX LIENS AGAINST REAL PROPERTY Records concerning the municipal taxation officer's publication in the newspaper of delinquent taxpayer and tax sales notices. SEE ALSO: Delinquent Taxpayer Records, above.	Destroy in office after 10 years.*	Authority: G.S. 105-369
21.06	MOTOR VEHICLE RENTAL TAX RECORDS Records concerning motor vehicle rental tax assessments.	Destroy in office after 3 years.*	
21.07	MUNICIPAL VEHICLE TAX RECORDS Records concerning municipal vehicle taxes levied annually.	Destroy in office after 3 years.*	Authority: G.S. 20-97(b)
21.08	PREPARED FOOD AND BEVERAGE TAX RECORDS Records concerning prepared food and beverage tax assessments.	Destroy in office after 3 years.*	

21. Tax Records (Municipal)

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2021 PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES

ITEM #	STANDARD 21: TAX RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
21.09	PRIVILEGE LICENSES, TAXES, AND FEE RECORDS Records concerning the licensing of occupations, businesses, trades, professions, and forms of amusement or entertainment and associated fees and taxes. SEE ALSO: Animal Licensing Records (above), Beer and Wine Taxes and Records (above), Municipal Vehicle Tax Records (above), Taxicab and Limousine Tax Records (below).	Destroy in office after 3 years.*	Authority: G.S. 160A-194
21.10 	ROOM OCCUPANCY TAX RECORDS Records concerning the administration of room occupancy tax records for those municipalities who have adopted room occupancy taxes.	Destroy in office after 3 years.*	Authority: G.S. 160A-215 Confidentiality: G.S. 105-259 G.S. 132-1.1(b) G.S. 132-1.2 G.S. 160A-208.1

21. Tax Records (Municipal)

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction “destroy when reference value ends.” Please use the space provided.

2021 PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES

ITEM #	STANDARD 21: TAX RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
21.11	SCHEDULE "B" LICENSES Receipts of licenses issued by municipality in accordance with Article 2, Schedule B of the Revenue Laws of North Carolina. Applies to privilege licenses issued to attorneys-at-law and other professionals, installment paper dealers, and pawnbrokers.	a) Destroy in office 3 years after close of license tax year stubs or detailed settlement records. b) Destroy in office stubs 1 years after audit if settlement records are kept.	Authority: G.S. 105-41 G.S. 105-83 G.S. 105-88 G.S. 153A-152 G.S. 160A-211 Confidentiality: G.S. 105-259 G.S. 132-1.1(b) G.S. 132-1.2 G.S. 160A-208.1
21.12	TAX ABSTRACTS AND LISTS Records concerning real and personal property in the municipality, based on assessment lists. Includes name and address of taxpayer along with descriptions of property owned and estimated value.	Destroy in office after 10 years or two revaluation cycles.	Authority: G.S. 105-309 G.S. 105-296
21.13	TAX EXEMPT PROPERTY FILE Records concerning property that is exempt from taxation.	Destroy in office 5 years after property exemption has expired or at end of life of structure, whichever comes first.	
21.14	TAX LEDGER CARDS OR SHEETS	Destroy in office 5 years after superseded or obsolete.	

21. Tax Records (Municipal)

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

2021 PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES

ITEM #	STANDARD 21: TAX RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
21.15	TAX LEVY/SEIZURE RECORDS Inventory of property taken from property owner by the municipal tax collector to pay back taxes.	a) Destroy in office after 3 years execution forms if levy and sale of personal property is made. If levy and sale are conducted by municipal law enforcement agency, execution forms are to be retained by that agency. b) If levy, seizure, and sale are not made, destroy in office forms when reference value ends.± Agency Policy: Destroy in office after _____	Authority: G.S. 105-366 G.S. 105-367
21.16	TAX LIEN SALES Records concerning sales held to satisfy tax liens.	Destroy in office 10 years after sale.	
21.17	TAX REBATES Records concerning tax rebates given or received.	Destroy in office after 10 years.	
21.18	TAX SCROLLS Records indicating property (real estate and personal) valuation and taxes due.	Destroy in office after 10 years.	
21.19	TAXICAB AND LIMOUSINE TAX RECORDS Records concerning the levy of privilege taxes on taxicabs and limousines.	Destroy in office after 3 years.*	Authority: G.S. 20-97(d)

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

MANAGING PUBLIC RECORDS IN NORTH CAROLINA

Q. What is this “records retention and disposition schedule”?

- A.** This document is a tool for the employees of local government agencies across North Carolina to use when managing the records in their offices. It lists records commonly found in agency offices and gives an assessment of their value by indicating how long those records should be retained. This schedule is also an agreement between your agency and the State Archives of North Carolina.

This schedule serves as the inventory and schedule that the State Archives of North Carolina is directed by N.C. Gen. Stat. § 121-5(c) and N.C. Gen. Stat. § 132-8 to provide. It supersedes all previous editions, including all amendments.

Q. How do I get this schedule approved?

- A.** This schedule must be approved by your governing body for use in your agency. That approval should be made in a regular meeting and recorded as an action in the minutes. It may be done as part of the consent agenda, by resolution, or other action.

Q. Am I required to have all the records listed on this schedule?

- A.** No, this is not a list of records you must have in your office.

Q. What is “reference value”?

- A.** Items containing “reference value” in the disposition instructions are generally records that hold limited value, which is typically restricted to those documenting routine operations within the office. A minimum retention period should be established by the office for any items containing the phrase “destroy in office when reference value ends” in the disposition instructions.

Q. Do the standards correspond to the organizational structure of my agency?

- A.** Records series are grouped into standards to make it easier for users to locate records and their disposition instructions. You may find that the groupings reflect the organizational structure of your agency, or you may find that records are located in various standards depending on the content of the record. The intent of the schedule’s organization is to provide an easy reference guide for the records created in your agency.

Q. What if I cannot find some of my records on this schedule?

- A.** Sometimes the records are listed in a different standard than how you organize them in your office. Be sure to check the Index and utilize the search function on the PDF version of the schedule to facilitate the location of records series. If you still cannot locate your records on the schedule, contact a Records Management Analyst. We will work with you to amend this records schedule so that you may destroy records appropriately. The Request for Change in Records Schedule form (see page A-17) can be used for such requests.

Q. What are public records?

- A.** The *General Statutes of North Carolina*, Chapter 132, provides this definition of public records:
- “Public record” or “public records” shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or

characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (state or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the state or of any county, unit, special district or other political subdivision of government.

Q. Is any person allowed to see my records?

- A.** Yes, except as restricted by specific provisions in state or federal law. N.C. Gen. Stat. § 132-6 instructs:

“Every custodian of public records shall permit any record in the custodian’s custody to be inspected and examined at reasonable times and under reasonable supervision by any person, and shall, as promptly as possible, furnish copies thereof upon payment of any fees as may be prescribed by law. ... No person requesting to inspect and examine public records, or to obtain copies thereof, shall be required to disclose the purpose or motive for the request.”

Q. What about my confidential records?

- A.** Not all government records are open to public inspection. Exceptions to the access requirements in N.C. Gen. Stat. § 132-6 and the definition of public records in N.C. Gen. Stat. § 132-1 are found throughout the General Statutes. You must be able to cite a specific provision in the General Statutes or federal law when you restrict or deny access to a particular record.
-

Q. Am I required to make available to the public copies of drafts that have not been approved?

- A.** Yes, even if a report, permit, or other record has not been finalized, it is still a public record subject to request. Any record that is not confidential by law must be provided when a request is received, whether it is “finished” or not.
-

Q. What do I do with permanent records?

- A.** Permanent records should be maintained in the office that created the records, forever.

The Department of Natural and Cultural Resources (DNCR) is charged by the General Assembly with the administration of a records management program (N.C. Gen. Stat. § 121-4 (2) and § 132-8.1) and the maintenance of “*a program for the selection and preservation of public records considered **essential** to the operation of government and to the **protection of the rights and interests of persons**”* (§ 132-8.2). Permanent records with these characteristics require preservation duplicates that are human-readable (paper or microfilm). Some examples of these characteristics include:

- Affect multiple people, without regard to relation
- Have significance over a long span of time
- Document governance
- Document citizenship

Examples of records with these characteristics:

- Minutes of governing bodies at the state and local levels are the basic evidence of our system of governance, and are routinely provided for the public to read.

- Records, such as deeds and tax scrolls, about land document changes in ownership and condition. Counties maintain offices expressly for the purpose of making those records available to the public. Other records in local and state governments document potential public health hazards, such as hazardous materials spills.
- Adoptions, marriages, and divorces document changes in familial relationships and document citizenship. Though adoptions are confidential (not available for public inspection), they document citizenship and changes in inheritance and familial succession.
- Court records, such as wills, estates, and capital cases, affect people within and across family groups, are made available for public inspection, and often involve transactions related to the examples above.

See the Human-Readable Preservation Duplicates policy issued by the North Carolina Department of Natural and Cultural Resources (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines/human-readable-preservation>) and check with a records analyst to determine whether your permanent records require a preservation duplicate.

Q. What is historical value?

- A.** Historical records document significant events, actions, decisions, conditions, relationships, and similar developments. These records have administrative, legal, fiscal, or evidential importance for the government or its citizens. Two criteria for determining historical value are inherent interest and extraordinary documentation:
- Inherent interest is created by non-routine events, by the involvement of famous parties, and by compelling contexts. For instance, foreclosure proceedings from the 1930s have high historical value because they date from the era of the Great Depression.
 - Extraordinary documentation is found in records that shed light on political, public, or social history. For instance, the records from the replevin case that returned the Bill of Rights to North Carolina hold more historical value than most property case files because of the political history intertwined with this case.

SANC has further elaborated selection criteria that help distinguish records with historical value:

- Do they protect the rights and property of citizens?
- Do they have a long-term impact on citizens?
- Do they document the core functions of an agency?
- Do they document high-level decision-making that shapes an agency's policies or initiatives?
- Do they summarize an agency's activities?

Call a Records Management Analyst for further assistance in assessing historical value.

Q. What if I do not have any records?

- A.** Nearly every position in government generates, receives, or uses records. Computer files of any kind, including drafts and e-mail, are public records. Even if your records are not the official or final version, your records are public records. Not all records have high historical, legal, or fiscal value, but they all must be destroyed in accordance with the provisions of the appropriate records schedule.

Q. I have a lot of unsorted records. What's a good first step for getting a handle on these records?

- A.** We encourage you to create a file plan of what records you have. When you create this plan, you can match each record to its placement on this schedule or on the appropriate retention schedule. A sample file plan is available on Page A-21. Having a file plan can help you strategize how to best organize your physical or digital records. A file plan is also useful in disaster planning and scheduling destructions.

Q. May I store our unused records in the basement, attic, shed, etc.?

- A.** Public records are public property. Though we encourage agencies to find places to store records that do not take up too much valuable office space, the selected space should be dry, secure, and free from pests and mold. Your office must ensure that records stored away from your main office area are well protected from natural and man-made problems while remaining readily available to your staff and the public.

Q. Our old records are stored in the attic, basement, or off-site building, etc. Are we required to provide public access to these records?

- A.** Yes, as long as the records are not confidential by law. You should also be aware that confidentiality can expire.

Q. Aren't all our old records at the State Archives of North Carolina?

- A.** Probably not. The State Archives of North Carolina collects only very specific types of records from local government offices. Contact a Records Management Analyst for more information about which records are held or can be transferred to the State Archives of North Carolina for permanent preservation.

Q. I found some really old records. What should I do with them?

- A.** Call a Records Management Analyst. We will help you examine the records and assess their historical value.

Q. Can I give my old records to the historical society or public library?

- A.** Before you offer any record to a historical society, public library, or any other entity, you must contact a Records Management Analyst. Permanent records must be kept either in your offices or at the State Archives of North Carolina.

Q. Whom can I call with questions?

- A.** If you are located west of Statesville, call our Western Office in Asheville at (828) 250-3103. If you are east of Statesville, all the way to the coast, call our Raleigh office at (919) 814-6900.

AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION

Q. Why is there an asterisk in the disposition instructions of so many items on this schedule?

A. No record involved in a pending or ongoing audit, legal, or other official action may be destroyed before that audit or action is resolved.

A legal hold or litigation hold means that records that are the subject of the legal hold or litigation hold must be preserved and thus must not be destroyed until officially released from the hold. A legal hold or litigation hold is placed when either an official discovery order is served on the agency requesting the production of the records in question (for a litigation, regulatory investigation, audit, open records request, etc.) or litigation is pending and the agency is thus on notice to preserve all potentially relevant records. You must also ensure that for a claim or litigation that appears to be reasonably foreseeable or anticipated but not yet initiated, any records (in paper or electronic formats) relevant to such a claim or litigation are preserved and not destroyed until released by your General Counsel. The records in question must not be destroyed until the completion of the action and the resolution of all issues that arise from it regardless of the retention period set forth in this schedule.

We have used an asterisk (*) in the disposition instructions to mark records series that are commonly audited, litigated, or may be subject to other official actions. However, any record has this potential. Records custodians are responsible for being aware of potential actions, and for preventing the destruction of any record that is, or may be reasonably expected to become, involved in an audit, legal, or other official action.

Records used during routine audits may be destroyed when the governing body accepts the audit, if the records have completed the retention period listed in this schedule. If time remains in the retention period, the records must be maintained for the remainder of the period. The auditor's working papers must be kept according to the schedule. (See also GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, Audits: Performance, STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS, Audits: Financial, STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS.) Should a dispute arise over an audit, the records that were audited should be retained until that dispute is resolved.

The attorney representing the agency should inform records custodians when legal matters are concluded and records will no longer be needed. Following the conclusion of any legal action, the records may be destroyed if they have met the retention period in the schedule. Otherwise, they should be kept for the remaining time period.

TRANSITORY RECORDS

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”³

According to North Carolina General Statutes § 121 and § 132, every document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data processing record, artifact, or other documentary material, regardless of physical form or characteristics, made or received in connection with the transaction of public business by any state, county, municipal agency, or other political subdivision of government is considered a public record and may not be disposed of, erased, or destroyed without specific approval from the Department of Natural and Cultural Resources.

The Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called “transitory records.” The following questions and answers discuss types of transitory records commonly created in state government. They may be disposed of according to the guidance below. However, all public employees should be familiar with the General Records Schedule for Local Government Agencies, their office’s Program Records Retention and Disposition Schedule, and any other applicable guidelines for their office. If any of these documents require a different retention period for these records, follow the longer of the two retention periods. When in doubt about whether a record is transitory, or whether it has special significance or importance, retain the record in question and seek guidance from the analyst assigned to your agency.

Q. What do I do with routing slips, fax cover sheets, “while you were out” slips, memory aids, etc.?

- A.** Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed.

Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails) have minimal value once the official action these records are supporting has been completed and documented. Unless they are listed on the General Records Schedule for Local Government Agencies or your office’s Program Records Retention and Disposition Schedule, these records may be destroyed or otherwise disposed of once the action has been resolved.

Q. What about research materials, drafts, and other working papers used to create a final, official record?

- A.** Drafts and working papers are materials, including notes and calculations, gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of General Statute § 132, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents which may be destroyed after final approval include:

- Drafts and working papers for internal and external policies

³ Society of American Archivists, *Dictionary of Archives Terminology*.

- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that are already formally documented.

Q. What if I have forms designed and used solely to create, update, or modify records in an electronic medium?

- A.** If these records are not required for audit or legal purposes, they may be destroyed in office after completion of data entry and after all verification and quality control procedures. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g. a signature or notary's seal), they should be retained according to the disposition instructions for the records series encompassing the forms' function.

See also the State Archives of North Carolina's guidance on digital signatures found at:
<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines/digital-signature-policy>

DESTRUCTION OF PUBLIC RECORDS

Q. When can I destroy records?

- A.** Each records series listed on this schedule has specific disposition instructions that indicate how long the series must be kept in your office. In some cases, the disposition instructions are “Retain in office permanently,” which means that those records must be kept in your offices forever.

Q. How do I destroy records?

- A.** After your agency has approved this records retention and disposition schedule, records should be destroyed in one of the following ways:
- 1) burned, unless prohibited by local ordinance;
 - 2) shredded, or torn so as to destroy the record content of the documents or material concerned;
 - 3) placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned;
 - 4) sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

The provision that electronic records are to be destroyed means that the data, metadata, and physical media are to be overwritten, deleted, and unlinked so that the data and metadata may not be practicably reconstructed.

The data, metadata, and physical media containing confidential records of any format are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.

— N.C. Administrative Code, Title 7, Chapter 4, Subchapter M, Section .0510

Without your agency’s approval of this records schedule, no records may legally be destroyed.

Q. How can I destroy records if they are not listed on this schedule?

- A.** Contact a Records Management Analyst. An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do have historical value, we will discuss the possibility of transferring the records to the State Archives of North Carolina to be preserved permanently.

If the records do not have historical value, we will ask you to complete a [Request for Disposal for Unscheduled Records](#) form if the records are no longer being created. If the records are an active records series, an analyst will help you develop an amendment to this schedule so that you can destroy the records appropriately from this point forward.

Q. *Am I required to tell anyone about the destructions?*

- A.** We recommend that you report on your records retention activities to your governing board on an annual basis. This report does not need to be detailed, but it is important that significant destructions be entered into the minutes of the Board. See a sample destructions log that follows (and is available online at the State Archives of North Carolina website, <https://archives.ncdcr.gov/government/rm-tools>).



Destructions Log

County/Municipality					
Division		Section		Branch	
Location(s) of Records					

Records Series	Required Retention	Date Range	Volume (file drawers or MB)	Media (Paper, Electronic)		Date of Destruction	Method of Destruction	Authorization for Destruction
				P	E			

ELECTRONIC RECORDS: E-MAIL, BORN-DIGITAL RECORDS, AND DIGITAL IMAGING

Q. When can I delete my e-mail?

- A.** E-mail is a public record as defined by N.C. Gen. Stat. § 121-5 and N.C. Gen. Stat. § 132. Electronic mail is as much a record as any paper record and must be treated in the same manner. **It is the content of each message that is important.** If a particular message would have been filed as a paper memo, it should still be filed (either in your e-mail program or in your regular directory structure), and it should be retained the same length of time as its paper counterparts. **It is inappropriate to destroy e-mail simply because storage limits have been reached.** Some examples of e-mail messages that are public records and therefore covered by this policy include:

- Policies or directives;
- Final drafts of reports and recommendations;
- Correspondence and memoranda related to official business;
- Work schedules and assignments;
- Meeting agendas or minutes
- Any document or message that initiates, facilitates, authorizes, or completes a business transaction; and
- Messages that create a precedent, such as issuing instructions and advice.

*From the Department of Cultural Resources E-Mail Policy (Revised July 2009),
available at the State Archives of North Carolina website*

Other publications (available online at the [State Archives of North Carolina website](#)) that will be particularly helpful in managing your e-mail include tutorials on managing e-mail as a public record and on using Microsoft Exchange.

Q. May I print my e-mail to file it?

- A.** We do not recommend printing e-mail for preservation purposes. Important metadata are lost when e-mail is printed.

Q. I use my personal e-mail account for work. No one can see my personal e-mail, right?

- A.** The best practice is to avoid using personal resources, including private e-mail accounts, for public business. N.C. Gen. Stat. § 132-1 states that records “made or received pursuant to law or ordinance *in connection with the transaction of public business* by any agency of North Carolina government or its subdivisions” are public records (emphasis added). The fact that public records reside in a personal e-mail account is irrelevant.

Q. We have an imaging system. Are we required to keep the paper?

- A.** You may scan any record, but you will need to receive approval from the Government Records Section in order to destroy paper originals that have been digitized. Your agency must develop an electronic records policy and then submit a Request for Disposal of Original Records Duplicated by Electronic Means. You can find these templates in the Digital Imaging section of the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines#digital-imaging>). Contact a Records Management Analyst for further instructions on how to develop a compliant electronic records policy.

Permanent records must have a security preservation copy as defined by State Archives of North Carolina's [Human-Readable Preservation Duplicate Policy](#) (N.C. Gen. Stat. § 132-8.2):

Preservation duplicates shall be durable, accurate, complete and clear, and such duplicates made by a photographic, photo static, microfilm, micro card, miniature photographic, or other process which accurately reproduces and forms a durable medium for so reproducing the original shall have the same force and effect for all purposes as the original record whether the original record is in existence or not. ... Such preservation duplicates shall be preserved in the place and manner of safekeeping prescribed by the Department of Natural and Cultural Resources.

The preservation duplicate of permanent records must be either on paper or microfilm.

Non-permanent records may be retained in any format. You will need to take precautions with electronic records that you must keep more than about 5 years. Computer systems do not have long life cycles. Each time you change computer systems, you must convert all records to the new system so that you can assure their preservation and provide access.

Q. Computer storage is cheap. Can I just keep my computer records permanently?

- A.** The best practice is to destroy all records that have met their retention requirements, regardless of format.

Q. What are the guidelines regarding the creation and handling of electronic public records, including text messages and social media?

- A.** There are numerous documents available on the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines>). Topics covered include shared storage, cloud computing, e-discovery, trustworthy digital public records, digital signatures, e-mail, social media, text messages, websites, digital imaging, metadata, file formats, database indexing, and security backups.

Note that e-mail, text messages, and social media should be handled according to their content. Therefore, this schedule does not include a records series that instructs you on how to handle one of these born-digital records by format; instead of focusing on how the information is disseminated, consider what content is contained in the e-mail, text message, or social media post. For instance, an e-mail requesting leave that is sent to a supervisor should be kept for 3 years. On the General Records Schedule: Local Government Agencies, see Leave Records (Standard 4: HUMAN RESOURCES RECORDS).

GEOSPATIAL RECORDS

Q. Why should geographic information system (GIS) datasets be retained and preserved?

- A.** Geospatial records are public records and need to be retained and preserved based on their legal, fiscal, evidential and/or historical value according to an established retention schedule. Local agencies involved in GIS operations should work with the State Archives of North Carolina in order to appraise, inventory, and preserve their geospatial records according to established best practices and standards to insure both their short- and long-term accessibility.

Due to the complexity and transitory nature of these records, geospatial records retention and long-term preservation is a community-wide challenge. GIS files have become essential to the function of many local agencies and will continue to frequently be utilized in agency decision-making processes in the near and far future. Accessibility of GIS records over time has legal, fiscal, practical, and historical implications. The availability of GIS records can help safeguard the local government's legal and fiscal accountability and aid agencies in conducting retrospective and prospective studies. These studies are only possible when essential data from the past are still available.

Q. What GIS datasets should be preserved by local governments?

- A.** The following types of geospatial records have been designated as having archival value:
- Parcel data
 - Street centerline data
 - Corporate limits data
 - Extraterritorial jurisdiction data
 - Zoning data, address points
 - Orthophotography (imagery)
 - Utilities
 - Emergency/E-911 themes

For more information, see **GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES, STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS**.

Q. How often should we capture the datasets retained for their legal, fiscal, evidential or historical value?

- A.** Consult the retention schedule for frequency of capture. The frequency of capture is based on the significance of the record as well as its alterability.

Q. What data formats, compression formats, and media should be used to preserve the data?

- A.** Archiving practices should be consistent with North Carolina Geographic Information Coordinating Council (GICC) approved standards and recommendations. (Examples: Content Standards for Metadata; Data Sharing Recommendations). Consult the GICC website at <https://it.nc.gov/about/boards-commissions/gicc>.

You should also comply with guidelines and standards issued by the State Archives of North Carolina, which are available on its website.

Q. Who should be responsible for creation and long-term storage of archived data?

- A.** The creating agency, NCOneMap, and the State Archives of North Carolina may all have responsibility for archiving data. If you choose to upload your data to NCOneMap, consult with your county's GIS department to determine whether data will be uploaded by your agency or by the whole county. If you choose not to upload your data to NCOneMap, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.

SECURITY PRESERVATION COPIES OF RECORDS

Q. What is the advantage to having security preservation copies of records stored with the State Archives?

- A.** Having duplicate copies of essential records in a separate location mitigates the risk that you may lose the only physical copy of a given record in a disaster or other records loss event. Maintaining offsite duplicates of records, regardless of format, is a good practice to adopt.

The State Archives creates duplicate copies on microfilm because of the durability of the medium. Silver negative microfilm does not decay for hundreds of years, ensuring that your records maintain their integrity over time.

Q. What records will the State Archives back up for us?

- A.** The State Archives provides security imaging services for minutes of major decision-making boards and commissions. We will also image records of adoptions for Social Services agencies as well as maps and plats from Registers of Deeds offices. Once those records are imaged, they are converted to security microfilm. We will store the silver negative (original) microfilm in our security vault. Contact the Records Management Analyst in charge of imaging coordination for the most current information.
-

Q. How do I start the process of backing up the above listed records?

- A.** We have three processes for creating backup film copies of these records. First, you can send photocopies of your approved minutes to us in the mail. Simply include a copy of the **Certification of the Preparation of Records for Security Preservation Copy** form (available online at the [State Archives of North Carolina website](#)) with each shipment. For more detailed instructions, contact a Records Management Analyst.

Secondly, you can bring us your original books. We will film them and return them to you. This process is most useful when you have more minutes to film than you are willing to photocopy. It is important to remember that a representative of your office or ours must transport the original books in person so that the custody of the records is maintained. You should not mail or ship your original minutes. Contact the Records Management Analyst in charge of imaging coordination to schedule an appointment for your books to be imaged. We will make every effort to expedite the filming so that your books will be returned to you as quickly as possible.

Finally, you can submit these records to the State Archives electronically. Please see our procedures in "[Transfer of Minutes in Digital Formats for Microfilming](#)" or contact the Records Management Analyst in charge of imaging coordination for more information.

Q. In the event of a records loss, how do I obtain copies of the security preservation copies stored at the State Archives?

- A.** Contact the Records Management Analyst in charge of imaging coordination who will help you purchase copies of the microfilm from our office. You can then send those reels to a vendor who can either make new printed books or scan the film to create a digital copy.

Q. Can I obtain digital copies of the security preservation records?

- A.** Yes, you can request digital copies of records when you submit them to the State Archives for initial reproduction. Contact the Records Management Analyst in charge of imaging coordination to initiate a request for digital duplicates.

DISASTER ASSISTANCE

Q. What should I do in case of fire or flood?

- A.** Secure the area, and keep everyone out until fire or other safety professionals allow entry. Then, call our Raleigh office at (919) 814-6903 for the Head of the Government Records Section or (919) 814-6849 for the Head of the Collections Management Branch. If you're in the western part of the state, call our Asheville Office at (828) 250-3103. On nights and weekends, call your local emergency management office.

DO NOT ATTEMPT TO MOVE OR CLEAN ANY RECORDS.

Damaged records are extremely fragile and require careful handling. Our staff are trained in preliminary recovery techniques, documenting damage to your records, and authorizing destruction of damaged records. Professional vendors can handle larger disasters.

Q. What help do you give in case of an emergency?

- A.** We will do everything we can to visit you at the earliest opportunity in order to provide hands-on assistance. We can assist you in appraising the records that have been damaged so that precious resources (and especially time) are not spent on records with lesser value. We can provide lists of professional recovery vendors that you can contact to preserve your essential and permanent records.
-

Q. What can I do to prepare for an emergency?

- A.** We provide training on disaster preparation that includes a discussion of the roles of proper inventories, staff training, and advance contracts with recovery vendors. If you would like to have this workshop presented, call a Records Management Analyst.
-

Q. What are essential records?

- A.** Essential records are records that are necessary for continuity of operations in the event of a disaster. There are two common categories of records that are considered essential:
- **Emergency operating records** – including emergency plans and directives, orders of succession, delegations of authority, staffing assignments, selected program records needed to continue the most critical agency operations, as well as related policy or procedural records.
 - **Legal and financial rights records** – these protect the legal and financial rights of the Government and of the individuals directly affected by its activities. Examples include accounts receivable records, Social Security records, payroll records, retirement records, and insurance records. These records were formerly defined as “rights-and-interests” records.

Essential records should be stored in safe, secure locations as well as duplicated and stored off-site, if possible.

STAFF TRAINING

Q. What types of workshops or training do you offer?

- A.** We have a group of prepared workshops that we can offer at any time at various locations throughout the state. Contact a Records Management Analyst if you are interested in having one of the workshops presented to your agency. We will work with you directly to develop training suited to your specific needs. Our basic workshops are:
- Managing public records in North Carolina
 - Disaster preparedness and recovery
 - Digital communications

Q. Will you design a workshop especially for our office?

- A.** Yes, we will. Let a Records Management Analyst know what type of training you need.

Q. Are workshops offered only in Raleigh?

- A.** No, we will come to your offices to present the workshops you need. We have no minimum audience requirement. We will also do presentations for professional associations, regional consortiums, and the public.

To arrange a workshop, please call the State Records Center at 919-814-6900 or contact a Records Management Analyst (<https://archives.ncdcr.gov/government/local/analysts>).

Q. Is there a fee for workshops?

- A.** Not at this time.

Q. Are the workshops available in an online format?

- A.** We can offer a virtual workshop for your agency upon request. For descriptions of available webinars, see <https://archives.ncdcr.gov/government/training/webinars>. You can also find several online tutorials available on the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/training/online-tutorials-and-resources>).



Request for Change in Local Government Records Schedule

Use this form to request a change in the records retention and disposition schedule governing the records of your agency. Submit the signed original and keep a copy for your file. A proposed amendment will be prepared and submitted to the appropriate state and local officials for their approval and signature. Copies of the signed amendment will be sent to you for insertion in your copy of the schedule.

AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and e-mail

Mailing Address

CHANGE REQUESTED

Specify title and edition of records retention schedule being used: _____

☐ Add a new item

☐ Delete an existing item

Standard Number _____ Page _____ Item Number _____

☐ Change a retention period

Standard Number _____ Page _____ Item Number _____

Title of Records Series in Schedule or Proposed Title:

Inclusive Dates of Records:

Proposed Retention Period:

Description of Records:

Justification for Change:

Requested by:

Signature

Title

Date

Approved by:

Signature

Requestor's Supervisor

Date



Request for Disposal of Unscheduled Records

AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and e-mail

Mailing Address

In accordance with the provisions of N.C. GEN. STAT. § 121 and § 132, approval is requested for the destruction of records listed below. These records have no further use or value for official administrative, fiscal, historical, or legal purposes.

RECORDS TITLE AND DESCRIPTION	INCLUSIVE DATES	QUANTITY	RELEVANT STATUTORY REGULATIONS	PROPOSED RETENTION PERIOD

Requested by:

Signature

Title

Date

Approved by:

Signature

Requestor's Supervisor

Date

Concurred by:

Signature

Assistant Records Administrator
State Archives of North Carolina

Date



Request for Disposal of Original Records Duplicated by Electronic Means

If you have questions, call (919) 814-6900 and ask for a Records Management Analyst.

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of non-permanent paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied or to records with a permanent retention.

Agency Contact Name:		Date (MM-DD-YYYY):
Phone (area code):	E-mail:	
County/Municipality:	Office:	
Mailing address:		

Records Series Title A group of records as listed in records retention schedule	Description of Records Specific records as referred to in-office	Inclusive Dates (1987-1989; 2005-present)	Approx. Volume of Records (e.g. "1 file cabinet," "5 boxes")	Retention Period As listed in records retention schedule

Requested by:

Signature

Title

Date

Approved by:

Signature

Requestor's Supervisor

Date

Concurred by:

Signature

Assistant Records Administrator
State Archives of North Carolina

Date



919-814-6900

File Plan

County/Municipality					
Division		Section		Branch	

[illegible]

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RECORDS RETENTION AND DISPOSITION SCHEDULE

SOIL AND WATER CONSERVATION DISTRICTS



Issued By:



NC DEPARTMENT OF
NATURAL AND CULTURAL RESOURCES

North Carolina Department of Natural and Cultural Resources
Division of Archives and Records
Government Records Section

March 1, 2019

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Soil and Water Conservation District Records Retention and Disposition Schedule

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. This agency-specific records schedule should be used in concert with the current Local Government Agencies General Records Retention and Disposition Schedule to provide full records management guidance. In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. ***Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.***

This local government agency and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when *"reference value ends."* The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that the Department of Natural and Cultural Resources has scheduled with the disposition instruction *"destroy when reference value ends."* If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction *"destroy when reference value ends."*

The local government agency and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. The agency agrees to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

Department Head
Soil and Water Conservation District



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chair of the Board
Soil and Water Conservation District
Board of Supervisors



Susi H. Hamilton, Secretary
Department of Natural and Cultural
Resources

District

March 1, 2019

EXECUTIVE SUMMARY

- ✓ According to G.S. § 121-5(b) and G.S. § 132-3, you may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (from Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instruction "destroy when reference value ends."
- ✓ This schedule applies to the records of local soil and water conservation districts.
- ✓ E-mail is a record as defined by G.S. § 121-5 and G.S. § 132. It is the content of the e-mail that is critical when determining the retention period of a particular e-mail, including attachments, not the media in which the record was created. It is important for all agency employees and officials to determine the appropriate records series for specific e-mails and retain them according to the disposition instructions.
- ✓ The State Archives of North Carolina recommends that all agency employees and officials view the tutorials that are available online through the State Archives website to familiarize themselves with records management principles and practices. The State Archives of North Carolina's online tutorials include topics such as records management, utilizing the retention schedule, e-mail management, and scanning guidelines.
- ✓ The State Archives of North Carolina provides microfilming services for the minutes of major decision-making boards and commissions. Once those records are filmed, we will store the silver halide negative (original) in our security vault. There is a nominal fee for filming and duplicating film. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

MANAGING PUBLIC RECORDS IN NORTH CAROLINA

Q. What is this “records retention and disposition schedule”?

- A.** This document is a tool for the employees of local government agencies across North Carolina to use when managing the records in their offices. It lists records commonly found in agency offices and gives an assessment of their value by indicating how long those records should be retained. This schedule is also an agreement between your agency and the State Archives of North Carolina.

This schedule serves as the inventory and schedule that the State Archives of North Carolina is directed by G.S. § 121-5(c) and G.S. § 132-8 to provide. It supersedes all previous editions, including all amendments.

Q. How do I get this schedule approved?

- A.** This schedule must be approved by your governing body for use in your agency. That approval should be made in a regular meeting and recorded as an action in the minutes. It may be done as part of the consent agenda, by resolution, or other action.
-

Q. Am I required to have all the records listed on this schedule?

- A.** No, this is not a list of records you must have in your office.
-

Q. What is “reference value”?

- A.** Items containing “reference value” in the disposition instructions are generally records that hold limited value, which is typically restricted to those documenting routine operations within the office. A minimum retention period should be established by the office for any items containing the phrase “destroy in office when reference value ends” in the disposition instructions.
-

Q. Do the standards correspond to the organizational structure of my agency?

- A.** Records series are grouped into standards to make it easier for users to locate records and their disposition instructions. You may find that the groupings reflect the organizational structure of your agency, or you may find that records are located in various standards depending on the content of the record. The intent of the schedule’s organization is to provide an easy reference guide for the records created in your agency.
-

Q. What if I cannot find some of my records on this schedule?

- A.** Sometimes the records are listed in a different standard than how you organize them in your office. Be sure to check the Index and utilize the search function on the PDF version of the schedule to facilitate the location of records series. If you still cannot locate your records on the schedule, contact a Records Management Analyst. We will work with you to amend this records schedule so that you may destroy records appropriately.
-

Q. What are public records?

- A.** The *General Statutes of North Carolina*, Chapter 132, provides this definition of public records:
- “Public record” or “public records” shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subdivision of government.

Q. Is any person allowed to see my records?

A. Yes, except as restricted by specific provisions in state or federal law. G.S. § 132-6 instructs:

“Every custodian of public records shall permit any record in the custodian’s custody to be inspected and examined at reasonable times and under reasonable supervision by any person, and shall, as promptly as possible, furnish copies thereof upon payment of any fees as may be prescribed by law. ... No person requesting to inspect and examine public records, or to obtain copies thereof, shall be required to disclose the purpose or motive for the request.”

Q. What about my confidential records?

A. Not all government records are open to public inspection. Exceptions to the access requirements in G.S. § 132-6 and the definition of public records in G.S. § 132-1 are found throughout the General Statutes. You must be able to cite a specific provision in the General Statutes or federal law when you restrict or deny access to a particular record.

Q. Am I required to make available to the public copies of drafts that have not been approved?

A. Yes, even if a report, permit, or other record has not been finalized, it is still a public record subject to request. Any record that is not confidential by law must be provided when a request is received, whether it is “finished” or not.

Q. What do I do with permanent records?

A. Permanent records should be maintained in the office that created the records, forever.

The Department of Natural and Cultural Resources (DNCR) is charged by the General Assembly with the administration of a records management program (N.C.G.S. §121-4 (2) and §132-8.1) and the maintenance of “a program for the selection and preservation of public records considered **essential** to the operation of government and to the **protection of the rights and interests of persons**” (§132-8.2). Permanent records with these characteristics require preservation duplicates that are human-readable (paper or microfilm). Some examples of these characteristics include:

- Affect multiple people, without regard to relation
- Have significance over a long span of time
- Document governance
- Document citizenship

Examples of records with these characteristics:

- Minutes of governing bodies at the state and local levels are the basic evidence of our system of governance, and are routinely provided for the public to read.
 - Records, such as deeds and tax scrolls, about land document changes in ownership and condition. Counties maintain offices expressly for the purpose of making those records available to the public. Other records in local and state governments document potential public health hazards, such as hazardous materials spills.
 - Adoptions, marriages, and divorces document changes in familial relationships and document citizenship. Though adoptions are confidential (not available for public inspection), they document citizenship and changes in inheritance and familial succession.
 - Court records, such as wills, estates, and capital cases, affect people within and across family groups, are made available for public inspection, and often involve transactions related to the examples above.
- See the Human-Readable Preservation Duplicates policy issued by the North Carolina Department of Natural and Cultural Resources (<https://archives.ncdcr.gov/documents/human-readable-preservation-duplicates>) and check with a records analyst to determine whether your permanent records require a preservation duplicate.

Q. What is historical value?

- A.** Historical records document significant events, actions, decisions, conditions, relationships, and similar developments. These records have administrative, legal, fiscal, or evidential importance for the government or its citizens. Call a Records Management Analyst for further assistance in assessing historical value.

Q. What if I do not have any records?

- A.** Nearly every position in government generates, receives, or uses records. Computer files of any kind, including drafts and e-mail, are public records. Even if your records are not the official or final version, your records are public records. Not all records have high historical, legal, or fiscal value, but they all must be destroyed in accordance with the provisions of the appropriate records schedule.

Q. May I store our unused records in the basement, attic, shed, etc.?

- A.** Public records are public property. Though we encourage agencies to find places to store records that do not take up too much valuable office space, the selected space should be dry, secure, and free from pests and mold. Your office must ensure that records stored away from your main office area are well protected from natural and man-made problems while remaining readily available to your staff and the public.

Q. Our old records are stored in the attic, basement, or off-site building, etc. Are we required to provide public access to these records?

- A.** Yes, as long as the records are not confidential by law. You should also be aware that confidentiality can expire.

Q. Aren't all our old records at the State Archives of North Carolina?

- A.** Probably not. The State Archives of North Carolina collects only very specific types of records from local government offices. Contact a Records Management Analyst for more information about which records are held or can be transferred to the State Archives of North Carolina for permanent preservation.

Q. I found some really old records. What should I do with them?

- A.** Call a Records Management Analyst. We will help you examine the records and assess their historical value.

Q. Can I give my old records to the historical society or public library?

- A.** Before you offer any record to a historical society, public library, or any other entity, you must contact a Records Management Analyst. Permanent records must be kept either in your offices or at the State Archives of North Carolina.

Q. Whom can I call with questions?

- A.** If you are located west of Statesville, call our Western Office in Asheville at (828) 296-7230 extension 224. If you are east of Statesville, all the way to the coast, call our Raleigh office at (919) 807-7350.

AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION

Q. Why is there an asterisk in the disposition instructions of so many items on this schedule?

A. No record involved in a pending or ongoing audit, legal, or other official action may be destroyed before that audit or action is resolved.

A legal hold or litigation hold means that records that are the subject of the legal hold or litigation hold must be preserved and thus must not be destroyed until officially released from the hold. A legal hold or litigation hold is placed when either an official discovery order is served on the agency requesting the production of the records in question (for a litigation, regulatory investigation, audit, open records request, etc.) or litigation is pending and the agency is thus on notice to preserve all potentially relevant records. You must also ensure that for a claim or litigation that appears to be reasonably foreseeable or anticipated but not yet initiated, any records (in paper or electronic formats) relevant to such a claim or litigation are preserved and not destroyed until released by your General Counsel. The records in question must not be destroyed until the completion of the action and the resolution of all issues that arise from it regardless of the retention period set forth in this schedule.

We have used an asterisk (*) in the disposition instructions to mark records series that are commonly audited, litigated, or may be subject to other official actions. However, any record has this potential. Records custodians are responsible for being aware of potential actions, and for preventing the destruction of any record that is, or may be reasonably expected to become, involved in an audit, legal, or other official action.

Records used during routine audits may be destroyed when the governing body accepts the audit, if the records have completed the retention period listed in this schedule. If time remains in the retention period, the records must be maintained for the remainder of the period. The auditor's working papers must be kept according to the schedule. (See Local Government General Records Schedule, Standard 1, Audits: Performance and Standard 5, Audits: Financial.) Should a dispute arise over an audit, the records that were audited should be retained until that dispute is resolved.

The attorney representing the agency should inform records custodians when legal matters are concluded and records will no longer be needed. Following the conclusion of any legal action, the records may be destroyed if they have met the retention period in the schedule. Otherwise, they should be kept for the remaining time period.

TRANSITORY RECORDS

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”¹

According to North Carolina General Statutes § 121 and § 132, every document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data processing record, artifact, or other documentary material, regardless of physical form or characteristics, made or received in connection with the transaction of public business by any state, county, municipal agency, or other political subdivision of government is considered a public record and may not be disposed of, erased, or destroyed without specific approval from the Department of Natural and Cultural Resources.

The Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called “transitory records.” The following questions and answers discuss types of transitory records commonly created in state government. They may be disposed of according to the guidance below. However, all public employees should be familiar with the General Schedule for State Agency Records, their office’s Program Records Retention and Disposition Schedule, and any other applicable guidelines for their office. If any of these documents require a different retention period for these records, follow the longer of the two retention periods. When in doubt about whether a record is transitory, or whether it has special significance or importance, retain the record in question and seek guidance from the analyst assigned to your agency.

Q. What do I do with routing slips, fax cover sheets, “while you were out” slips, memory aids, etc.?

- A.** Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed.

Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails) have minimal value once the official action these records are supporting has been completed and documented. Unless they are listed on the General Schedule for State Agency Records or your office’s Program Records Retention and Disposition Schedule, these records may be destroyed or otherwise disposed of once the action has been resolved.

Q. What about research materials, drafts, and other working papers used to create a final, official record?

- A.** Drafts and working papers are materials, including notes and calculations, gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of General Statute § 132, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents which may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and

¹ A Glossary of Archival and Records Terminology, Richard Pearce-Moses (2005)

- Drafts and working papers for presentations, workshops, and other explanations of agency policy that are already formally documented.

Q. What if I have forms designed and used solely to create, update, or modify records in an electronic medium?

- A.** If these records are not required for audit or legal purposes, they may be destroyed in office after completion of data entry and after all verification and quality control procedures. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g. a signature or notary's seal), they should be retained according to the disposition instructions for the records series encompassing the forms' function.

See also the State Archives of North Carolina's guidance on digital signatures found at:

<https://archives.ncdcr.gov/documents/digital-signature-policy-guidelines>

LEGEND FOR RECORDS SCHEDULE

This records retention and disposition schedule applies to records in all media, unless otherwise specified.



– symbol designating that one or more records in this series may be confidential or may include confidential information.

Item # – an identifying number assigned to each records series for ease of reference.

Series – “a group of similar records that are . . . related as the result of being created, received, or used in the same activity.” (From Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Series in this schedule are based on common functions in government offices.

Records Series Title – a short identification of the records in a series, based on their common function.

Series Description – a longer description of the records in a series, often including the types of records that can frequently be found in that series. This information is included underneath the Records Series Title.

Disposition Instructions – instructions dictating the length of time a series must be retained and how the office should dispose of those records after that time.

Citation – a listing of references to statutes, laws, and codes related to the records series. Citations can include:

- Authority: governing the creation of records
- Confidentiality: limiting access to public records
- Retention: setting a retention period

Throughout this schedule, items that cross-reference other items within this schedule are indicated with bold, uppercase letters. If you hover your cursor over one of these items, you will see the hand tool that will enable you to click on the item to follow the link to that location.

AUDITS: PERFORMANCE
Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records.

See also **AUDITS: FINANCIAL**, page 20, item 6.

Sample records series title and description with cross-reference included

No destruction of records may take place if litigation or audits are pending or reasonably anticipated. See also AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page vii.

STANDARD 10: PROGRAM OPERATIONAL RECORDS – SOIL AND WATER CONSERVATION DISTRICT RECORDS

Records received and created by the Soil and Water Conservation District and necessary to meet all statutory requirements.

ITEM #	STANDARD 10: SOIL AND WATER CONSERVATION DISTRICT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ACTIVE WETLANDS PROJECT FILES Includes design plans, site assessments, and reports.	Destroy in office 3 years after submission of report.	
2.	CONFINED ANIMAL OPERATION DESIGN AND REVIEWS Includes plans, compliance certificates, and reports, including lagoon closure records.	a) Retain lagoon closure report in office permanently. b) Destroy in office remaining records 5 years after closure of the operation and associated waste storage structures.	
3.	CONSERVATION EASEMENT FILES Includes correspondence, draft documents, easement agreements (draft and record copies), photographs, plats, and other related records.	a) Retain easement agreements and baseline and monitoring records in office permanently. b) Destroy in office draft and working papers 10 years after issuance of easement agreement.	
4.	COST SHARE PROGRAMS CONTRACTS AND DESIGNS Includes plans, contracts, contract revisions, correspondence, lifetime cap accounting information, reports, and working papers.	a) Retain designs and plans of ponds and other structures in office permanently. b) Maintain lifetime caps records in office until superseded or obsolete. c) Destroy in office all other records 10 years after the end of the maintenance agreement.	
5.	EMERGENCY WATERSHED PROTECTION FILES Federal program local copies: Includes designs, site assessments, accounting records, and land owner agreements.	Destroy in office when superseded or obsolete.	
6.	EROSION CONTROL PLAN REVIEWS Review of Erosion Control and Planning project files.	Destroy in office after 5 years.	
7.	FARMLAND PRESERVATION FILES Includes Voluntary Agricultural District applications, Enhanced Voluntary Agricultural District applications and working papers.	a) Destroy in office records concerning enrolled farms 1 year after expiration of agreement. b) Destroy in office all other records 10 years after application.	

ITEM #	STANDARD 10: SOIL AND WATER CONSERVATION DISTRICT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	NON-DISCHARGE GUIDANCE RECORDS Technical guidance issued by North Carolina Department of Agriculture and Consumer Services.	Destroy in office when superseded or obsolete.	
9.	SOIL SURVEY PROJECT FILES United States Department of Agriculture Natural Resources Conservation Service files, including correspondence, county soil survey maps, and other related records.	a) Retain correspondence in office permanently. b) Destroy in office all remaining records when superseded or obsolete.	
10.	STORM WATER PLAN REVIEWS Reviews of Storm Water Project and Planning files.	Destroy in office after 5 years.	

DESTRUCTION OF PUBLIC RECORDS

Q. When can I destroy records?

- A.** Each records series listed on this schedule has specific disposition instructions that indicate how long the series must be kept in your office. In some cases, the disposition instructions are “Retain in office permanently,” which means that those records must be kept in your offices forever.
-

Q. How do I destroy records?

- A.** After your agency has approved this records retention and disposition schedule, records should be destroyed in one of the following ways:
- 1) burned, unless prohibited by local ordinance;
 - 2) shredded, or torn so as to destroy the record content of the documents or material concerned;
 - 3) placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned;
 - 4) sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

The provision that electronic records are to be destroyed means that the data, metadata, and physical media are to be overwritten, deleted, and unlinked so that the data and metadata may not be practicably reconstructed.

The data, metadata, and physical media containing confidential records of any format are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.

— N.C. Administrative Code, Title 7, Chapter 4, Subchapter M, Section .0510

Without your agency’s approval of this records schedule, no records may legally be destroyed.

Q. How can I destroy records if they are not listed on this schedule?

- A.** Contact a Records Management Analyst. An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do have historical value, we will discuss the possibility of transferring the records to the State Archives of North Carolina to be preserved permanently.

If the records do not have historical value, we will ask you to complete a Request for Disposal of Unscheduled Records (page 14) if the records are no longer being created. If the records are an active records series, an analyst will help you develop an amendment to this schedule so that you can destroy the records appropriately from this point forward.

Q. Am I required to tell anyone about the destructions?

- A.** We recommend that you report on your records retention activities to your governing board on an annual basis. This report does not need to be detailed, but it is important that significant destructions be entered into the minutes of the Board. See a sample destructions log that follows (and is available online at the State Archives of North Carolina website, <https://archives.ncdcr.gov/government/forms-government>).



Destructions Log

Agency					
Division		Section		Branch	
Location(s) of Records					

[illegible]

ELECTRONIC RECORDS: E-MAIL, BORN-DIGITAL RECORDS, AND DIGITAL IMAGING

Q. When can I delete my e-mail?

- A.** E-mail is a public record as defined by G.S. § 121-5 and G.S. § 132. Electronic mail is as much a record as any paper record and must be treated in the same manner. **It is the content of each message that is important.** If a particular message would have been filed as a paper memo, it should still be filed (either in your e-mail program or in your regular directory structure), and it should be retained the same length of time as its paper counterparts. **It is inappropriate to destroy e-mail simply because storage limits have been reached.** Some examples of e-mail messages that are public records and therefore covered by this policy include:

- Policies or directives;
- Final drafts of reports and recommendations;
- Correspondence and memoranda related to official business;
- Work schedules and assignments;
- Meeting agendas or minutes
- Any document or message that initiates, facilitates, authorizes, or completes a business transaction; and
- Messages that create a precedent, such as issuing instructions and advice.

*From the Department of Cultural Resources E-Mail Policy (Revised July 2009),
available at the State Archives of North Carolina website*

Other publications (available online at the [State Archives of North Carolina website](http://www.southcarolina.gov)) that will be particularly helpful in managing your e-mail include tutorials on managing e-mail as a public record and on using Microsoft Exchange.

Q. May I print my e-mail to file it?

- A.** We do not recommend printing e-mail for preservation purposes. Important metadata are lost when e-mail is printed.

Q. I use my personal e-mail account for work. No one can see my personal e-mail, right?

- A.** The best practice is to avoid using personal resources, including private e-mail accounts, for public business. G.S. § 132-1 states that records “made or received pursuant to law or ordinance *in connection with the transaction of public business* by any agency of North Carolina government or its subdivisions” are public records (emphasis added). The fact that public records reside in a personal e-mail account is irrelevant.

Q. We have an imaging system. Are we required to keep the paper?

- A.** You may scan any record, but you will need to receive approval from the Government Records Section in order to destroy paper originals that have been digitized. Your agency must develop an electronic records policy and then submit a Request for Disposal of Original Records Duplicated by Electronic Means. You can find these templates in the Digital Imaging section of the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines#digital-imaging>). Contact a Records Management Analyst for further instructions on how to develop a compliant electronic records policy.

Permanent records must have a security preservation copy as defined by State Archives of North Carolina’s **Human-Readable Preservation Duplicate Policy** (G.S. § 132-8.2):

Preservation duplicates shall be durable, accurate, complete and clear, and such duplicates made by a photographic, photo static, microfilm, micro card, miniature photographic, or other process which accurately reproduces and forms a durable medium for so reproducing the original shall have the same force and effect for all purposes as the original record whether the original record is in existence or not. ... Such preservation duplicates shall be preserved in the place and manner of safekeeping prescribed by the Department of Natural and Cultural Resources.

The preservation duplicate of permanent records must be either on paper or microfilm.

Non-permanent records may be retained in any format. You will need to take precautions with electronic records that you must keep more than about 5 years. Computer systems do not have long life cycles. Each time you change computer systems, you must convert all records to the new system so that you can assure their preservation and provide access.

Q. Computer storage is cheap. Can I just keep my computer records permanently?

- A.** The best practice is to destroy all records that have met their retention requirements, regardless of format.

Q. What are the guidelines regarding the creation and handling of electronic public records?

- A.** There are numerous documents available on the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines>). Topics covered include shared storage, cloud computing, e-discovery, trustworthy digital public records, digital signatures, e-mail, social media, text messages, websites, digital imaging, metadata, file formats, database indexing, and security backups.

Note that e-mail, text messages, and social media should be handled according to their content. Therefore, this schedule does not include a records series that instructs you on how to handle one of these born-digital records by format; instead of focusing on how the information is disseminated, consider what content is contained in the e-mail, text message, or social media post. For instance, an e-mail requesting leave that is sent to a supervisor should be kept for 1 year (see Local Government General Records Schedule, Standard 6: Leave Records).

GEOSPATIAL RECORDS

Q. Why should geographic information system (GIS) datasets be retained and preserved?

- A.** Geospatial records are public records and need to be retained and preserved based on their legal, fiscal, evidential and/or historical value according to an established retention schedule. Local agencies involved in GIS operations should work with the State Archives of North Carolina in order to appraise, inventory, and preserve their geospatial records according to established best practices and standards to insure both their short- and long-term accessibility.

Due to the complexity and transitory nature of these records, geospatial records retention and long-term preservation is a community-wide challenge. GIS files have become essential to the function of many local agencies and will continue to frequently be utilized in agency decision-making processes in the near and far future. Accessibility of GIS records over time has legal, fiscal, practical, and historical implications. The availability of GIS records can help safeguard the local government's legal and fiscal accountability and aid agencies in conducting retrospective and prospective studies. These studies are only possible when essential data from the past are still available.

Q. What GIS datasets should be preserved by local governments?

- A.** The following types of geospatial records have been designated as having archival value:

- Parcel data
- Street centerline data
- Corporate limits data
- Extraterritorial jurisdiction data
- Zoning data, address points
- Orthophotography (imagery)
- Utilities
- Emergency/E-911 themes

Q. How often should we capture the datasets retained for their legal, fiscal, evidential or historical value?

- A.** Consult the retention schedule for frequency of capture. The frequency of capture is based on the significance of the record as well as its alterability.

Q. What data formats, compression formats, and media should be used to preserve the data?

- A.** Archiving practices should be consistent with North Carolina Geographic Information Coordinating Council (GICC) approved standards and recommendations. (Examples: Content Standards for Metadata; Data Sharing Recommendations). Consult the GICC website at <http://www.ncgicc.com/>

You should also comply with guidelines and standards issued by the State Archives of North Carolina, which are available on its website.

Q. *Who should be responsible for creation and long-term storage of archived data?*

- A.** The creating agency, NCOneMap, and the State Archives of North Carolina may all have responsibility for archiving data. If you choose to upload your data to NCOneMap, consult with your county's GIS department to determine whether data will be uploaded by your agency or by the whole county. If you choose not to upload your data to NCOneMap, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.

MICROFILM

Q. Why do you still use microfilm?

- A.** Microfilm is a legally acceptable replacement for original records, as outlined in G.S. § 8-45.1 and § 153A-436. Microfilm can be read with nothing more sophisticated than a magnifying glass, and there is no software to keep current. Usually, deterioration in the film itself can be detected by visual inspection. The State Archives of North Carolina provides a publication, *Micrographics: Technical and Legal Procedures*, on our website. It explains the four groups of national standards for the production of archival quality microfilm:

- manufacture of raw film
- filming methods
- processing (developing) film
- storage methods

That publication also provides sample forms, targets, and procedures that you or your vendor can use in producing film of your records.

Q. What film services do you provide?

- A.** The Department of Natural and Cultural Resources provides microfilming services for minutes of major decision-making boards and commissions. We will also film records of adoptions for Social Services agencies. Once those records are filmed, we will store the silver negative (original) in our security vault. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

Q. How do I get my minutes filmed?

- A.** We have two processes to film minutes. First, you can send photocopies of your approved minutes to us in the mail. Simply include a copy of the **Certification of the Preparation of Minutes for Microfilming** form (available online at the [State Archives of North Carolina website](#)) with each shipment. For more detailed instructions, contact a Records Management Analyst.

Alternately, you can bring us your original books. We will film them and return them to you. This process is most useful when you have more minutes to film than you are willing to photocopy. It is important to remember that a representative of your office or ours must transport the original books in person so that the custody of the records is maintained. You should not mail or ship your original minutes. Call a Records Management Analyst to make arrangements for an appointment for your books to be filmed. We will make every effort to expedite the filming so that your books will be returned to you as quickly as possible.

Q. What if I need my books while they are being filmed?

- A.** Call the Raleigh Office at (919) 807-7350, and ask for the Records Management Analyst in charge of microfilm coordination.

Q. Can I send you my minutes electronically?

- A.** We are working on standards and procedures for an electronic transfer system for minutes. Please contact the Records Management Analyst in charge of microfilm coordination for more information.

Q. I have some old minutes that are not signed. Can they still be filmed?

- A.** If the only copy you have available is unsigned, and you use it as the official copy, we will film it.

Q. What if my books are destroyed after they have been filmed?

- A.** Call a Records Management Analyst who will help you make arrangements to purchase copies of the microfilm from our office. You can then send those reels to a vendor who can either make new printed books or scan the film to create a digital copy.

DISASTER ASSISTANCE

Q. What should I do in case of fire or flood?

- A.** Secure the area, and keep everyone out until fire or other safety professionals allow entry. Then, call our Raleigh office at (919) 814-6903 for the Head of the Government Records Section or (919) 814-6849 for the Head of the Collections Management Branch. If you're in the western part of the state, call our Asheville Office at (828) 296-7230 extension 224. On nights and weekends, call your local emergency management office.

DO NOT ATTEMPT TO MOVE OR CLEAN ANY RECORDS.

Damaged records are extremely fragile and require careful handling. Our staff are trained in preliminary recovery techniques, documenting damage to your records, and authorizing destruction of damaged records. Professional vendors can handle larger disasters.

Q. What help do you give in case of an emergency?

- A.** We will do everything we can to visit you at the earliest opportunity in order to provide hands-on assistance. We can assist you in appraising the records that have been damaged so that precious resources (and especially time) are not spent on records with lesser value. We can provide lists of professional recovery vendors that you can contact to preserve your essential and permanent records.

Q. What can I do to prepare for an emergency?

- A.** We provide training on disaster preparation that includes a discussion of the roles of proper inventories, staff training, and advance contracts with recovery vendors. If you would like to have this workshop presented, call a Records Management Analyst.

Q. What are essential records?

- A.** Essential records are records that are necessary for continuity of operations in the event of a disaster. There are two common categories of records that are considered essential:
- **Emergency operating records** – including emergency plans and directives, orders of succession, delegations of authority, staffing assignments, selected program records needed to continue the most critical agency operations, as well as related policy or procedural records.
 - **Legal and financial rights records** – these protect the legal and financial rights of the Government and of the individuals directly affected by its activities. Examples include accounts receivable records, Social Security records, payroll records, retirement records, and insurance records. These records were formerly defined as "rights-and-interests" records.

Essential records should be stored in safe, secure locations as well as duplicated and stored off-site, if possible.

STAFF TRAINING

Q. What types of workshops or training do you offer?

A. We have a group of prepared workshops that we can offer at any time at various locations throughout the state. Contact a Records Management Analyst if you are interested in having one of the workshops presented to your agency. We will work with you directly to develop training suited to your specific needs. Our basic workshops are:

- Managing public records in North Carolina
- Scanning/digital imaging
- Disaster preparedness and recovery
- Confidentiality
- Organizing paper and digital files
- E-mail
- Digital communications

Q. Will you design a workshop especially for our office?

A. Yes, we will. Let a Records Management Analyst know what type of training you need.

Q. Are workshops offered only in Raleigh?

A. No, we will come to your offices to present the workshops you need. We have no minimum audience requirement. We will also do presentations for professional associations, regional consortiums, and the public.

Q. Is there a fee for workshops?

A. Not at this time.

Q. Are the workshops available in an online format?

A. Not at this time. However, there are several online tutorials available on the State Archives of North Carolina website, including managing public records, electronic records, and scanning.



Request for Change in Local Government Records Schedule

Use this form to request a change in the records retention and disposition schedule governing the records of your agency. Submit the signed original and keep a copy for your file. A proposed amendment will be prepared and submitted to the appropriate state and local officials for their approval and signature. Copies of the signed amendment will be sent to you for insertion in your copy of the schedule.

AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and email

Mailing Address

CHANGE REQUESTED

Specify title and edition of records retention schedule being used: _____

☐ Add a new item

☐ Delete an existing item

Standard Number _____ Page _____ Item Number _

☐ Change a retention period

Standard Number _____ Page _____ Item Number _

Title of Records Series in Schedule or Proposed Title:

Inclusive Dates of Records:

Proposed Retention Period:

Description of Records:

Justification for Change:

Requested by:

Signature

Title

Date

Approved by:

Signature

Requestor's Supervisor

Date



Request for Disposal of Unscheduled Records

AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and email

Mailing Address

In accordance with the provisions of G.S. § 121 and § 132, approval is requested for the destruction of records listed below. These records have no further use or value for official administrative, fiscal, historical, or legal purposes.

RECORDS TITLE AND DESCRIPTION	INCLUSIVE DATES	QUANTITY	RELEVANT STATUTORY REGULATIONS	PROPOSED RETENTION PERIOD

Requested by:

Signature

Title

Date

Approved by:

Signature

Requestor's Supervisor

Date

Concurred by:

Signature

Assistant Records Administrator
State Archives of North Carolina

Date



Request for Disposal of Original Records Duplicated by Electronic Means

If you have questions, call (919) 814-6900 and ask for a Records Management Analyst.

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of non-permanent paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied or to records with a permanent retention.

Agency Contact Name:		Date (MM-DD-YYYY):
Phone (area code):	Email:	
County/Municipality:	Office:	
Mailing address:		

Records Series Title A group of records as listed in records retention schedule	Description of Records Specific records as referred to in-office	Inclusive Dates (1987-1989; 2005-present)	Approx. Volume of Records (e.g. "1 file cabinet," "5 boxes")	Retention Period As listed in records retention schedule

Requested by:

Signature Title Date

Approved by:

Signature Requestor's Supervisor Date

Concurred by:

Signature Assistant Records Administrator
State Archives of North Carolina Date



File Plan

Agency					
Division		Section		Branch	

[illegible]

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ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HEATHER SKEENS, ASSISTANT COUNTY MANAGER

DATE: 5/19/2025

**SUBJECT: APPROVAL OF LEASE AGREEMENT WITH COASTAL HORIZONS
CENTER, INC.**

BACKGROUND

Coastal Horizons Center, Inc., a provider who offers the Treatment for Accountability for Safer Communities program (TASC), wishes to enter into a lease agreement with Cumberland County for office space at the Cumberland County Community Corrections Center located at 412 Russell Street in Fayetteville. The current agreement expired on April 30, 2025.

The proposed lease includes 1,212 square feet of office space with the following terms:

- * Month to month lease not to exceed 12 months
- * Annual rent in the amount of \$18,180 or \$15.00 per square foot payable in monthly installments of \$1,515.00

The Lease for a term of one year or less **does not** require a Notice of Intent to Lease by publication prior to entering into the lease agreement.

This item was approved by a unanimous vote at the May 6, 2025 Board of Commissioners Finance Committee meeting to be placed on the Consent Agenda of the Board of Commissioners meeting.

RECOMMENDATION / PROPOSED ACTION

Approve the lease agreement with Coastal Horizon's Center, Inc. and authorize the Chairman to sign the lease agreement.

ATTACHMENTS:

Description

Type

Lease

Backup Material

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

LEASE AGREEMENT

Approved by the Board of Commissioners on

This Lease Agreement, made and entered as of the _____ day of _____, 2025, by and between **Coastal Horizons Center, Inc.**, a North Carolina corporation with a place of business at 412 Russell Street, Fayetteville, North Carolina, hereinafter referred to as "LESSEE", and the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

W I T N E S S E T H:

THAT for and in consideration of the mutual promises hereinafter contained herein and subject to the terms and conditions hereinafter set forth or referred to, LESSOR does hereby lease and demise to LESSEE that certain space consisting of 1,212 square feet of office space in the County building located at 412 Russell Street, Fayetteville, NC, and being the same space already occupied by Lessee.

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

1. **TERM:** The Lease shall commence the 1st day of May 2025, on a month-to-month basis for a period of one (1) year, terminating April 30, 2026. The LESSEE will give the LESSOR at least 30 days notice of the intent to terminate the lease, and the parties acknowledge that the LESSEE's obligation to pay rent will terminate on the date that the LESSEE vacates the premises and surrenders possession to the LESSOR.
2. **RENT:** The rent shall be at an annual rate of \$15.00 per square foot for a total of EIGHTEEN THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$18,180.00) payable in equal monthly installments of ONE THOUSAND FIVE HUNDRED FIFTEEN DOLLARS (\$1,515.00) on or before the 1st day of each month beginning May 1, 2025.
3. **DEPOSIT:** LESSOR shall not require a security deposit from the LESSEE.
4. **SERVICES:** LESSOR covenants and agrees to furnish the leased premises with electrical service suitable for the intended use as general office space (including dedicated ground circuits for computer operation), including fluorescent tube and ballast replacements, heating and air conditioning for the comfortable use and occupancy of the leased premises, plus supplying and maintaining building common areas and restroom facilities, including hot and cold water, and sewage disposal in the building in which the leased premises are

located. If the premises have a security system, Lessor will maintain it in good working order.

5. **PARKING LOT:** LESSEE shall have the right of shared use and enjoyment of the Cumberland County Community Corrections Center parking areas at no charge to the LESSEE.
6. **ASSIGNMENT OR SUB-LEASE:** The LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR. Such written consent will not be unreasonably withheld by LESSOR.
7. **USE AND POSSESSION:** It is understood that the leased premises are to be used for general office purposes and for no other purposes without prior written consent of LESSOR. LESSEE shall not use the leased premises for any unlawful purpose or so as to constitute a nuisance. LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear and damage by accidental fire or other casualty.
8. **DESTRUCTION OF PREMISES:** In the event that said building is damaged by fire, windstorm, or an act of God, so as to materially affect the use of the building and premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate, provided further that the LESSEE shall pay no rent during the period of time that the premises are unfit for occupancy and use.
9. **CONDEMNATION:** If during the term of this lease or any renewal period thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to the LESSEE. The LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of the LESSEE for injury, damage or destruction of the LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purposes leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of leased premises taken. In no event shall the LESSOR be liable to the LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.
10. **INTERRUPTION OF SERVICE:** LESSOR shall not be or become liable for damages to LESSEE alleged to be caused or occasioned by or in any way connected with or the

result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, heating, or air conditioning systems. However, upon receipt of actual notice of any such interruption, defect or breakdown, LESSOR will take such steps as are reasonable to restore any such interrupted service to remedy any such defect.

11. **LESSOR'S RIGHT TO INSPECT:** The LESSOR shall have the right, at reasonable times during the term of this lease, to enter the leased premises, for the purposes of examining and inspecting same and of making such repairs or alterations therein as the LESSOR shall deem necessary.
12. **INSURANCE:** LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$500,000 per occurrence and naming LESSOR as an additional named insured.
13. **MAINTENANCE OF STRUCTURE:** LESSOR shall be responsible for the maintenance and good condition of the roof and supporting walls of the building leased hereunder and for maintenance in good working condition of all mechanical equipment (including but not limited to heating and air conditioning equipment) installed and provided by the LESSOR. The LESSEE shall be responsible for the maintenance in good condition of interior surfaces, floors, doors, ceilings, and similar items except that the LESSEE shall not be responsible for fair wear and tear or for major damage or destruction of such walls, grounds, surfaces, or any structural component of the premises.
14. **HEATING AND AIR CONDITIONING; JANITORIAL SERVICES:** LESSOR shall provide and maintain in good working condition sufficient heating to maintain an average air temperature in the entire leased premises of between sixty-five (65) and seventy-five (75) degrees Fahrenheit. LESSOR shall also provide and maintain in good working condition sufficient air conditioning to maintain an average air temperature in the entire leased premises of between seventy-two (72) and seventy-eight (78) degrees Fahrenheit. LESSOR shall not be liable for failure to maintain such temperatures when such failures result from failures of electrical power, fuel shortages, strikes, lockouts or other causes beyond the control of the LESSOR and not caused by LESSOR'S negligence or lack of due care and diligence. Temporary stoppages of heating services for the purposes of maintaining or repairing heating equipment and facilities shall not constitute a default by LESSOR in performance of this Lease, provided that the LESSOR exercises due diligence and care to accomplish such maintenance and repair and such stoppages do not continue to an unreasonable length of time. LESSOR shall be responsible for commercially reasonable janitorial service and trash removal from leased premises.
15. **PERSONAL PROPERTY AND IMPROVEMENTS:** Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are

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

16. **TAXES:** LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.
17. **NOTICE:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

LESSEE:

Coastal Horizons Center, Inc.
Attn: President/CEO
615 Shipyard Blvd.
Wilmington,, NC 28412

LESSOR:

Cumberland County
Attn: County Manager
P. O. Box 1829
Fayetteville, NC 28302-1829

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

18. **ORDINANCES AND REGULATIONS:** The LESSEE hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, officers and boards of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at the LESSEE'S sole cost and expense, but only insofar as any of such rules, ordinances, and regulations pertain to the manner in which the LESSEE shall use the leased premises, the obligation to comply in every other case, and also all cases where such rules, regulations, and ordinances require repairs, alterations, changes or additions to the building (including the leased premises) or building equipment, or any part of either, being hereby expressly assumed by the LESSOR and LESSOR covenants and agrees promptly and duly to comply with all such rules, regulations and ordinances with which LESSEE has not herein expressly agreed to comply.
19. **INDEMNIFICATION:** LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its

agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.

20. **REPAIR**: The premises shall meet all requirements necessitated by the ADA and OSHA Inspection Guidelines. Should it be necessary during the term of this Lease to repair the roof structure; exterior walls; or structural members or the building because of defect or failure, the LESSOR shall make such repairs or replacements at its sole cost and expense, within a reasonable time after demand is made in writing to the LESSOR to do so by the LESSEE. The LESSOR shall keep the premises, including all improvements, in good condition and repair and in a good, clean, and safe condition at all times during the term of this Lease Agreement.
21. **WARRANTY**: The LESSOR warrants that all plumbing, electrical, heating, and air conditioning units and facilities are in good working order at the commencement of this Lease.
22. **REMEDIES**: If either party shall be in default with respect to any separate performance hereunder, and shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this lease. The defaulting party shall remain fully liable for performing its remaining obligations under this lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, including reasonable attorneys fees, incurred by the other party on account of such default, except as otherwise provided herein. 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 given hereunder or now or hereafter existing at law or in equity or by state or otherwise any may be enforced concurrently or from time to time.
23. **SUCCESSOR AND ASSIGNS**: This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.
24. **ALTERATIONS AND PARTITIONS**: The LESSEE may make reasonable alterations and partitions to the interior of the premises to enhance their suitability for the uses contemplated in this Lease Agreement, provided prior written approval of the graphic plan for alterations and partitions shall be obtained from the LESSOR, who shall not unreasonably withhold such approval.
25. **UTILITIES**: Electrical power, water, and sewer services to serve the leased

premises shall be at LESSOR'S expense. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease. LESSEE shall be prudent in its use of utilities and compliant with the LESSOR'S practices and policies related to utilities.

26. **RISK OF LOSS:** As between the LESSOR and the LESSEE, any risk of loss of personal property placed by the LESSEE in or upon the leased premises shall be upon and a responsibility to the LESSEE, regardless of the cause of such loss.

27. **DESTRUCTION OF PREMISES:** If the leased premises should be destroyed or damaged so that more than fifty percent (50%) of the leased premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage

28. **TERMINATION:** If the LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of fifteen (15) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the premises without prejudice to any other remedies allotted by law; and/or, if the LESSEE shall fail to perform any of the terms and conditions heretofore set forth and shall continue such default thirty (30) days after written notice of such default, the LESSEE, at its discretion shall terminate this Lease and vacate the leased premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law.

29. **OCCUPANCY AND QUIET ENJOYMENT:** LESSOR promises that LESSEE shall have quiet and peaceable possession and occupancy of the above leased premises in accordance with the terms set forth herein, and that LESSOR will defend and hold harmless the LESSEE against any and all claims or demands of others arising from LESSEE'S occupancy of the premises or in any manner interfering with the LESSEE'S use and enjoyment of said premises.

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

31. **MERGER CLAUSE:** This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this 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 in the making of this Agreement other than those specifically set forth herein.

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

LESSEE: COASTAL HORIZONS CENTER INC.

ATTEST:

BY: *Q. Fah Bga Fey* BY: *Margaret Weller-Stargell*
Secretary Margaret Weller-Stargell, President/CEO

LESSOR: COUNTY OF CUMBERLAND

ATTEST:

BY: _____ BY: _____
Andrea Tebbe, Clerk Kirk deViere Chair
Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Andrea Tebbe, personally appeared before me this day and acknowledged that she is the Clerk to the Cumberland County Board of Commissioners; that Kirk deViere is the Chair of the Cumberland County Board of Commissioners; that the seal affixed to the foregoing is the Corporate Seal of said Board; that said 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 instrument to be the act and deed of the said Board.

WITNESS MY HAND and seal this the ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

NORTH CAROLINA

New Hanover COUNTY

I, Christina Carter, a Notary Public of the County and State aforesaid, certify that Farch Baya Foy personally appeared before me this day and acknowledged that he/she is Secretary of Coastal Horizons Center, Inc., a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President/CEO, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official stamp or seal, this the 28th day of May, 2025.

Christina M. Carter
Notary Public

My Commission Expires: April 12, 2028

Approved for Legal Sufficiency

Wfh 6/9/25
County Attorney's Office
upon formal execution by all parties cr





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

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: FAITH PHILLIPS, ASSISTANT COUNTY MANAGER/ LIBRARY
DIRECTOR**

DATE: 6/16/2025

**SUBJECT: APPROVAL OF BUDGET ORDINANCE #B250008 FOR THE
AGRICULTURAL BUSINESS ASSISTANCE POLICY**

BACKGROUND

In response to a commissioner request, Cooperative Extension Director Lisa Childers developed a policy for an Agricultural Business Assistance Program. The State of North Carolina has expressed a policy to foster the growth, development and sustainability of family farms. N.C.G.S. Section 106-735(b). Furthermore, a county is authorized, pursuant to N.C.G.S., Section 160D-1311 (a) (2) to expend funds for programs to support the employment of persons with low and moderate income. The program will help mitigate the impacts of weather disaster events, increased input costs and falling commodity prices that have affected county farmers. Funding provided by the program will ensure farm productivity and assist economically challenged individuals, by requiring the hiring or retention of at least on full-time equivalent low to moderate income employee.

The attached policy was reviewed at the Board of Commissioners Policy Meeting on May 6, 2025. The Policy Committee recommended approval of the policy related to the Agricultural Business Assistance Program and recommended moving the policy with an attached funding request of \$1,000,000.00 (1 million dollars) to the June 2, 2025, ARP Committee Meeting. The ARP Committee approved the funding request in the amount of \$1,000,000.00 and approved the policy to be placed on the June 12, 2025, Board of Commissioners Agenda Session Agenda as a Consideration of an Agenda Item.

This item was brought to the June 5, 2025 Finance Committee to ensure compliance with established Board of Commissioners Committee procedures for the associated budget ordinance amendment. The Finance Committee approved the attached policy, funding in the amount of \$1,000,000.00 (1 million dollars) from Freed-Up Capacity, and the associated budget ordinance amendment #B250008 and recommended the item to be placed on the June 12, 2025 Board of Commissioners Agenda Session as Consideration of an Agenda

item.

The item was brought to the June 12, 2025 agenda session and approved to be placed as an item of consent on the June 16, 2025 Board of Commissioners Regular Meeting agenda.

RECOMMENDATION / PROPOSED ACTION

County Management recommends the following:

- 1) Approve funding as recommended by the ARP Committee and Finance Committee for \$1,000,000.00 from Freed-up Capacity Funds
- 2) Approve the associated budget ordinance amendment #B250008



ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL AFFAIRS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FAITH PHILLIPS, ASSISTANT COUNTY MANAGER

DATE: 6/16/2025

SUBJECT: APPROVAL OF CONTRACT FOR EMPLOYEE CHILDCARE CENTER OPERATOR

BACKGROUND

On May 2, 2025, an RFP for a new Childcare Center Operator for the Cumberland County Employee Childcare Center was issued – RFP #25-36 – ADM II Childcare Center Operator. Four responses were received for this RFP. A panel of seven management staff reviewed and scored the proposals, according to the rubric presented within the RFP. Based on these scores, the top three respondents were invited to an in-person interview with the panel, which consisted of a brief presentation by the applicant and open question and answers. Out of 100 possible points, the average scores for the top three proposals were between 81, 82 and 84 – all right together. The fourth proposal, provided by Focus Point Learning Academy had the lowest rating per the rubric 67/100, and also proposed the highest rate increase for childcare, both reasons why the proposal was not considered for the interview process.

Owl's Academy, Rose Angel and Chapman's Management Company were brought in for interviews, conducted by the same panel members. The interview consisted of a brief opportunity for the possible vendor to present about their skills, qualifications and experience, and then informal questions and answers based on information presented during the presentation and/or RFP. Staff also asked questions about NCDCDEE histories of current facilities.

During scoring and interviews, staff emphasized the rubric provided within the RFP – which includes the ability of the provider to get and maintain a 3-5 star NCDCDEE license, the ability to accept DSS childcare subsidy as well as Military Childcare Aware. Staff also considered continuity of care for children currently enrolled.

During the interview process, questions arose regarding statements made by Rose Angel Staff, particularly regarding operation of a facility by a family member not qualified to act as on-site supervision. Additionally,

Rose Angel stated in the interview and in RFP that the pickup time was no later than 5:30, which a late pick-up fee of \$5.00/minute. This was of concern with some staff who are scheduled until 5:30 or 6.

Upon interview and discussion, there were questions from the panel in that currently no children are in Owl's Academy childcare, when asked during the interview, Owl's Stated that this was due to preparation for this RFP. There were three references provided, however, upon further inspection, two of the references have the same last name.

After careful deliberation, staff recommends Chapman's Management Company as the Childcare Operator due to Chapman's scores and interview as well as Chapman's current process of national accreditation with the National Association for the Education of Young Children (which will equate to a possible 5 STAR NCDCDEE license), Chapman's experience with execution of federal, state, and local government contracts, and plan for continuity of care.

RECOMMENDATION / PROPOSED ACTION

County Management recommends the Board of Commissioners approve the County Manager to sign the contract with Chapman's Management Company, with an effective date of July 1, 2025.

ATTACHMENTS:

Description	Type
Contract Document	Backup Material
RFP #25-36 ADM II Childcare Center Operator	Backup Material
Chapman's Management Company RFP Response	Backup Material

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

SERVICE AGREEMENT

This Agreement made this the _____ day of _____, by and between the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and Chapman's Management Company, a business located at **918 Hope Mills Road, Fayetteville NC 28303**, hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS, the COUNTY strives to be an employer of choice within the region and the State, and recognizes the importance of access to quality childcare services in order to recruit and retain a thriving workforce work force dedicated to serving the citizens of Cumberland County; and,

WHEREAS, the VENDOR is qualified to perform the management operations of a childcare center, and currently operates a childcare center that has obtained a three (3) star rating by NCDCDEE; and,

WHEREAS, the COUNTY is seeking a qualified operator for the Cumberland County Employee Childcare Center located at 223 Hull Road, Fayetteville NC, 28306; and,

WHEREAS, the VENDOR has represented that it can provide qualified services and operate a childcare center that will meet the needs of the COUNTY; and,

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: The VENDOR agrees to provide the necessary resources, stipulations, and services as set forth herein to ensure the safe and successful operation of the Cumberland County Employee Childcare Center and that VENDOR shall comply with all applicable local, federal and North Carolina laws and regulations regarding the operation of a childcare center in order to ensure the provision of exceptional childcare services.

TERM: The term of this Agreement shall be from execution date of this contract through, **June 30, 2026**, unless sooner terminated by the COUNTY 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;

The VENDOR failed to comply with all applicable local, federal or North Carolina laws and regulations regarding the operation of a childcare center, or

The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.

If the COUNTY decides to terminate this Agreement, the COUNTY shall provide the VENDOR with seven (7) days written notice of the COUNTY's intent to terminate this Agreement.

If the VENDOR decides not to seek a renewal of this Agreement at the end of its term, then VENDOR shall provide the COUNTY with sixty (60) days written notice of its intention not to seek a renewal of this Agreement.

SERVICES PROVIDED:

VENDOR shall perform services necessary to operate the Cumberland County Employee Childcare Center as indicated in this Agreement and as described in the attached response that VENDOR submitted to the COUNTY under RFP #ADM 25-36-ADML. Aforesaid RFP is incorporated and made a part of this Agreement and includes:

- VENDOR shall operate the Cumberland County Employee Childcare Center and obtain a NCDCDEE STAR rating license between 3 and 5 STARS, with the intention to establish and obtain a 5 star license and receive national accreditation from the National Association for the Education of Young Children, as indicated in the VENDOR's response to the RFP. (see section F: UNDERSTANDING OF CHILDCARE STAR RATING SYSTEM, Section 2: Determination of a Star Rating Applying for)
- VENDOR shall comply with all State laws, federal laws and local ordinances that pertain to child health, safety and welfare, at all times, to include NCDCDEE monitoring requirements and VENDOR shall submit proof of said compliance to be on file with the County as indicated in VENDOR's response to the RFP. (see Section 6: A Plan for quarterly site visits and monitoring by Cumberland County Government and NCDCDEE)

VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited herein. 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.

COUNTY shall provide resources and facilities maintenance support for operations of the Cumberland County Employee Childcare Center as indicated in the RFP Section 4: Scope of Work & Providers Proposal Content Requirements section B: Tasks)

The COUNTY shall provide:

- Use of the facility at no charge to the VENDOR for operation of the Cumberland County Employee Childcare Center;
- Maintenance repairs and upkeep for the building and grounds; and
- Payment of utilities for the first year of this agreement; Utilities include electric, water/sewer, gas, and phone costs

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage to operate a childcare center, and the VENDOR shall maintain such adequate insurance during the term of the Agreement.

PRICE: **The County is not providing any operational costs to the vendor, except that the COUNTY shall pay building utilities for the first year of the Agreement.**

BENEFIT: This Agreement shall be binding upon, and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, as provided in the provisions with respect to assignment and delegation.

ASSIGNMENT: The VENDOR shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract with anyone, 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, NCDCDEE, and any other applicable law or regulations.

AGENCY AND AUTHORITY: The COUNTY hereby designates the COUNTY MANAGER as its exclusive agent with respect to this Agreement. The COUNTY MANAGER 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 with respect to the terms and conditions of this Agreement shall be exclusively with the COUNTY MANAGER. 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:

COUNTY:

**BARSEEM CHAPMAN
CHAPMANS MANAGEMENT
COMPANY
918 HOPE MILLS ROAD
Fayetteville NC 28303**

**FAITH PHILLIPS, ASSISTANT COUNTY MANAGER
ATTN: COUNTY MANAGERS OFFICE
PO BOX 1829
Fayetteville, NC 28302**

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.

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.

CUMBERLAND COUNTY

BY: _____

CLARENCE GRIER, COUNTY MANAGER

CHAPMAN'S MANAGEMENT COMPANY

ATTEST

BY: _____

BY:  _____

BARSHEEM CHAPMAN, OWNER/OPERATOR

**Approved for Legal Sufficiency upon formal execution
by all parties**

County Attorney's Office



County Manager's Office

Request for Proposal #25-36-ADM II

Childcare Center Operator

Date of Issue: May 2, 2025

Questions Due Date: May 8, 2025 (Thursday) at 12:00 PM (EST)

Proposal Due Date: May 15, 2025 (Thursday) at 3:00 PM (EST)

Direct all inquiries concerning this RFP to:

Faith Phillips

Assistant County Manager – Cultural Services and Learning

Email: fphillips@cumberlandcountync.gov

Phone: 910-323-6117

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

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1.0 PURPOSE AND BACKGROUND

Cumberland County Government in Cumberland County, North Carolina, strives to be an employer of choice within the State of North Carolina. To recruit and retain a thriving workforce dedicated to serving the citizens of Cumberland County, Cumberland County is embracing innovative initiatives to support the community through supporting families and children. As a result of the COVID-19 pandemic and the subsequent closing of many childcare facilities, many employees and potential employees have identified access to quality childcare as a barrier to recruitment and retention in employment. To support workforce development, families and to create a thriving workforce to provide services to the community, Cumberland County Government is seeking a childcare center provider to manage and maintain high quality childcare services.

Cumberland County Government seeks a childcare provider whose service and programming are in-line with the following:

- Provide a safe, healthy and responsive environment.
- Ensure the optimal physical, social, emotional and intellectual development of each child.
- Assist each child in the development of positive self-worth through personal successes and positive reinforcement.
- Provide representation of children and adults of different ethnicity, ages, cultures, languages, socioeconomic groups, and abilities through enrollment, hiring procedures, and programming.
- Align with Cumberland County Government's Mission and Vision Statements and core values of P.R.I.D.E. (professionalism, respect, integrity with accountability, diversity, and excellent customer service).
- The childcare center will be housed in the Dorothy Spainhour Child Development Center. The childcare center facility specifics are listed below:
 - There are four (4) classrooms that are 644 square feet per room.
 - There are two (2) classrooms that are 800 square feet per room.
 - Each classroom has a bathroom (child size), built in cubbies, food preparation counter and sink.
 - Each classroom has an exit door to the outside playground.
 - There is one (1) large multi-purpose room.
 - There is a lactation room and multipurpose small classroom used for therapy and related appointments.
 - There are three (3) administrative offices.
 - There is one (1) breakroom.
 - There is a receptionist desk.
 - The kitchen has three (3) sinks and one (1) handwashing sink, and two (2) industrial refrigerators. one (1) oven/stove combination, an adult sized bathroom, a food storage closet and a mop room.
 - There are three (3) separate play areas for different ages: one play area for children ages 2-5, one for children aged 5-12, a shaded, turfed area for infants. There is an outdoor classroom and other outdoor areas.
 - Classrooms have been furnished with age-appropriate furniture, including cribs/cots, tables, chairs, changing tables (where necessary) as well as toys and books.
 - The central classroom has been equipped with tables, sensory interactive wall panels, a sand and water table, and flexible shelving.

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference. By submitting a proposal, the Provider agrees to meet all stated requirements in this section as well as any other

Proposal Number: RFP #25-36-ADM II Childcare Center Operator

specifications, requirements and terms and conditions stated in this RFP. If a Provider is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the Provider is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Providers shall populate all attachments of this RFP that require the Provider to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

2.2 PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	Office address of delivery by any other method (special delivery, overnight, or any other carrier)
<i>PROPOSAL TITLE:</i> <i>RFP #25-36-ADM II Childcare Center Operator Cumberland County Manager's Office PO Box 1829 Fayetteville, NC 28302</i>	<i>PROPOSAL TITLE:</i> <i>RFP #25-36-ADM II Childcare Center Operator Cumberland County Manager's Office 117 Dick Street, Suite 507 Fayetteville, NC 28302</i>
Email address for delivery of proposal electronically	
SUBJECT LINE: <i>RFP #25-36-ADM II Childcare Center Operator</i> <u>fphillips@cumberlandcountync.gov</u>	

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above, or if submitting electronically received by the email address listed above, on or before **Thursday, May 15, 2025 at 3:00 PM, per the clock in the County Manager's Office**, regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier or other delivery service is entirely on the Provider. It is the sole responsibility of the Provider to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

- a) If submitting by email, scan the original executed proposal response using the subject line and email address provided in the table above.
- b) If submitting by hard copy:
 - a. Submit **one (1) signed, original executed** proposal response, **five (5)** photocopies, and **one (1)** electronic copy on a flash drive.
 - b. Clearly mark each package with: (1) Provider name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Proposals will be subject to rejection unless submitted with the information above included on the outside of the proposal package.
 - c. The electronic copies of your proposal must be provided on separate flash drives. The files **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

All proposal addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx> . Providers who submit a notice of intent to bid to fphillips@cumberlandcountync.gov will receive addendums by email.

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to fphillips@cumberlandcountync.gov by **12:00 PM (EST), on Thursday, May 8, 2025**. Providers should enter “**RFP #25-36-ADM II Childcare Center Operator: Questions**” as the subject for the email. Questions will not be answered by phone. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx> and shall become an Addendum to this RFP. **Providers who submit an intent to bid will receive addendums by email.** Providers shall rely *only* on written material contained in an Addendum to this RFP. **Providers should not contact any other County employees, besides those listed above, during the bid process. Providers who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required in order for all Providers to submit a responsible proposal, may be answered at the County’s discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as “minute in nature” shall be determined at the sole discretion of the County.

2.4 RFP TERMS & CONDITIONS

It shall be the Provider’s responsibility to read the instructions, the County’s terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Providers also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Provider’s proposal shall constitute a firm offer.

If a Provider desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County’s sole discretion to accept or reject requested modifications and/or exceptions.

3.0 NOTICES TO PROVIDER

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each Provider submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County’s County Management Department as designated in this RFP. A Provider who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! **CONFIDENTIAL INFORMATION:** The proposal must not contain any information marked as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the “Act”) as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, **unless the Provider has noticed the department of its intent to designate any information in the proposal as such and received permission from the department to do so in writing.** Provider’s notice to the department must be in writing and must describe the information for which confidentiality is requested and explain how

the information is a “trade secret” as defined in G.S. § 66-152(3). If the County determines the information for which confidentiality is requested is a “trade secret” Covered by the Act, it will notify the Provider how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Provider’s submission of a proposal after receipt of this notice from the County shall be deemed to be acceptance of the County’s statement of how it will maintain confidentiality. If the County determines the information for which confidentiality is requested is not a “trade secret” covered by the Act, it will notify Provider of that determination. Any proposal marked with any information as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposal and shall not be considered.

3.2 PROPOSAL COMPLIANCE

It is in the best interest of Providers to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential for a straightforward and concise description of Provider capabilities to satisfy the requirements of the RFP specifications.

Provider may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Providers are urged and cautioned to read the RFP completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Provider proposals should be easy to follow, and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP and shall be considered the minimum standards expected of the Proposer. However, the specifications are not intended to exclude potential bidders.

If the Provider is unable to meet any of the specifications as outlined therein, Providers are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the Provider does not indicate or submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 PROPOSAL EVALUATION PROCESS

The County shall review all responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted.

The County reserves the right to reject any and all proposals.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated and award made based on considering the following criteria to result in an award most advantageous to the County:

- | | |
|--|-----------|
| A. Qualifications and experience of the providing agency | 25 points |
|--|-----------|

B. Evidence of plan to meet childcare needs of employees of Cumberland County Government	25 points
C. Cost to employees of Cumberland County Government	10 points
D. Work plan as well as the thoroughness and detail of responses	15 points
E. Demonstrated understanding and capacity to align with County's Mission, Vision and Core Values	10 points
F. Understanding of childcare STAR rating system through NC Department of Child Development and Early Education (NC-DCDEE)	10 points
G. Questions to the Provider	5 points
<u>100 points total</u>	

3.5 METHOD OF AWARD

RFP will be awarded based on best overall value method of award.

The County reserves the right to make separate awards to different Providers, to not award, or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

4.0 SCOPE OF WORK & PROVIDER'S PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

A. OBJECTIVES

Cumberland County Government identified the critical need for employee childcare to maintain a thriving, competitive workforce. In August 2024, Cumberland County opened the Cumberland County Employee Childcare Center. The center has a capacity of approximately 150 children, and is currently operating with approximately 40 children enrolled. Cumberland County is seeking a qualified provider to operate this existing facility.

In this initiative, a Provider must successfully operate a licensed, high-quality childcare center in the Cumberland County Employee Childcare Center, formally the Dorothy Spainhour facility, serving the families of Cumberland County Government employees. The center serving children outside of those in the care of Cumberland County employees can be discussed between the County and the selected provider.

In this initiative, the Provider must:

- Provide a safe, healthy, and responsive environment.
- Ensure the optimal physical, social, emotional, and intellectual development of each child.
- Assist each child in the development of positive self-worth through personal successes and positive reinforcement.
- Provide representation of children and adults of different ethnicity, ages, cultures, languages, socioeconomic groups, and abilities through enrollment, hiring procedures, and programming.
- Align with Cumberland County Government's Mission and Vision Statements and core values of P.R.I.D.E. (professionalism, respect, integrity with accountability, diversity, and excellent customer service).
- Obtain a 3-STAR rating or higher.
- Accept DSS Childcare Subsidy.
- Be willing to participate in the Military Childcare In Your Neighborhood-PLUS program.

B. TASKS

As mentioned in the previous section, the Provider should be able to successfully operate a licensed childcare facility for Cumberland County Government. The Provider will assume the responsibility of all operating costs, which includes costs related to staffing, and other business operational needs. Cumberland County Government will provide: the facility; maintenance, repairs and upkeep of the building and grounds; and upfront costs to meet license standards to the facility. Cumberland County will provide funding for utilities for the first year of the contract. Taking this into account, proposals must include the provider's experience, to include information regarding any current childcare facilities and star ratings. The proposal must include the provider's length of time and experience operating childcare facilities, and information on the operator's ability to conduct business in the State of North Carolina.

Provider services shall include but not be limited to the following and must be addressed as part of the proposal:

- 1) Approximate timeline when the Provider is able to begin services.
- 2) Provider shall furnish qualified staff, services, supplies and programmatic equipment such as additional books, toys, and art supplies necessary to furnish a childcare center.
- 3) Provider shall submit to NC-DCDEE licensure requirements and be able to obtain a STAR rating or 3, 4 or 5.
- 4) Provider shall be able to accept NC childcare subsidy payments and private pay.
- 5) At all times equipment and materials shall comply with the most current NC-DCDEE requirements
- 6) Provider shall ensure they maintain environment and equipment in a manner conducive to the children's health, safety, comfort, and development (physical, social, emotional, and cognitive needs).
- 7) Provider shall be in contact the County in a timely manner to obtain necessary repairs to equipment and/or facilities that are the responsibility of the County.
- 8) Provider shall ensure that the physical health and safety features of the environment conform to local, state, and federal requirements.
- 9) Provider shall protect children against the danger of fire and smoke, injury attributable to the environment, against electrical hazards, and the spread of disease and infection. The provider shall provide written notification the County immediately upon learning of any such hazard(s) and shall provide written notification to the County within twenty-four (24) hours of any investigation or citations by local, state and federal authorities.
- 10) Provider shall inform the County of any Child Protective Services reports within 24 hours of notification via completion of an incident report.
- 11) Provider shall notify the County via an incident report of any injuries to a child either upon presentation to the facility or that occurs while at the facility.
- 12) Provider shall submit proof of compliance with all local, state and/or federal building, zoning, fire, safety, and health codes for the current fiscal year. Copies of inspections certificates must be on file at the childcare facility for inspections by the County. Provider shall ensure they maintain all inspection records and have them available to the County at all times.
- 13) Provider shall communicate with County on a regular basis regarding any inspections from licensing agencies.
- 14) Provider shall remain open when Cumberland County Government is open and shall work with County in advance of any possible closures.

Provider's proposal shall include, in narrative, outline, and/or graph form the Provider's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

4.2 PROVIDER'S PROPOSAL REQUIREMENTS

The Provider's proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Providers are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered non-responsive.**

A. QUALIFICATIONS AND EXPERIENCE

In its proposal, Provider shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the County of Cumberland. Provider shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

Providers shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

B. EVIDENCE OF PLAN

The proposal should address the following:

- 1) Childcare center hours of operation to include the center's designated holidays
- 2) A communication plan for closures, to include parents and Cumberland County Government offices as needed.
- 3) Program philosophy and past curriculum examples, including educational opportunities such as field trips for each age group.
- 4) Workforce capacity and qualifications of provider
- 5) Communication and partnership plan with Cumberland County Government and staff member assigned for overall monitoring and compliance.
- 6) A plan for quarterly site visits and monitoring by Cumberland County Government and by NC-DCDEE.
- 7) A plan for consistency and continuity of service for enrolled students during the transition phase.
- 8) Information on how the provider will collect data on customer satisfaction regarding the facility and services and attendance. The provider will be expected to comply with metrics and requirements for reporting outcomes and submitting needed data.

- 9) Information on how the provider reports attendance and contacts parents.
- 10) A copy of the provider's proposed budget for operations and methods of budget management.
- 11) Information regarding any partnerships that would be developed to support operations.

C. COST TO EMPLOYEES

Provider must submit any proposed costs that may be incurred by Cumberland County Government employees who have children enrolled in the center, including but not limited to: tuition, activity fees and parent fees using **Attachment C: Proposal Cost**. Cost shall be all inclusive. **Exclude all sales tax from your proposal.** If discount is available for prompt payment, identify terms so it may be considered in analyzing proposal.

D. WORK PLAN – THOROUGHNESS AND DETAIL

Provider shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Provider proposes to staff the work.

E. DEMONSTRATED UNDERSTANDING AND CAPACITY

- 1) A plan for utilization of classrooms and ages to be served in each room.
- 2) Generalized information and draft budget on items to be purchased for furniture for each classroom, kitchen equipment, technology needs, and playground needs.
- 3) A communication plan for closures, to include parents and Cumberland County Government offices as needed.

F. UNDERSTANDING OF CHILDCARE STAR RATING SYSTEM

- 1) Demonstrated understanding of NC-DCDEE Star rating system.
- 2) Determination of Star Rating applying for.
- 3) Payment information, including information on the providers acceptance of NC Child subsidy and how the provider will work with the County and the Department of Social Services for those eligible for subsidy, and information regarding the providers acceptance of private pay for services.

G. QUESTIONS TO THE PROVIDER

Provider shall respond to each of the following questions. Providers are requested to keep responses straightforward and to the point and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

- 1) Are you currently operating a childcare center in Cumberland County?
- 2) Will you be able to provide transportation to any nearby schools?
- 3) Do you anticipate offering non-traditional hours of operation?
- 4) Do you anticipate offering drop-in childcare?
- 5) Describe your plan for continuation of operations during events including but not limited to adverse weather and school closures.

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

5.2 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.

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR.

5.5 CONTRACT TERM

The Contract shall have an initial term of two (2) years, beginning on the date of contract award (the "Effective Date"). The CONTRACTOR shall begin work under the Contract within 30 business days of the Effective Date.

At the end of the Contract's current term, the COUNTY shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of three additional one-year terms.

5.6 PRICING

Proposal price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this RFP.

5.7 APPROPRIATION OF FUNDS

The parties intend those contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the County Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.8 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.9 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina and be in compliance

with NC-DCDEE requirements. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.10 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY'S agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.11 ENTIRE CONTRACT

This contract formally entered into by the parties after the provider is selected constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.12 CONTRACT CANCELLATION

The COUNTY may terminate this contract at any time by providing 30 days' notice in writing from the COUNTY to the CONTRACTOR. If the contract is terminated by the COUNTY as provided in this section, the COUNTY shall pay for services satisfactorily completed by the CONTRACTOR, less any payment or compensation previously made.

5.13 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.14 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.15 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the

contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.
- b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its proposal herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO PROVIDERS

1. **READ, REVIEW AND COMPLY:** It shall be the Provider's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Providers or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Provider's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the proposal are printed double-sided.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFP and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Provider in preparing or submitting offers are the Provider's sole responsibility; the County of Cumberland will not reimburse any Provider for any costs incurred.
10. **PROVIDER'S REPRESENTATIVE:** Each Provider shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

If the Provider proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the proposal.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The Provider shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.
12. **INSPECTION AT PROVIDER'S SITE:** The County reserves the right to inspect, at a reasonable time, the

equipment/item, plant or other facilities of a prospective Provider prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

13. **AFFIRMATIVE ACTION**: The Provider will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
14. **PROVIDER REGISTRATION**: Providers are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that Provider information is available for future opportunities. New vendors can register by visiting the following URL: <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx>.

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned Provider offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned Provider 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 Provider 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 Providers 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 Providers 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 Provider. Provider 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. Provider agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

PROVIDER:		
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 PROVIDERS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF PROVIDER:		FAX NUMBER:
PROVIDER'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT C: PROPOSAL COST

Tuition

Infants/Toddlers	Two Year Olds	3-5 Year Olds	School Age
Weekly: \$ _____	Weekly: \$ _____	Weekly: \$ _____	Weekly: \$ _____
Monthly: \$ _____	Monthly: \$ _____	Monthly: \$ _____	Monthly: \$ _____

Registration Fee

\$ _____

Activity Fee(s)

\$ _____

Parent Fee(s)

\$ _____

Late Payment Fee

\$ _____ When are payments due? _____

Late Pick-Up Fee

\$ _____ What time must children be picked up by? _____

Below the Provider can include any additional fees that have not been listed above:

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Provider: _____

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Provider is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- ☐ The Provider has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

- ☐ The Provider is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

- ☐ The Provider is not the subject of any current litigation or findings of noncompliance under federal or County law.

- ☐ The Provider has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

- ☐ He or she is authorized to make the foregoing statements on behalf of the Provider.

Note: This is a continuing certification and Provider shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Provider shall explain the reason in the space below:

Signature _____ Date _____

Printed Name _____ Title _____

[This Certification must be signed by an individual authorized to speak for the Provider]

ATTACHMENT E: UPDATED QUESTIONS AND ANSWERS FROM PREVIOUS RFPS

Questions/Answers:

1. Will the provider be paying for the utilities in the building?

No. The County will provide utilities.

2. Will the provider be required to accept subsidy?

According to the RFP, “provider shall be able to accept NC childcare subsidy payments and private pay”.

3. Will the bidders be required to submit a copy of their most recent financials along with their proposal?

No, however a bidder must sign and date Attachment D: Certification of Financial Condition.

4. Will bidders be required to provide details of current childcare licenses held that may be needed for any service?

Bidders are required to demonstrate their understanding of the NCDCCD-EE Star rating system and required to provide a response to the STAR rating that the bidder hopes to obtain for this facility. This can be found in the RFP under F. Understanding of Childcare Star Rating System.

5. Will bidders be required to provide details of insurance?

Bidders will be required to meet the NCDCCD-EE requirements for insurance as part of the licensing process. These documents will also need to be provided to the County upon execution of a contract to operate the center.

6. Is the County selling a building?

No, the County is looking for a provider to operate the current Cumberland County Employee Childcare Center as a licensed childcare facility for the children of county employees.

7. Could some of the offices be converted into classroom space? (i.e.: for after-school care, etc.)

Usage of office space is at the discretion of the provider selected as long as it meets the NCDCCD-EE requirements. Offices do not have restroom space attached and do not have exit points to the outside of the building.

8. If the offices can't be converted, and if they are not needed by the provider, can the provider rent them out? (i.e., to therapists, etc.).

This request would need to be included in the contract between the provider and the County and would be open for discussion.

9. Who will provide the items to stock the classrooms i.e.: paper, glue, craft supplies, etc.?

These are included in operational expenses that are the responsibility of the provider.

10. What's the average utility cost for the building?

Approximately \$25,000 in utilities per year and \$15,000 in phone/internet.

11. What's the square footage of the classrooms and please provide a floorplan?

There are a total of 6 classrooms; 1 classroom is 500 square feet, 2 classrooms are 675 square feet, 2 classrooms are 700 square feet and 1 classroom is 1000 square feet. Floorplan is attached (attachment 1 and 2).

12. Would these incident reports include minor injuries such as a trip with no injury or would it be the same as licensing requirements? Which is, within 7 days-send an incident report to the consultant if the child receives medical treatments.

Incident reports will need to be submitted for any child receiving an injury regardless of if medical treatment is sought. Incident reports will need to be submitted within 5 calendar days from the incident.

13. This is proprietary information located in our parent and staff handbooks. How would I go about pursuing confidentiality prior to sending this over?

(Evidence of Plan) Section 3.0 of the RFP, Notices to Provider includes information on confidentiality. Section 3.1 States:

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes unless the Provider has noticed the department of its intent to designate any information in the proposal as such and received permission from the department to do so in writing. Provider's notice to the department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County determines the information for which confidentiality is requested is a "trade secret" Covered by the Act, it will notify the Provider how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. The provider's submission of a proposal after receipt of this notice from the County shall be deemed to be acceptance of the County's statement of how it will maintain confidentiality. If the County determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify the Provider of that determination. Any proposal marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposal and shall not be considered.

14. What is the percentage of spaces (102) that would be saved for subsidy families?

There is no requirement to allocate a percentage of spaces for subsidy families. The requirement will be to accept the next child on the waiting list. The number of spaces within the childcare facility will be determined in collaboration between the provider and the county, in accordance with NCDCCD-EE licensure guidelines on ratios, class size and staffing. The RFP states that the provider must be willing to participate in the Military Childcare In Your Neighborhood-PLUS program and that the provider shall be able to accept NC childcare subsidy payments and private pay.

15. Could the current library be converted into a childcare space? Also, may the gym be used as a Makerspace and an additional school age classroom to achieve a higher capacity?

Refer to the answer for question 8. Usage of office space is at the discretion of the provider selected as long as it meets the NCDCCD-EE requirements. Offices do not have restroom space attached and do not have exit points to the outside of the building. The provider would be responsible for purchasing items for a Makerspace and ensuring safe use of equipment. The provider and the county will work together for educational spaces.

16. May we have a copy of Cumberland's observed holidays and closures so we may incorporate this into our handbook?

See attachment 3.

17. Can you also please include what age group each classroom was built/intended/used for?

All classrooms meet the space requirements set forth by NCDCCD-EE for any age group. The operator will determine age groups, in coordination with County.

18. Is the center already in operation and is the center already licensed?

Yes, the center is already in operation. The operator will need to become licensed through NCDCCD-EE.

19. While I understand that the operator is responsible for paying workers, do I need to include the cost of the workers as well?

As stated in the RFP, under Evidence of Plan B. (10), you are to provide a copy of the provider's proposed budget for operations and methods of budget management. The budget should include the provider's cost to operate the business.

20. Is the operator responsible for obtaining a license for the childcare center?

Yes, the license will be in the provider's (operator) business name.

21. Are there children already enrolled?

Yes.

22. Is this location open to the public as well as county employees? If not, can this be negotiated with the board members or decision makers. Potentially opening 30-50% of the slots to general public but giving priority to county employees.

Currently, the location is only open to children in the care of Cumberland County Government Employees. Opening up to children not in the care of Cumberland County Government employees can be discussed by the selected Provider and the County.

23. What is the age range of the current students currently enrolled?

Currently, there are children enrolled in the following classes in the following numbers:

Ages 0-12 months: 8

Ages 1-2 years: 5

Ages 2-3 years: 8

Ages 3-4 years: 10

Ages 4-5 years: 7

For a total of 38 current students.

The facility has the capacity for care for afterschool as well as summer camps for children ages 5-12. The current provider has not opened this class at this time. The facility has also been approved for night care as well.

24. Are the current employees willing to stay on board when a new operator comes on board?

There is no prohibition to retaining current staff, but whether the staff remains is ultimately up to them.

25. Can you share the salary or hourly rate of the current staff? If they decide to stay onboard, paying those employees at least at their current rate would be essential.

Since the current owner is a private business entity, any questions regarding current payroll information should be directed to the owner.

26. Can you share the current tuition rates? Keeping the children enrolled at the facility at the same rate would be important.

Current tuition rates are \$800/month for children 0-12 months, and \$700/month for all others.

27. This RFP's suspense date is short. What happened with the previous owner? Was his/her contract up?

There is a current owner who is operating the facility.

The RFP process is open to all bidders, including the current provider.

28. Is the operator contract renewed annually? Or is the intent to be an indefinite contract without specific dates?

Section 5.5 Contract term states: The contract shall have an initial term of two years. At the end of the Contract's current term, the COUNTY shall have the option, in its sole discretion, to renew the contract on the same terms and conditions for up to a total of three additional one-year terms.

29. Who is paying the rent or lease of the space?

On page 8 of the RFP, in section 4.1B: Tasks, it states: "The provider will assume the responsibility of all operating costs, while Cumberland County Government will provide: the facility, maintenance, repairs and upkeep of the building and grounds." There is no rent or lease to the space.

30. How much control does the county have and what would the working partnership look like?

On Pages 7, 8 and 9 of the RFP, under sections 4.0 Scope of Work and Providers Proposal Content Requirements as well as 4.1 Scope of Work, Section B: Tasks: provider responsibility and provisions by the County are outlined. The provider is expected to communicate regularly with the staff member assigned to the project, and to work collaboratively and communicatively with the County.

Furthermore, on page 10 of the RFP, requirements of the proposal include 5). Communication and partnership plan with Cumberland County Government and staff member assigned for overall monitoring and compliance.

31. Will the space have after school care?

As seen in Attachment 2 of the RFP, there is a classroom that has been set aside for 5 year olds as well as an area for School Age care. All classrooms meet the space requirements set forth by NCDCE-EE for any age group. The operator will determine age groups, in coordination with County.

32. What is the current staffing level?

Staffing levels must meet the requirements established by NCDCE-EE.

33. What is the cost for the light bill and other utilities?

Attachment E: Updated questions and answers from previous RFP, question 10 states that the average utility cost for the building is approximately \$25,000.00 in utilities per year and \$15,000 in phones/internet. Updated from the previous RFP issuance, the County will cover the cost of utilities in the first year of the contract.

34. How many Cumberland County Government employees are there?

There are over 2100 Cumberland County Government employees.

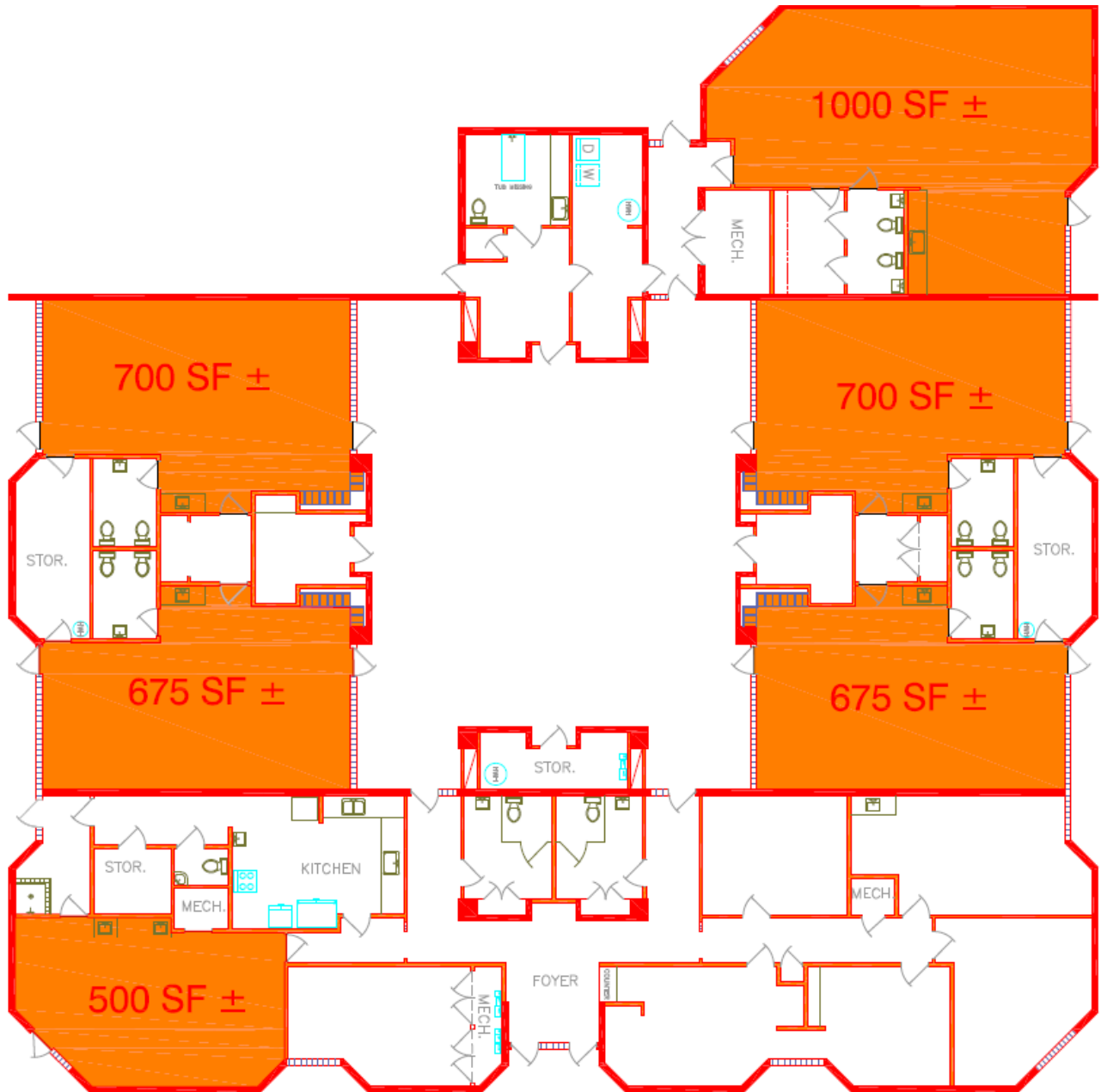
35. What are the current ratios and schedules of staff?

The facility currently provides care from 7:00 am – 6:00pm. Questions regarding staff scheduling and ratios should be directed to the current provider.

36. What is the square footage of the building?

Please refer to Attachment 2 that was including in the RFP. This is the most recent diagram of the building and has exact measurements. Square footage listed in the wording of the RFP is approximations.

Attachment 1



Attachment 3

Clarence G. Grier
County Manager

Brian Haney
Assistant County Manager

Faith B. Phillips
Assistant County Manager



Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

Office of the County Manager

Cumberland County 2025 Holiday Schedule

Holiday	Observance Date	Day of Week
New Year's Day	January 1, 2025	Wednesday
Martin Luther King Jr. Birthday	January 20, 2025	Monday
Good Friday	April 18, 2025	Friday
Memorial Day	May 26, 2025	Monday
Independence Day	July 4, 2025	Friday
Labor Day	September 1, 2025	Monday
Veterans Day	November 11, 2025	Tuesday
Thanksgiving	November 27 & 28, 2025	Thursday & Friday
Christmas	December 24, 25 & 26, 2025	Wednesday, Thursday & Friday
Floating Holiday**	* May be taken between January 1 and December 31 * **Refer to Section 7.1 – Holidays in the Cumberland County Personnel Manual for specific information and approvals**	

RFP #25-36-ADM II Childcare Center Operator
May 15, 2025

Chapmans Management Company
918 Hope Mills Road
Fayetteville, NC 28304

Phone: 910-339-4987

Fax: 910-230-5608

Email: info@chapmansmanagementco.com

Web: www.villagechildcarecenter.com

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Narrative

Chapmans Management Company has operated a child care center licensed for fifty-five (55) children per eight (8) hours. Located at 1019 Pamalee Dr. Fayetteville, North Carolina; since 2016.

It Takes a Village Child Care & Educational Center provides child care and transportation services for children with and without disabilities ages 6 weeks-12 years old; Monday-Friday and Saturdays 7:00 a.m. - 6:00 p.m. We currently accept NC childcare subsidy payments, Army Fee Assistance program and private pay as forms of payment for services.

Since 2022 Provider has had a contact with Cumberland County to; provide services to Cumberland County Community Transportation Program.

Timeline when the Provider is able to begin services

Task	Plan of Action	Start Date	End Date
Fire, heath building inspections.	Obtain updated Fire, heath building inspections. In providers name	Upon Notice Of Award	6/15/25
Identify, hire and train new employees		Upon Notice Of Award	6/15/25
Purchase supplies and programmatic equipment such as additional books, toys, and art supplies necessary to furnish a childcare center	Provider currently have active accounts with vendors such as Kaplan Early Learning Co. and other school supply vendors we will be utilized	Upon Notice Of Award	6/15/25
Submit to DCDEE licensure to obtain a STAR rating or 3, 4 or 5.	submit to NC-DCDEE licensure requirements and be able to obtain a STAR rating or 3, 4 or 5	Upon Notice Of Award	7/15/25
Provider shall be able to accept NC childcare subsidy payments and private pay.	Submit information to add site to providers current childcare subsidy contracts	6/15/25	7/15/25
Begin services		7/15/25	8/1/25

A. QUALIFICATIONS AND EXPERIENCE

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS
Cumberland County DSS	Shona Bannister, Day Care Supervisor	(910) 677-2107	shonabannister@ccdssnc.com
Harnett County DSS	Tammy Matthews, SCCA Supervisor	(910) 814-6628	tmatthews@harnett.org
Child Care Aware	Day Care services	800-424-2246, Option 7	ProviderServices@usa.childcareaware.org

Barsheem Chapman; Contract Manager

Chapmans Management Company 2013 – Present
Board Chairman

An independent management firm specializing in the delivery of childcare, Integrated Healthcare, and social services. Identify and acquire Federal, State and Local contracts. Manage all aspect of the project lifecycle from the scope of work through the provision of deliverables, and contract follow-up.

- It Takes a Village Child Care & Educational Center Facility ID: 26002339
July 2016-current
- Cumberland County DSS, Harnett County DSS, Childcare Aware
2018-Present
- Tri care (North Region), MHN/Health Net Federal Services, Blue Cross/Blue Shield, Magellan, Beacon Health Care, Carolina Access, North Carolina Health Choice, North Carolina Medicaid, Medicare Part B, WellCare, AmeriHealth Caritas, Humana, NC Department of Health and Human Services, Alliance Health, Sandhills Behavioral Health.
2018-Present
- JOB CORPS AQM
2018-2021
- USDA Forest Service Contract number: 1282A719C4001

2019-2022

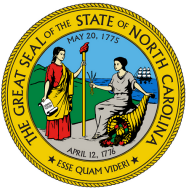
- Non-Emergency Medical Transportation: MTM, Inc., Modivcare
2019-Present
- Cumberland County Community Transportation Program
July 2022-Present

Education

Fayetteville State University Fayetteville, North Carolina

Bachelor's Degree in Computer Science

2000-2005



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**
Division of Child Development and Early
Education

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
ARIEL FORD • Director

February 21, 2024

barsheem chapman
1314985

Date of last evaluation: 02/21/2024

This status letter confirms we have reviewed the education documentation which you submitted/uploaded to the Division of Child Development and Early Education, Workforce Education Unit on **02/15/2024**. According to the most recent evaluation completed, you meet educational requirements based on North Carolina child care regulations as detailed below and documents your highest educational qualification. **Note: A copy of this letter should be provided to your employer if you are working at a licensed child care facility.**

Education Completed	Degree Type	Course of Study	Date Completed
High School		High School Diploma	
4 Year	Degree/Other	Computer Science	05/07/2005

Child Care Position	Date Qualified	Meet Educational Requirements By	Extra Coursework Hours for Position		
			ECE	S/A	Admin
EC Administrator	01/21/2022	Level I Administrator Equivalency			
S/A Administrator	01/21/2022	Level I Administrator Equivalency			
Group Leader	02/21/2024	BSAC		7	
Lead Teacher	01/21/2022	John Wesley Model	3		
Teacher	03/19/2020	Lead Teacher Qualified			

*ECE-Early Childhood Education; S/A-School Age; Admin-Administration; FCCH-Family Child Care Home; CD-Child Development; SCH-Semester Credit Hour

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF CHILD DEVELOPMENT AND EARLY EDUCATION

LOCATION: 333 Six Forks Rd • Raleigh, NC 27609
MAILING ADDRESS: 2201 Mail Service Center, Raleigh, NC 27699-2200
www.ncdhhs.gov • TEL: 919-814-6300 • Fax: 919-715-1013

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

B. EVIDENCE OF PLAN

1. Childcare center hours of operation to include the center's designated holidays

12am–12pm, Monday – Friday

Provider will work with families on an; one on one basis to expand childcare to accommodate departments that work weekends and holidays, such as first responders.

Provider will follow Cumberland Counties Holiday Schedule.

2. A communication plan for closures, to include parents and Cumberland County Government offices as needed.

Provider will work with County and parents by notifying them 72hrs in advance of any possible closures.

Provider shall protect children against the danger of fire and smoke, injury attributable to the environment, against electrical hazards, and the spread of disease and infection. Provider shall provide written notification the County immediately upon learning of any such hazard(s) and shall provide written notification to the County within twenty-four (24) hours of any investigation or citations by local, state and federal authorities.

Parents will be informed Bright Wheel, phone call and email; 24 hours in advance of any possible unscheduled closures. Cumberland County Government will be informed 24hrs in advance of any possible unscheduled closures via phone call and email.

3. Program philosophy and past curriculum examples, including educational opportunities such as field trips for each age group.

Our centers program philosophy will be cognitive-based. Our classrooms will be designed to encourage curiosity, exploration, and problem solving in an atmosphere of warmth, affection, and respect for each child.

Provider plan experiences based on children's interests and appropriate educational concepts.

This includes:

- A daily schedule of planned activities – both play-based and teacher-led
- Hands-on learning through active exploration
- Activities based on children's interests
-

Educational field trip opportunities for each age group includes but not limited

- Science Center or Museum

- See a Working Farm and Navigate Through Corn Mazes at a Pumpkin Patch
- Local Water Parks (Splash Parks)
- Local Library
- Bowling alley
- local parks and recreation centers

Past curriculum examples

Our agencies past curriculum example includes Creative curriculum. Creative curriculum is a teaching approach that emphasizes the use of innovative techniques and strategies to foster creativity, critical thinking, and problem-solving skills in students.

Infants Plan for Ages 6 Weeks - 2 Months – Dr.Seuss

Week of: _____

Child's Name: _____

DOB: _____ Age: _____


Schedule	Foundations Of Learning Objectives	Monday- Friday Plan and Activities				
Arrival/Departure Procedures	Emotional & Social Development Goal ESD-1: Children demonstrate a positive sense of self-identity and self-awareness.	This is what infants do at this age- Begins to smile at people. Can briefly calm himself. May bring hands to mouth and suck on hand .Tries to look at parent. Plan to Greet both the infant and family members as they arrive and depart. Sing a Good Morning Song and include child's name as they arrive and you receive the infant. Sing a Good Bye Song and include infant's name as you gather belongings for departure.				
Feeding, Sleeping & Diapering are throughout the day as needed (refer to Daily Log)	Physical Health & Growth Goal HPD-1: Children develop healthy eating habits Goal HPD-3: Children develop healthy sleeping habits.	This is what infants do at this age- Latch on to nipple or bottle, sucks and swallows during feeding. Plan to Maintain eye contact and interact with infant in an engaging way during caregiving routines such as diapering and feeding. Allow infant to hold your finger during feeding and sing songs such EACH SONG BELOW manipulate fingers During diapering time have Diaper Chats, tell the infant what you are doing with lots of smiles. Example, I'm cleaning you all up... you're smelling so good" Allow infant to sleep on his/her back only.				
Dr. Seuss and Rhyme Time	Language Development & Communication Goal LDC-1: Children understand communications from others.	This is what infants do at this age- Coos, make gurgling sounds. Turns head toward sounds. Plan to During Tummy Time, prop a mirror in front of infant – make faces representing a range of emotions accompanied with little phrases and smiles from teacher, " ____ came to school today, I'm so glad ____ came to school today!" Yay...				
Music/Finger Play	Cognitive Development Goal CD-1: Children use their senses to construct knowledge about the world around them.	This is what infants do at this age- Pays attention to faces. Begins to follow thing with eyes and recognize people at a distance. Plan to Allow infant to hold your finger and follow (with their eyes) your finger going up and down and side to side, while singing nursery rhymes. EACH DAY IS A Song SEE BELOW				
Motor Development & Play Indoor/Outdoor Goal HPD-4: Children develop the large muscle control and abilities needed to move through and explore their environment.	Physical Health & Growth Goal HPD-5: Children develop small muscle control and hand-eye coordination to manipulate objects and work with tools.	This is what infants do at this age- Can hold head up and begins to push up when lying on tummy. Make smoother movements with arms and legs. Plan to During Floor Time... 1. Lay infant on his/her back and hold up toys for play such as keys, rattles as well as soft toys. 2.Do Cycling movements with infants legs 3. Help infant clap hands together (become aware of body).				
Creative Activities to support Theme Unit	Approaches to Learning Goal APL-1: Children show curiosity and express interest in the world around them.	Monday	Tuesday	Wednesday	Thursday	Friday
		Combine Motor Activities with songs Change the sound of voice to engage infants/toddlers "I will read Rhyme"	Combine Motor Activities with songs sound of voice to engage infants/toddlers "Open a Book Rhyme"	Combine Motor Activities with songs sound of voice to engage infants/toddlers "Cat and Hat" Rhyme	Combine Motor Activities with songs sound of voice to engage infants/toddlers "Green eggs & Ham" Rhyme	HAT ART Wk 1: Fox Socks Wk 2: Hat Cat Wk 3: Eggs Beg
Parent Involvement		Parent Board- A Huge Poster Board in shape of a Dr. Seuss Hat- parents can write rhyming words.				

Toddler Plan for Ages 13 Months –24 Months – All About Me (body parts) Week 1

Week of: _____

Child's Name: _____

DOB: _____ Age: _____

Schedule	Foundations Of Learning Objectives	Monday- Friday Plan and Activities
Arrival/Departure Procedures	Emotional & Social Development Goal ESD-1: Children demonstrate a positive sense of self-identity and self-awareness.	This is what toddlers do at this age- Copies others, especially adults and older children. Gets excited when with other children. Shows more and more independence Plan to <ul style="list-style-type: none"> Greet both the toddler and family members as they arrive and depart. Sing a Good Morning Song and include child's name as they arrive and you receive the toddler. Sing a Good Bye Song and include child's name as you gather belongings for departure.
Free Choice	Physical Health & Growth Goal HPD-5: Children develop small muscle control and hand-eye coordination to manipulate objects and work with tools.	Monday- Wednesday-Friday: Students will choose their favorite table top to play with until Breakfast is served. Tuesday & Thursday Using favorite color crayons to color pre drawn shapes.
Breakfast & Toileting throughout the day as needed	Physical Health & Growth Goal HPD-1: Children develop healthy eating habits Goal HPD-3: Children develop healthy sleeping habits.	This is what toddlers do at this age- holds and drinks from a sippy or open cup, eat coarsely chopped foods, tries to feed himself with a spoon. Plan to <ul style="list-style-type: none"> Maintain eye contact and interact with children in an engaging way during caregiving routines such as diapering/toileting and feeding. Sing songs such as ABC'S and Monkeys Jumping in the Bed Songs.
AM Circle Time Story Time Read Aloud "Here Are My Hands" 	Language Development & Communication Goal LDC-1: Children understand communications from others.	This is what toddlers do at this age- Points to things or pictures when they are named. Knows names of familiar people and body parts. Says sentences with 2 to 4 words. Plan to <ul style="list-style-type: none"> Read Books and point to pictures, explore board books. Point out new things and name them. Show bright pictures in a magazine and name them. Give child simple word commands and clean up tasks and ask questions... Example, "Where is the ball, Go get the ball..."
Free Choice	Cognitive Development Goal CD-1: Children use their senses to construct	This is what toddlers do at this age- Finds things even when hidden under two or three covers. Begins to sort shapes and colors o Completes sentences and rhymes in familiar books. Plays simple make-believe games. Builds towers of 4 or more blocks Plan to <ul style="list-style-type: none"> Use "reciprocal" play—when he smiles, you smile; when he makes sounds, you copy them. Teacher now models and child repeats actions-"Move n Freeze..."

	knowledge about the world around them.	<ul style="list-style-type: none"> • Cause N Effect Toys (push or shake and something happens) • Puzzle and Connect toys • Stack blocks • Match Colors/shapes 				
Motor Development & Play Play with infants and toddlers both indoors and outdoors Goal HPD-4: Children develop the large muscle control and abilities needed to move through and explore their environment.	Physical Health & Growth Goal HPD-5: Children develop small muscle control and hand-eye coordination to manipulate objects and work with tools.	This is what toddlers do at this age- Climbs onto and down from furniture without help. Walks up and down stairs holding on. Throws ball overhand. Makes or copies straight lines and circle Plan to <ul style="list-style-type: none"> • Toss and roll balls back and forth • Sing "Head, Shoulder, Knees & Toes, and touch body parts! • Cause N Effect Toys -push or shake and something happens. • Continue zipping, lacing holes and crayon activities with Supervision! DRAW FACE PARTS				
Lunch	Physical Health & Growth Goal HPD-1: Children develop healthy eating habits Goal HPD-3: Children develop healthy sleeping habits.	This is what toddlers do at this age- holds a sippy cup, begins to eat thicker foods, tries to feed himself with fingers. Plan to <ul style="list-style-type: none"> • Maintain eye contact and interact with children in an engaging way during caregiving routines such as toileting feeding. • Remind students of the things they explored at group time, the theme discussion, story or concepts. 				
Nap Time		Students who are not sleeping have the choice to engage in quiet games, books of puzzles of choice.				
Free Choice		For Open Centers See Day Care Guidance Due to Covid 19 Safety				
Gross Motor	Goal HPD-4: Children develop the large muscle control and abilities needed to move through and explore their environment	Indoor and or outdoor play <ul style="list-style-type: none"> • Ball throwing/catching, jumping and skipping, balancing , hopping games • Play with jump ropes, balls and frisbees – using equipment safely. 				
PM Circle Time Creative Activities to support Theme Unit	Approaches to Learning Goal APL-1: Children show curiosity and express interest in the world around them.	Blocks	Dramatic Play	Manipulatives	Books	Sand/Water
		Plan to Students will stack blocks as tall as they are and count how many blocks tall they are.	Plan to Pretend to be a doctor and name all body parts.	Plan to Face parts using play dough.	Plan to Look at Books about our 5 senses.	Plan to Dig, shovel, put sand in and pour sand out of containers
Parent Involvement	Due by Friday October 9 th	All About Me Poster 😊				

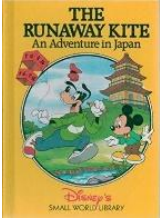
Pre School Plan for Ages 2 yrs. – 3yrs. – Far Away Places (Australia/France/Japan)

Theme Objective: To Develop and Embrace Similarities & Differences in Cultures and Traditions

APL 2 Children actively seek to understand the world around them

CC 12 a, b Recognizes and recalls and make connections CC30 Shows basic understanding of people and how they live

Letter: V Number: 19 Color: White Shape: Introduce 3D Shapes Skill: In Front Social Emotional Concern

Schedule	Foundations Of Learning Objectives	Monday- Friday Plan and Activities
Arrival/Departure Procedures	Emotional & Social Development Goal ESD-1: Children demonstrate a positive sense of self-identity and self-awareness.	Pre-Schoolers do this at this age-Copies adults and friends. Shows affection for friends without prompting. Takes turns in games. Shows concern for a crying friend. Plan to <ul style="list-style-type: none"> Greet both the preschooler and family members as they arrive and depart. Sing a Good Morning Song and include child's name as they arrive and you receive the pre -schooler. Sing a Good Bye Song and include child's name as you gather belongings for departure.
Free Choice	Physical Health & Growth Goal HPD-5: Children develop small muscle control and hand-eye coordination to manipulate objects and work with tools.	Monday- Wednesday-Friday: Students will choose their favorite table top to play with until Breakfast is served. Tuesday & Thursday Using color of the week crayons to color pre drawn shapes of the week (Tuesday- new week's shapes and Thursday- Last week's shape)
Breakfast & Toileting throughout the day as needed	Physical Health & Growth Goal HPD-1: Children develop healthy eating habits Goal HPD-3: Children develop healthy sleeping habits.	This is what preschoolers do at this age- holds and drinks from an open cup, eat a variety of foods, and feed himself with a spoon. Plan to <ul style="list-style-type: none"> Maintain eye contact and interact with children in an engaging way during caregiving routines such as diapering/toileting and feeding. Sing songs such as ABC'S and Monkeys Jumping in the Bed Songs. Move an Freeze/ Stop and Go (teacher will model silly movements for children to repeat) Nursery Rhymes- 1 each day
AM Circle Time Story Time Read Aloud 	Language Development & Communication Goal LDC-1: Children understand communications from others.	This is what preschoolers do at this age- Points to things or pictures when they are named. Knows names of familiar people and body parts. Holds conversations with exchanges. Plan to <ul style="list-style-type: none"> Read Books and point to pictures, explore board books (counting/colors/shapes and letters in their names) Point out new things and name them. Show bright pictures in a magazine and name them. Give child simple word commands and clean up tasks and ask questions... Example, "Where is the ball, Go get the ball..."
Free Choice	Cognitive Development Goal CD-1: Children use their senses to construct	This is what preschoolers do at this age- sort shapes and colors. Completes sentences and rhymes in familiar books. Plays simple make-believe games. Builds towers of 4 or more blocks. Plan to

	knowledge about the world around them.	<ul style="list-style-type: none"> Teacher now models and child repeats actions-“Move n Freeze... Teacher will give for 2-step direction (example-Get paper and sit down...) Cause N Effect Toys (push or shake and something happens) Puzzle and Connect toys Stack blocks Match Colors/shapes 				
Motor Development & Play Play with infants and toddlers both indoors and outdoors Goal HPD-4: Children develop the large muscle control and abilities needed to move through and explore their environment.	Physical Health & Growth Goal HPD-5: Children develop small muscle control and hand-eye coordination to manipulate objects and work with tools.	This is what preschoolers do at this age- Climbs well. Runs easily. Pedals a tricycle (3-wheel bike).Walks up and down stairs, one foot on each step. Makes or copies straight lines and circles Plan to <ul style="list-style-type: none"> Toss and roll balls back and forth Sing “Head, Shoulder, Knees & Toes, and touch body parts! Cause N Effect Toys -push or shake and something happens. Continue zipping, lacing holes and crayon activities with Supervision! 				
Lunch	Physical Health & Growth Goal HPD-1: Children develop healthy eating habits Goal HPD-3: Children develop healthy sleeping habits.	This is what preschoolers do at this age- holds and drinks from an open cup, eat a variety of foods, and feed himself with a spoon. <ul style="list-style-type: none"> Maintain eye contact and interact with children in an engaging way during caregiving routines such as toileting feeding. Remind students of the things they explored at group time, the theme discussion, story or concepts. 				
Nap Time		Students who are not sleeping have the choice to engage in quiet games, books of puzzles of choice.				
Free Choice		For Open Centers See Day Care Guidance Due to Covid 19 Safety				
Gross Motor	Goal HPD-4: Children develop the large muscle control and abilities needed to move through and explore their environment	Indoor and or outdoor play <ul style="list-style-type: none"> Ball throwing/catching, jumping and skipping, balancing , hopping games Play with jump ropes, balls and frisbees – using equipment safely. 				
PM Circle Time Creative Activities to support Theme Unit	Approaches to Learning Goal APL-1: Children show curiosity and express interest in the world around them.	Monday/Blocks	Tuesday/Art	Wednesday/ Manipulatives	Thursday /Books	Friday/
		Plan to Help Students use their finger to count 1-10 blocks, show them the number of the week and help students give you the set amount (the number of the week).	Plan to Help Students color or glue pieces together to make a letter craft of the week.	Plan to Draw the shape of the week and say its name and have children say its name as you help them color safely- no eating crayons😊	Plan to Help them draw/scribble a picture about the story/book- write what they say it is😊	Plan to Make students name cards, Show students their names Focus on first letters to match with letter magnet. Continue the rest of the letters after they can successfully match the first letter- 1 letter at a time of mastery matching before moving on to the next letter. Week 1- Australia ART Week 2- France ART Week 3- Japan ART

Parent Involvement		: Create a MULTICULTURAL RECIPEE BOARD- Parents can share their ethnicity and a Favorite Meal/Recipe that represents their Family post pictures of students and Science Snacks
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Pre-Kindergarten Lesson Plan (4 yrs. & 5 yrs.) Date _____

Week 1: Transportation Week 2: Cars, Trucks & Boats Week 3: Airplanes Week 4: Train

Week 1: What do you know about transportation? What did you learn?

Week 2: What do you know about cars, trucks & boats? What did you learn?

Week 3: What do you know about airplanes? What did you learn?

Week 4: What do you know about trains? What did you learn?

Theme Objective: Sports: CC 30. Shows basic understanding of people and how they live as it relates to **Transportation** **LDC- 9** Children comprehend and use information presented in books and other media **CC18** Uses an appreciate books and texts.

Review Letters: All Review: Counting Numbers 1-30 & creating sets 1-20 /Colors & Shapes

Explanation of Standards and Objectives referenced in this Plan

LDC-3 Children ask and answer questions in order to seek help, get information, or clarify something that is not understood **LDC- 10** CC 17 Children develop book knowledge and print awareness **LDC-12** Children Develop knowledge of the alphabet and the alphabetic principle **CC16b** Uses letter sound knowledge **ESD-5** Children demonstrate the social and behavioral skills needed to successfully participate in groups **CC3** Participates cooperatively and constructively in group situations **CC10a**-Engages in conversation **CD-10** Children Show understanding of numbers and quantities during play and other activities **CC20** Use number concepts and operations **HPD-5** Children develop small muscle control and hand-eye coordination to manipulate objects and work with tools. **HPD-4** Children develop the large muscle control and abilities needed to move through and explore their environment **HPD-8** Children Develop awareness of basic safety rules and begin to follow them **CC 1b** Follows limits and expectations **CD-11** Children compare, sort, group, organize and measure common shapes during play and other activities **CC13** Classification skills

Global Awareness This Theme We will observe and discuss **Transportation** using media, pictures and books. **LDC- 9** Children comprehend and use information presented in books and other media **CC18** Uses an appreciate books and texts.

Nutrition This Theme: Students: Encourage students to eat from each food group to be Healthy **HPD-1** Children develop healthy eating habits **CC29** Demonstrate knowledge about self

Connect With Families: Students can participate in a Favorite Project- On a large sheet of construction paper or journal paper, students can draw or glue a picture of their favorite mode of transportation or "Dream Car" - Copy 1-3 details to include (Name of vehicle, color, 1 fun fact or why they chose it). Projects due _____. Students will present on Fridays😊

Pre-Kindergarten Lesson Plan (4 yrs. & 5 yrs.)

Schedule	Monday	Tuesday	Wednesday	Thursday	Friday
Arrival	The teacher will greet each student, show where their cubbies are, where to put their things and sign in... "I am here today." Ex (use a picture or name card to sign in on a chart)				
Free Centers/ Table Tops	Monday & Wednesday- Copy names 3xs each on handwriting paper Tuesday & Thursday Table Tops Friday- The teacher will model how to use color of the week crayon/marker to draw random shapes or simple objects and students copy ...				
Breakfast	Finger play this week: Sing alphabet skip letters so students can say the next letter... and so on				
Cognitive Development Whole Group Time at the Table or floor LDC-3 CC10a CD10 CC20 HPD-8 CC 1b CD-11 CC13 LDC 12 CC 16b CC3	Monday Good Morning Song Days of Week: https://youtu.be/IRnnLPjRn84 Alphabet/colors/numbers *Show students their names each morning Use flash cards to play ABC RELAY- Boys vs Girls or create 2 teams -Teacher will hold up the letter card and the team who raises their hand first will be given the opportunity to speak first and say the letter Teacher will use tally marks or circles to score points.	Tuesday Good Morning Song Counting Singing 1-20 https://youtu.be/D0Ajq682yrA *Teacher will model Counting blocks 1-30 with students by touching each one and then say amount. Students will be asked to put the number of the week blocks in a dish (creating sets) Use flash cards to play 123 RELAY- Boys vs Girls or create 2 teams -Teacher will hold up the number card and the team who raises their hand first will be given the opportunity to speak first and say the number first and build the amount with blocks or bears... Teacher will use tally marks or circles to score points.	Wednesday Good Morning Song Alphabet Song https://youtu.be/BELIZKpi1Zs Practice Writing letters and/or Practice Writing numbers Teacher will model how to write 1 letter or number at a time- Students can repeat the strokes (use wipe board and markers) Not to exceed 5-7 letters or numbers for the day	Thursday Good Morning Song 3D Shape Song (ex) https://youtu.be/guNdJ5MtX1A Creations For The DAY Week 1-Road Shapes Week 2- Cars, Trucks & Boats Week 3- Airplanes Week 4- Trains	Friday Good Morning Song https://youtu.be/h4eueDYPTlg About The Topic Week 1- Play dough for transportation Week 2- Cars, Trucks & Boats Number writing 1-10 or 1-20 based on students ability Week 3- Airplanes- Letter writing Week 4- Sorting Transportation Sort (land/air/water)
Whole Group Time Read Aloud	Create a bubble map on chart paper of the topic for the week. Week1- Introduction of transportation Week 2-Cars, Trucks and Boats Week 3-Airplanes Week 4-Trains	Read Story and add 1-2 details on the chart paper from the story that students remember.	Read Story and add 1-2 details on the chart paper from the story that students remember.	Sequence the details, what did you learn in the beginning, middle, end.	JOURNAL Students can draw what they remember from the story and teacher will write what they say on the paper.


Question of Day Parts of a Book LDC 3LDC- 10 CC 17	What do you know about this? Post student responses Then read Read Aloud GROSS MOTOR – Stretch and Freeze Dance	GROSS MOTOR – Stretch and jump rope	GROSS MOTOR – Stretch and jumping jacks	GROSS MOTOR – Stretch and hopscotch	GROSS MOTOR – Stretch and red light green light
Small Groups	Encourage students to rotate& explore- All Centers Open				
Gross Motor/Outdoor play HPD-4 HPD 5	Take children on a nature walk or walk around the school. Also, take a tour of playground and discuss/model safe play. Ask each student where he or she is going to play today, students can show or tell the teacher where they would like to play.				
Lunch	The teacher and students will discuss classroom concerns. The teacher will model and students will demonstrate the skill of the week. For example, pretend to run fast on slow, or fan yourself to pretend to be hot and shiver to pretend to be cold...have fun				
Nap Time	Students who are not sleeping have the choice to engage in quiet games, books of puzzles of choice.				
Snack Time Review Concepts	Students will eat healthy snacks... The teacher will cheering students on, Did we__ today?				
Free Choice Centers	For Open Centers See Day Care Guidance Due to Covid 19 Safety				
PM Whole Group	Students choose a book to read, students will be prompted to say what they see on the pages as a form of retelling what happened. Review Concepts as needed.				
Gross Motor/Outdoor play	Free Choice and safe procedures are being demonstrated by teachers.				

Due to COVID-19, there is social distancing and some play areas closed until further notice

Activity Planning Form for School Age Children: Week 1- Farm Animals

Week of: _____ **Teacher:** _____

Ages: 5-12 years old

TOPIC	Monday	Tuesday	Wednesday	Thursday	Friday
Group Time (TD)	Group Discussion on topic of choice or current event	Group Discussion on topic of choice or current event	Group Discussion on topic of choice or current event	Group Discussion on topic of choice or current event	Group Discussion on topic of choice or current event
Activity Option #1 / Category (SD)	HOMEWORK	HOMEWORK	HOMEWORK	HOMEWORK	HOMEWORK
Activity Option #2 / Category (SD)	Choice of Center play or table tops, (all centers open)	Choice of Center play or table tops, (all centers open)	Choice of Center play or table tops, (all centers open)	Choice of Center play or table tops, (all centers open)	Choice of Center play or table tops, (all centers open)
Activity Option #3 / Category	Free Play outside: Hula Hoops, Balls Sand play, Sack Race, Frisbees	Free Play outside: Hula Hoops, Balls Sand play, Sack Race, Frisbees	Free Play outside: Hula Hoops, Balls Sand play, Sack Race, Frisbees	Free Play outside: Hula Hoops, Balls Sand play, Sack Race, Frisbees	Free Play outside: Hula Hoops, Balls Sand play, Sack Race, Frisbees
Activity Option #4 / Category	 <p>Read Aloud- Do Choral reading (students can take turns reading the story)</p>	Students can journal and draw and work on projects about their favorite farm animal. Draw a picture or glue a picture and add 3 details (name of animal, what it eats and 1 fun fact).	Continue to work on projects to present on Friday.	CRAFT DAY Students can create a paper plate farm animal.	Students can create a mural using construction paper to make a barn, color/cut/glue animals to make a mural. PRESENT PROJECTS

Due to COVID-19, there is social distancing and some play areas closed until further notice

Read Aloud	Craft/Activity	Mural
<p>Week 1</p>  <p>The image shows the cover of a National Geographic Kids book titled 'Farm Animals'. It features two small yellow chicks on a green background. The text 'NATIONAL GEOGRAPHIC KIDS' is at the top, and 'LOOK LEARN' is at the bottom left.</p>	<p>Choose a farm animal</p>  <p>A collection of 15 colorful farm animal cutouts arranged in a grid. The animals include a cow, pig, elephant, rabbit, zebra, pig with a party hat, bear, giraffe, lion, leopard, tiger, dog, and another lion.</p>	 <p>The image shows a 'Farm animals' activity sheet from Scholastic. It includes a red barn cutout and several farm animal cutouts (horse, cow, pig, sheep, chicken, and another cow) with dashed lines for cutting. The text 'Farm animals' and 'Cut out the animals and place them in the field showing their names' is visible. A small 'PLUS! Sticker' logo is also present.</p> <p>Glue barn to construction paper with animals. Students will color and cut out to make a mural</p>

4. Workforce capacity and qualifications of provider

Upon selection provider will offer current vendors staff an employment offers, to ensure a smooth transition and continuation of childcare to the greatest extent possible.

All classrooms will meet NCDCDEE staff to child ratios. Daily staff will consist of an On-Site Administrator (director), assistant administrator, a lead teacher for each class room, teacher's aides and support Staff (van drivers, cook).

Provider administrator shall be at least 21 years of age, shall have the North Carolina Early Childhood Administration Credential or its equivalent as determined by the Department.

All lead teachers shall have at least a North Carolina Early Childhood Credential or its equivalent as determined by the Department.

Lead teachers shall be enrolled in the North Carolina Early Childhood Credential coursework or its equivalent as determined by the Department within six months after becoming employed as a lead teacher or within six months after this act becomes law, whichever is later, and shall complete the credential or its equivalent within 18 months after enrollment.

5. Communication and partnership plan with Cumberland County Government and staff member assigned for overall monitoring and compliance.

Chapmans Management Company will work in tandem with Cumberland County Government, staff member assigned for overall monitoring and compliance.

Provider will communicate with County on a regular basis regarding any inspections from licensing agencies.

Provider will be in contact the County in a timely manner to obtain necessary repairs to equipment and/or facilities that are the responsibility of the County.

The provider director and contract manager will have frequent communication and engagement to discuss shared solutions, protocols, for overall monitoring and compliance support addressing

- The physical environment (e.g., fire and building safety, indoor and outdoor learning environment),
- People (e.g., staff characteristics, family or child eligibility, ratios of children to adults),
- Practices (e.g., caregiver- or teacher-child interaction, adequate supervision),
- Policies (e.g., written contracts with families, provisions for children with special needs),

6. A plan for quarterly site visits and monitoring by Cumberland County Government and by NC-DCDEE.

Provider will comply with all State laws, federal laws and local ordinances that pertain to child health, safety, and welfare at all time. We will follow the NC-DCDEE Monitoring

requirements for Child Care Centers and conduct monthly internal audits to insure we are in compliance with these requirements.

Provider shall inform the County of any Child Protective Services reports within 24 hours of notification via completion of an incident report.

Provider will notify the County via an incident report of any injuries to a child either upon presentation to the facility or that occurs while at the facility.

Provider will submit proof of compliance with all local, state and/or federal building, zoning, fire, safety, and health codes for the current fiscal year. Copies of inspections certificates will be on file at the childcare facility for inspections by the County.

Provider will ensure they maintain all inspection records and have them available to the County at all times.

Monitoring Requirements for Child Care Centers

Visit Types	Required Sections to Monitor	Total Minimum Number of points that can be calculated for compliance history for each visit type.
Annual Compliance Full Annual Compliance with Rated License	All	100 points
Annual Compliance Follow-up Unannounced Visit Follow-up Complaint Follow-up	Supervision Staff Child Ratio Adequate/Approved Space Permit Restrictions	21 points
Annual Compliance w/ Differential Monitoring	Supervision Staff Child Ratio CPR First Aid Special Training Storage of Hazardous Substances Storage of Medication General Safety Adequate Approved/Space Staff Records Program Records License Posted Permit Restrictions	51 points
Rated License Assessment Routine Unannounced Admin Action Follow-up Licensing	Supervision Staff Child Ratio CPR First Aid Special Training Storage of Hazardous Substances Storage of Medication Adequate Approved/Space Staff Records Program Records License Posted Permit Restrictions	48 points
Admin Action Follow-up A/N	Supervision Staff Child Ratio Adequate/Approved Space License Posted Permit Restrictions	24 points
Temporary Time Period Other ERS	Varies	N/A
Prelicensing Consultation T/A Training Attempted Visit Courtesy Visit Letter of Intent	N/A	N/A

7. A plan for consistency and continuity of service for enrolled students during the transition phase.

All transitions will be planned with sensitivity to each child's needs.

We will work to develop strong family-staff relationships through frequent sharing of information and goals. We aim to develop strong connections between each child's home and the service to help ease transitions into new or different settings or routines.

We will maintain continuity of relationships and carefully plan all introductions to new settings, routines and experiences for the children to help ease any anxiety they may have associated with change.

We will:

- Consider transitions from the perspective of the developmental needs of each child and their family.
- Build partnerships with families to support the development of responsive, respectful relationships among children and staff.
- Individualize routines and practices to support each child's needs, temperament, family preferences, culture and language.
- Use routines and transitions as opportunities to promote children's development.
- Plan for transitions and placements that provide consistency and continuity for children and their families.

Evaluate the quality and effectiveness of transitions using various means, including feedback from families.

- Assist parents in becoming advocates as they make the transition with their children both into the service from home or from other childcare settings (e.g. childminder) and from this service to other childcare settings or to school.
- Ensure the most appropriate environment and services following participation in this service by beginning transition planning as soon as possible prior to the child's move.
- Provide any relevant information (with the parents permission) about the children that is helpful in ensuring a successful transition from this service to other settings.

8. Information on how the provider will collect data on customer satisfaction regarding the facility and services and attendance. The provider will be expected to comply with metrics and requirements for reporting outcomes and submitting needed data.

Provider will comply with metrics and requirements for reporting outcomes and submitting needed data to the Cumberland County.

Monthly satisfaction surveys will be giving to parents and or guardians via bright wheel; regarding the facility services and attendance.

9. Information on how the provider reports attendance and contacts parents.

Provider will report attendance on the NC-DCDEE attendance report for children form, NC Fast provider portal, Childcare aware attendance form, CFCP meal count portal, and Bright wheel, and Required Cumberland Count Form(s).

Provider will contact parents via direct message through Bright wheel, phone call and/or email.

10. A copy of the provider's proposed budget for operations and methods of budget management.

Item	Description	Number of Children	Price	Annual Total
Child Care	Infants/Toddlers	40	\$971	\$466,080
	Two Year Olds	42	\$814	\$410,256
	3-5 Year Olds	21	\$795	\$200,340
	School Age	33	\$643	\$254,628
CFCP				\$20,400
Total				\$1,351,704
Expenses		Number of Staff		Total for year
Salaries	Director	1		\$38,400
	Administrative Assistant	1		\$30,720
	Lead Teacher	6		\$172,800
	Assistant Teacher	6		\$80,000,
	Cook	1		\$23,000
	Van Driver	3		\$30,000
	FICA tax			\$29,513
	Unemployment Tax			\$13,800.00
	Benefits			\$67,000.00
	Training/staff development			\$8,00.00
Administrative				
	Insurance			\$22,400

	Food			\$45,000.00
	paper, paint, etc.			\$10,000.00
	cleaning, first aid, etc.			\$5,000.00
	subscriptions			\$1,600.00
	Professional services			\$6,720.00
Total				\$583,953

Provider be using Quick Books online for our budget management.

11. Information regarding any partnerships that would be developed to support operations.

By working in partnership with other entities throughout our community, we hope to be more effective and efficient in coordinating a mixed delivery of services helping children with a variety needs. Families will be giving information on community resources to support children and access to services that be offered onsite while their child is in attendance.

Partnerships that would be developed to support operations include but not limited to:

- Partnership for Children of Cumberland County
- Local Department of Social Services
- Child Care Aware
- Speech, occupational and physical therapies
- Cumberland County
- The City of Fayetteville

C. COST TO EMPLOYEES

Provider must submit any proposed costs that may be incurred by Cumberland County Government employees who have children enrolled in the center, including but not limited to: tuition, activity fees and parent fees using ***Attachment C: Proposal Cost***. Cost shall be all inclusive. **Exclude all sales tax from your proposal.** If discount is available for prompt payment, identify terms so it may be considered in analyzing proposal.

D. WORK PLAN – THOROUGHNESS AND DETAIL

Provider shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Provider proposes to staff the work.

Chapmans Management Company is Private, for-profit S-corporation; incorporated in the State of North Carolina. We operate under a traditional business structure, with employees reporting to a middle manager or supervisor, who in turn reports to upper management.

Director

- Supervising Staff.
- Hiring, training, and providing professional development opportunities for staff.
- Establishing policies and communicating them to staff, parents, and stakeholders.
- Supervise and evaluate teachers, mentoring and training.
- Point of contact between our center the state, county and local agencies.
- Establish, check and revise the curriculum.

Administrative Assistant

- Assist the director with planning, managing, marketing, and directing the center.
- Answering phones, providing information, and taking messages

Lead Teacher

- Implanting daily, weekly, and monthly lesson plans and activities.
- Provide feedback to parents and supervisors

Assistant Teacher

- Review learning material with students
- Supervising students in class
- Assist lead teachers prepare for lessons

Cook

- Preparing all meals and snacks.
- CFCP point of contact
- Make weekly food orders and maintain a clean and organized kitchen.

Van Driver

- Transport kids to and from home, school or field trips

E. DEMONSTRATED UNDERSTANDING AND CAPACITY

1. A plan for utilization of classrooms and ages to be served in each room.

To ensure a smooth transition and continuation of childcare to the greatest extent possible. Provider will utilize the current provider plan for utilization of classrooms and ages to be served in each room as outlined in Attachment 2; in Proposal Number: RFP #25-36-ADM II Childcare Center Operator.

Provider will ensure they maintain environment and equipment in a manner conducive to the children's health, safety, comfort, and development (physical, social, emotional, and cognitive needs).

Space # 6 will utilized for NC Pre-K.

[illegible]

SCALE: 1/8"=1'-0"

2) Generalized information and draft budget on items to be purchased for furniture for each classroom, kitchen equipment, technology needs, and playground needs.

Provider understands the classrooms have been furnished with age-appropriate furniture, including cribs/cots, tables, chairs, changing tables (where necessary) as well as toys and books, the central classroom has been equipped with tables, sensory interactive wall panels, a sand and water table, and flexible shelving, phones, and other items.

kitchen equipment	\$2,000.00
Playground Needs	\$3,500.00
Technology needs	\$1,500.00

3. A communication plan for closures, to include parents and Cumberland County Government offices as needed.

Provider will remain open when Cumberland County Government is open and will work with County in advance of any possible unscheduled closures.

Parents will be informed in Bright Wheel, phone call and email; 24 hours in advance of any possible unscheduled closures. Cumberland County Government will be informed via phone call and email 24 hours in advance of any possible unscheduled closures.

F. UNDERSTANDING OF CHILDCARE STAR RATING SYSTEM

1. Demonstrated understanding of NC-DCDEE Star rating system.

The North Carolina Division of Child Development and Early Education (DCDEE) awards the Star Rated License to child care centers, family child care homes, and school-age programs based upon total points earned in two areas: (1) Program Standards and (2) Staff Education Standards. Program Standards points are awarded as child care programs meet basic licensing, enhanced standards, and ratio requirements.

A One Star means the program meets North Carolina's minimum child care requirements. A Five Star license means a program meets the voluntary enhanced standards required for the highest star level.

2. Determination of Star Rating applying for.

Provider will be applying for a 5-star rating. Provider is currently in the 2nd stage(Recognized) of 3 stages (Accredited); from becoming an accredited organization with The National Association for the Education of Young Children (NAEYC). Program ID: 933857

Providers will be adding this location to our organizations National Association for the Education of Young Children (NAEYC) accreditation.

Once our accreditation process is completed and results submitted to providers DCDEE consultant; provider will be granted a 5 star rating.

Early Learning Quality Assessment & Accreditation

RECOGNITION



Documentation Review:

Focuses on identifying key policy components and baseline practices upon which high-quality early learning experiences and environments can be built.



New Cost Breakdown:

- Application Fee: \$400 for all program sizes
- Annual Renewal Fee: \$400 for all program sizes



No required site visit

1

One-year term, renewable annually

Recognition is an entry point for programs interested in building a high-quality care and learning environment. Recognition will be awarded based on document review. Programs must first achieve Recognition to move forward to Accreditation.

ACCREDITATION



Documentation Review:

Streamlined content inclusive of both document-based and observation-based items that demonstrates policies, structures and practices necessary for a high-quality care and learning environment.



New Cost Breakdown:

- Application Fee: \$650 - \$1550 based on program size
- Annual Fee: \$650 - \$1550 based on program size



Potential for a random site visit

5

Five-year term, annual reporting required

The ideal level of achievement that demonstrates a program's commitment to high-quality early childhood education. Accreditation decisions are initially granted based on document review. Programs that successfully achieved Accreditation status will be subject to random site visits where the program will be assessed for the Accreditation Observation Assessment Items.

ACCREDITATION +



Documentation Review:

Same requirements as Accreditation with increased accountability protocols.



New Cost Breakdown:

- Site Visit Fee: \$1750 - \$4000 based on program size
- Annual Fee: \$650 - \$1550 based on program size



Guaranteed site visit with potential for an additional random site visit

5

Five-year term, annual reporting required

The optional next level for programs seeking increased accountability due to state or local requirements, or personal goals.

3. Payment information, including information on the provider's acceptance of NC Child subsidy and how the provider will work with the County and the Department of Social Services for those eligible for subsidy, and information regarding the provider's acceptance of private pay for services.

Provider will accept all DSS Childcare Subsidies, participate in the Military Childcare In Your Neighborhood-PLUS program. and accept private pay as forms of payment for services.

Provider do not accept cash, check, money orders or credit card payments as a form of payments for services from parents. All payments are required to made via Bright Wheel; either monthly or Bi weekly.

We are and will continue to work with the County and the Department of Social Services for those eligible for subsidy. Child Care Aware Provider ID: 9012385

G. QUESTIONS TO THE PROVIDER

Provider shall respond to each of the following questions. Providers are requested to keep responses straightforward and to the point and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

1. Are you currently operating a childcare center in Cumberland County? Yes

2. Will you be able to provide transportation to any nearby schools? Yes

3. Do you anticipate offering non-traditional hours of operation? Yes

4. Do you anticipate offering drop-in childcare? Yes

5. Describe your plan for continuation of operations during events including but not limited to adverse weather and school closures.

Provider will be closed during adverse weather due to safety concerns and protocols. We will be open during most school closures excluding Federal holidays.

ATTACHMENT A: INSTRUCTIONS TO PROVIDERS

1. **READ, REVIEW AND COMPLY:** It shall be the Provider's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Providers or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Provider's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the proposal are printed double-sided.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFP and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Provider in preparing or submitting offers are the Provider's sole responsibility; the County of Cumberland will not reimburse any Provider for any costs incurred.
10. **PROVIDER'S REPRESENTATIVE:** Each Provider shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

If the Provider proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the proposal.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The Provider shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.
12. **INSPECTION AT PROVIDER'S SITE:** The County reserves the right to inspect, at a reasonable time, the

equipment/item, plant or other facilities of a prospective Provider prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

13. **AFFIRMATIVE ACTION**: The Provider will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
14. **PROVIDER REGISTRATION**: Providers are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that Provider information is available for future opportunities. New vendors can register by visiting the following URL: <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx>.

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ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned Provider offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned Provider 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 Provider 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 Providers 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 Providers 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.

☒

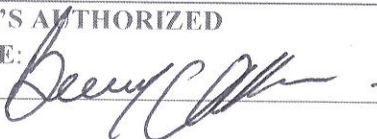
The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

☒

Selection of a contract represents a preliminary determination as to the qualifications of the Provider. Provider 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. Provider agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

PROVIDER: Chapmans Management Company		
STREET ADDRESS: 918 Hope Mills Road	P.O. BOX:	ZIP: 28304
CITY & COUNTY & ZIP: Fayetteville Cumberland 28304	TELEPHONE NUMBER: 910-339-4987	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO PROVIDERS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF PROVIDER: Barsheem Chapman Board Chairman		FAX NUMBER: 910-230-5608
PROVIDER'S AUTHORIZED SIGNATURE: 	DATE: 5/15/25	EMAIL: bc@chapmansmanagementco.com

ATTACHMENT C: PROPOSAL COST

Tuition

Infants/Toddlers	Two Year Olds	3-5 Year Olds	School Age
Weekly: \$ <u>242.45</u>	Weekly: \$ <u>203.50</u>	Weekly: \$ <u>198.75</u>	Weekly: \$ <u>160.75</u>
Monthly: \$ <u>971</u>	Monthly: \$ <u>814</u>	Monthly: \$ <u>795</u>	Monthly: \$ <u>643</u>

Registration Fee

\$ 50.00

Activity Fee(s)

\$ 100.00

Parent Fee(s)

\$ 0.00

Late Payment Fee

\$ 10.00 When are payments due? Saturday by 12a.m.

Late Pick-Up Fee

\$ 10.00 What time must children be picked up by? 20 minutes after scheduled pickup time

Below the Provider can include any additional fees that have not been listed above:

Transportation Fee: \$25.00 per week, per family

10% Multi Family Discount

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Provider: Chapmans Management Comapany

The undersigned hereby certifies that: [check all applicable boxes]

☒ The Provider is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: n/a

☒ The Provider has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☒ The Provider is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

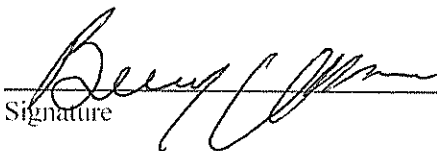
☒ The Provider is not the subject of any current litigation or findings of noncompliance under federal or County law.

☒ The Provider has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

☒ He or she is authorized to make the foregoing statements on behalf of the Provider.

Note: This is a continuing certification and Provider shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Provider shall explain the reason in the space below:


Signature

5/15/25

Date

Barsheem Chapman

Board Chairman

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the Provider]



PUBLIC LIBRARY AND INFORMATION CENTER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: FAITH PHILLIPS, ASSISTANT COUNTY MANAGER/ LIBRARY
DIRECTOR**

DATE: 6/16/2025

SUBJECT: APPROVAL OF LIBRARY BOARD OF TRUSTEE BY-LAW REVISION

BACKGROUND

On April 17, 2025, the Library Board of Trustees voted to approve the attached changes to the Library Board of Trustees By-Laws and to send them for Board of Commissioners approval. Changes are highlighted in the attached document and are proposed as a result of switching meetings from a monthly schedule to a quarterly schedule.

The attached By-Law changes were approved at the June 5, 2025 Board of Commissioners Policy Committee meeting and recommended to the consent agenda for the June 16, 2025 Board of Commissioners regular meeting.

RECOMMENDATION / PROPOSED ACTION

Approve the proposed Library Board of Trustee By-Law changes.

ATTACHMENTS:

Description	Type
Proposed Library BOT By-Law Changes	Backup Material
Library BOT Minutes	Backup Material

BY-LAWS
BOARD OF TRUSTEES
CUMBERLAND COUNTY PUBLIC LIBRARY

ARTICLE I

MEMBERS

The Board of Trustees shall be reviewed by the Board of Trustee nominating committee and recommended for appointment by the Board of County Commissioners (BOCC) and shall be seven (7) in number and shall serve three-year, staggered terms. Trustees should be representative of the geography and demographics of the county. Vacancies on the Board of Trustees are to be filled by implementing the Board of Trustee nominating committee process to provide recommendations for appointment by the Board of County Commissioners for the unexpired term of the member creating the vacancy. The Board of Trustees shall submit recommendations to the County Commissioners for appointment to each vacancy according to the procedure in Article III.

A vacancy shall be deemed to exist on the Library Board whenever a member of the Board misses attendance at three consecutive regularly scheduled monthly meetings unless the Board shall determine that these absences are excused.

Excused absences will be accepted when the Board member notifies the Library Administrative office or another Board member before the meeting that they cannot attend due to urgent personal or family illness or unexpected travel. For purposes of planning the meetings, it is requested that, when possible, Board Members supply at least a forty-eight (48) hour notice to the Board Chair and Library Leadership of the absence.

A total of **five two** absences at regularly scheduled meetings during a calendar year for any **reason unexcused absence** will automatically create a vacancy on the Board that must be filled. However, the Board Chair can call a special meeting of the Nominating Committee to review recommendations for any exception considerations.

Library employees and spouses of library employees are not eligible to serve on the Library Board of Trustees.

ARTICLE II

OFFICERS

1. The officers of the Board of Trustees of the Cumberland County Public Library shall be a Chair, Vice Chair, Secretary and such other officers as it may deem necessary, either from the Board of Trustees or from the employees of the Library System.
2. The following officers, who shall be members of the Board of Trustees, shall be elected at the regular meeting in **November October** and officers shall serve for a term of one year and no more than two consecutive terms:

The Chair, who shall preside at all meetings and shall have the usual power of a presiding officer;

The Vice Chair, who shall act as Chair in the absence or disability of the Chair.

The Secretary, who shall hold office at the pleasure of the Board of Trustees. It is suggested that the Director of Libraries be the Secretary and that the Director, or the Director's designee, shall keep a true and accurate account of all proceedings of the Board meetings. The Secretary, or the Secretary's designee, shall issue notice of all regular meetings and upon the authorization of the Chair, of special meetings; shall have custody of the minutes and other records of the Board. The Secretary, or the Secretary's designee, shall notify the Chairman of the Board of County Commissioners through the County Deputy Clerk to the BOCC of any vacancies on the Board.

ARTICLE III

COMMITTEES

There are two types of Library Board of Trustees committees: standing committees and *ad hoc* committees.

The standing committee is permanent and the Chair of the Library Board of Trustees appoints the members annually at the January board meeting. The Library Board has one (1) standing committee, the Trustee Nominating Committee.

An *ad hoc* committee is formed when the Chair of the Library Board deems it necessary and designates its purpose. It may be dissolved upon the completion of its tasks or at the pleasure of the Board.

The Chair of the Library Board of Trustees shall appoint all committee members. Vacancies on committees (*ad hoc* and nominating) may be filled by the Chair at any time.

All committees (*ad hoc* and nominating) of the Library Board of Trustees shall be composed of no fewer than three (3) Trustees or another suitable number sufficient to accomplish the charge of the committee as determined by the Board Chair.

All formal actions by Library Board of Trustee committees (*ad hoc* and nominating) are recorded in written minutes of committee meetings and include the exact wording of each motion and the result of each vote.

The Chair of the Library Board shall be an ex officio member of all Library Board of Trustees committees (*ad hoc* and nominating). The Library Board Chair, as an ex officio committee member, shall not be counted as one of the four committee members, nor shall the Library Board Chair be counted to determine a quorum. However, the Library Board Chair shall have a vote if in attendance at a committee meeting.

COMMITTEE QUORUM: A committee quorum is defined as a majority of the committee. The Library Board Chair is not counted toward determining a committee quorum.

THE TRUSTEE NOMINATING COMMITTEE: The Trustee Nominating Committee has two duties – it makes nominations as needed to fill board vacancies, and it recommends a slate of officers for election yearly at the **November October** regular meeting of the Library Board of Trustees.

Nominations for Board Vacancies: A Trustee vacancy occurs when a trustee completes two consecutive 3-year terms and is ineligible for reappointment (for a minimum of one (1) year). A vacancy can also occur unexpectedly anytime during the course of the year should a Trustee resign his or her appointment or be vacated by means of exceeding the maximum allowed absence of attendance at regular meetings requirement.

In order to fill Trustee vacancies, the Trustee Nominating Committee will review the written credentials of prospective candidates that they receive from other Trustees and other sources.

The Trustee Nominating Committee will present one recommendation for each upcoming Trustee vacancy at the next appropriate regular meeting (normally **September October**) for the full Library Board of Trustees consideration.

With the approval of the Library Board by majority vote, the Trustee Nominating Committee's recommendation(s) will be referred to the Board of County Commissioners for their consideration.

If the Library Board rejects the Nominating Committee's recommendation(s) by majority vote, the Board Chair will instruct the Chair of the Nominating Committee to make another recommendation for the Library Board's consideration at that time. This process will continue until a favorable vote has been secured for each anticipated vacancy.

Nominations for Officer Slate: The Trustee Nominating Committee recommends a Board of Trustees officer slate (Board Chair and Board Vice Chair) for election by the Board as a whole at their **November October** meeting. All Trustees are considered eligible for office. The Committee will poll all Library Board of Trustee members to ascertain their interest. Consideration will be given to a Trustee's longevity on the board, previous service as an officer, and willingness to serve.

ARTICLE IV

MEETINGS

The Board of Trustees shall meet quarterly, monthly starting in January, on the third Thursday at 9:05 a.m., (except the month of December when there is no schedule meeting). The meetings will be held at a location designated by annual resolution of the Library Board of Trustees. An exception can be made by the Board Chair upon request by Library Leadership when there are no items for the agenda.

Special meetings may be called by the Chair, or upon the written request of four members of the Board, for the transaction of business stated in the request. Notice of all meetings shall be given by the Secretary, or the Secretary's designee, to all members at least three days in advance.

Meeting dates may be changed for sufficient and not arbitrary reasons. Any date changes must be presented to and voted on by the Board of Trustees with a clear majority in agreement of the change.

QUORUM: A quorum for the transaction of business shall consist of four members of the Board.

To conduct their business, the Library Board of Trustees shall follow the guidelines suggested in the UNC-CH Institute of Government's publication, *Suggested Rules of Procedure for Small Local Government Boards*.

PLACING AN ITEM ON THE LIBRARY BOARD OF TRUSTEES MEETING AGENDA:

1. Any party may submit a written request through the Library Director to appear before the Library Board of Trustees. This written request must include the topic, purpose, necessary background information to understand the issue and what action they wish the Library Board of Trustees to take, if any.

This written request must be received by the Library Director no later than ten (10) calendar days before the next regularly scheduled Library Board meeting in order for it to be placed on the meeting agenda as an item under "New Business."

On receipt of the written request, the Library Administrative Office will call the party to confirm the request and verify the Board meeting details.

The party may speak for an amount of time sufficient to cover the topic as established by the Library Director prior to the Board meeting. A party's speaking time may be extended by a majority vote of the Board.

The vote of the majority of the Board (assuming a quorum is present) is considered final.

2. Appeals of decisions or rulings by the Library Director must follow the following process. After receiving a written response from the Library Director concerning a Library policy or complaint, a party may appeal the decision of the Library Director to the Library Board of Trustees by following the procedures outlined above.

Library staff may not appeal decisions of the Library Director to the Library Board of Trustees. Library staff must use Cumberland County Personnel grievance policies and procedures detailed in the Ordinances of Cumberland County Government.

ARTICLE V

LIBRARY DIRECTOR

The Director of Libraries shall be the executive officer of the Library system and shall have general supervision and the responsibility of the libraries under the direction of the County Manager and reviewed by the Board of Trustees.

The Director of Libraries shall be responsible for the physical plants and equipment, and for the employment and direction of the staff, for the library services to the public, and for operation of the libraries under the financial condition set forth in the annual budget. The Director of Libraries shall attend all Board meetings except those at which his or her appointment or salary is to be discussed.

ARTICLE VI

ORDER OF BUSINESS

The order of business at the regular meetings shall follow the outline as suggested below:

- I. CALL TO ORDER
- II. APPROVAL OF AGENDA
- III. APPROVAL OF MEETING MINUTES
- IV. DIRECTOR'S REPORT
- V. OLD BUSINESS
- VI. NEW BUSINESS
- VII. ADJOURNMENT

ARTICLE VII

AMENDMENTS

These By-Laws may be amended at any regular meeting of the Board with a quorum present, by an affirmative vote of at least four Board members present, provided the amendment was stated in the call for the meeting.

CUMBERLAND COUNTY PUBLIC LIBRARY

MINUTES LIBRARY BOARD OF TRUSTEE MEETING APRIL 17, 2025

I. CALL TO ORDER

Chair Dennis Cedzo called the regular meeting of the Library Board of Trustees to order at 9:05 a.m. on Thursday, April 17, 2025 in the Boardroom at the Headquarters library.

Trustees Present: Chair Dennis Cedzo, Vice Chair Ann McRae, David Breece, Daniel Montoya, Gloria Nelson, Rebecca Pedigo and Pamela Story

Present from the Library: Assistant County Manager & Library Director Faith Phillips (Webex), Library Deputy Director Heather Hall, Senior Division Manager for Collection Development & Circulation Pamela Kource, Division Manager for Programs Carla Brooks, Community Engagement Division Manager Kohnnee Harmon, service award recipients (see table below) and the Director's Executive Assistant Marili Melchionne

A. INTRODUCTION OF SPECIAL GUEST: Chair Cedzo introduced Friends of the Library East Regional branch representative Julie Zaha who gave the following report on behalf of the board:

- ✓ There are now 341 Friends members for 2025.
- ✓ The next Friends of the Library Board Meeting is May 6th and Gloria Nelson has signed up to attend on behalf of the Trustees.
- ✓ Upcoming Book Sales – May 12th is the next Member's sale, and the public sales begin Friday, May 16th thru Sunday, May 18th.

II. APPROVAL OF TODAY'S MEETING AGENDA

MOTION: Vice Chair McRae moved to approve today's meeting agenda.

SECOND: Trustee Nelson seconded the motion.

DISCUSSION: None

VOTE: Approved unanimously.

III. APPROVAL OF THE JANUARY 16, 2025 REGULAR TRUSTEE MEETING MINUTES

MOTION: Trustee Nelson moved to approve the January 16, 2025 meeting minutes.

SECOND: Trustee Montoya seconded the motion.

DISCUSSION: None

VOTE: Approved unanimously.

IV. LIBRARY DIRECTOR'S REPORT – Presented by Library Deputy Director Heather Hall

A. Director's Update:

Library Deputy Director Hall updated the group on the following items:

1. Library Director Recruitment – The library director's position is posted and the team are actively recruiting to fill the position. Developmental Associates from Raleigh, NC have been contracted for the recruitment process. Applications will be accepted thru April 20th. May 20-21 will be skills assessments for chosen candidates. Anticipated start date for the new Director is July 1, 2025.
2. Assistant County Manager Sally Shutt will be retiring July 1, 2025 and Phillips is learning everything she can from the most senior assistant county manager.
3. The library has adopted a new process "Spark Hire" for recruiting staff for the library. This is a product that Cumberland County purchased. *Spark Hire* is a one-way video platform. All supervisors have been trained on *Spark Hire* and are currently using the platform.

4. IMLS (Institute of Museum & Library services) funding: Updates are being monitored closely with from the state regarding IMLS funding – particularly through the LSTA (Library Science & Technology Act) grants. Those are grants that are disbursed through the State Library to libraries through the application process. Currently we have active LSTA grants and those will continue to be funded through the end of the fiscal year. Right now the library has 3 submitted grants that are pending – we won't hear until May if they have been awarded. One is an artist in residence program. One is a learn through play initiative which would allow for some more high quality museum interactives in the libraries, i.e., play kitchens that can survive very extreme use by children. Some outside percussive instruments at Headquarters library. A giant (10 foot) Battleship game that lights up which we can take with us to teach algebra and strategic thinking. It will engage children, youth, families and people of all ages.

We have another EZ grant where we are trying to create a community resource hub which would be located upstairs at Headquarters library. We have the space on the first floor which is enclosed in glass, those 2 rooms; last week a door was installed and now there are two rooms with 2 entrances/exits. The goal is to turn the larger room into a flexible programming/classroom space where service providers and library staff can provide programs and services. There can also be job training, the work that our community resource navigator has done to help people connect to services. He has learned what the top demands are and what people need the most help with. With his year of data collection, we can really use that space to help bring people in and connect them with resources.

The quiet study room will be turned into a semi-private consultation space with three personalized booths that would allow for one-on-one consultations with Ray or outside vendors can use for mental health intake and assessments. Then our digital navigators, they can make one-on-one appointments with people to help them learn how to use their technology. As we've learned, we can provide people with technology but if they don't know how to use it, it's not very useful.

Our digital navigators have been going out into the community and they've been collecting data like what are people wanting/needing to learn the most. Once we get the funding and get the space up and running, we're going to alter our services to meet that model.

5. Miller's Brew @ Café West: The grand opening of Miller's Brew @ Café West was March 12th. The community really turned out. Miller's provides on the job training and work experience for people with intellectual and developmental disabilities. The existing café has been upgraded. The Café is open Tuesday through Friday from 7:30 to 4:00 and we have added them as a location under West Regional on our website.

Photos were shown of the Miller's Brew @ Café West Space

6. Another update is the new shelving and renovations/updates at Headquarters library. Photos were shown of the new shelving which is modern and updated. The adult services information desk has been moved and is more visible. The goal is to put a large monitor behind the desk to advertise programs and things going on. There is also a new quiet seating area near the new book display. On the first and second floor near the elevator are large banners to advertise the Local & State History room as a resource. On the first floor they have information in a glass display so people can go upstairs to see more of what the Local & State History department have to offer.

A picture was also shown of the area where printers/fax machines used to be – we now have created a designated eating area. There is a drink vending machine and tables/chairs for people to sit and eat. It provides a good space for people to come in, eat their meals and be able to engage with people. Through out the library, people are welcome to bring their snacks and lidded drinks; but for meals, people are using the designated areas and most people clean up after themselves.

A photo was shown of the a giant train table funded by the Friends of the Library which is now setup on the second floor. The table is 8 feet long and children can crawl under and stand in the middle of the table.

7. Mural at Headquarters Library: We are working on getting a mural installed at Headquarters. There was an article published in CityView yesterday. The library received \$26,500 grant from the NC Dept. of Natural and Cultural Resources to mark the nation's semi-quincentennial. The theme for the mural is "Visions of Freedom, a Gathering of Voices and Common Ground." On April 10th the BOCC gave preliminary approval to hire artist Max Dowdle of the NC Public Art firm in Hillsborough. The mural project is scheduled for final approval at the BOCC April 21st meeting. Photos were shown of Mr. Dowdle's previous artwork; "Chartering Depths in the Sea of Knowledge @ UNC Institute of Marine Sciences in Morehead City, NC. Another one is "Take the "A" Train, in honor of Billy Strayhorn – the first mural for Historic Downtown Hillsborough, NC.

Seven artists submitted proposals and they were reviewed by a panel; everyone one chose Mr. Dowdle's work. A photo was shown of the mural submitted by the winner who rendered a piece called "*Freedom in Cumberland*". There is imagery representing the 60's desegregation protest marchers. There's books on it, none of the other submissions had books on them. Also depicted is Marquis de Lafayette of France, an American Revolution War General, who Fayetteville is named after. Then there is Charles Chestnut, a prominent African American author and whose father, Andrew Chestnut was the founder of Fayetteville State University FSU. The third Lewis S. Leary was a free Black man from Fayetteville who in 1859 participated in an anti-slavery raid led by abolitionist John Brown of a federal Arsenal in Harpers Ferry, Virginia. Harpers Ferry is now West Virginia.

One thing that stood out about this artist is his proposal (no one else suggested this) is that he wants to involve community engagement work. He wants to have the kids come out and do programs, paint days, have them involved in the actual mural creation. That is a complete mission for the library to engage our residents to make them aware and get them invested in life-long learning.

8. Board of County Commissioners restructuring and re-evaluating the boards and commissioners appointment process. Currently, the Board of County Commissioners is re-evaluating the appointment process for boards and commissions. More information will be provided at a later date.

V. OLD BUSINESS:

A. Proposed By-Law Revisions to submit to the Board of County Commissioners: Chair Dennis Cedzo

Cedzo shared that the modifications to the By-Laws is identifying October as our regular meeting. You'll recall that beginning last year we went from meeting once a month to having quarterly meetings. We want to set these up where the nominations and the officers will occur at the regular meeting scheduled for October. Under Article IV it stresses that the board shall meet quarterly starting in January, the third Thursday at 9:05 a.m. If we do that quarterly, there's no need to reference the month of December. Cedzo asked for any questions.

Vice Chair McRae mentioned that she noticed in the 4th paragraph on the first page, "A total of five absences at regularly scheduled meetings..." needs to be change if we are only having 4 meetings per year. The group discussed the options and the decision was to change the first line in the 4th paragraph to read: "A total of two absences at regularly scheduled meetings during a calendar year for any unexcused absence, will automatically create a vacancy on the Board that must be filled."

MOTION: Trustee Story moved to approve the proposed by-law changes discussed above to include all the changes highlighted in yellow.

SECOND: Trustee Pedigo seconded the motion.

DISCUSSION: None

VOTE: Approved unanimously.

VI. NEW BUSINESS

A. Branch Report – East Regional Library – Dawn Hall

Hall gave the following report:

East Regional's numbers from the previous fiscal year:

- 894 new library cards created.
- Over 60,000 materials checked out.
- Conference and meeting Rooms used 256 times.
- Over 50 programs for each age group (Children's, Teen, Adult).
- Program attendance increased from last year.
- Over 100 outreaches/outside programs:
 - ✓ Weekly outside story times
 - ✓ Twice a month visit senior center

PROGRAMMING:

Adults:

- East Regional Book Club has been meeting for 20 years, still gets new members.
- Senior Bingo has returned.
- New: EXPLORE Program for adults with disabilities: Beth had to add another session to accommodate interested groups.

Children – Story time continues to be well attended. (Shared photos and highlights).

Teens – Continue to do Fun Fridays every week. Added pop-up programs twice a week to keep teens engaged.

What's new at ERL?

- New Papercut system. Patrons like being able to use credit cards.
- New for adults: Coloring kits, mind games, checkers tables, charging stations, puzzle table.

- New for teens: Took down cubicles in teen room, added pool table and foosball table, added teen computers, magna tiles.
- New for children: Activity tree, chalk spinner, bubble wall, keva planks, kitchen, strawbees.

Looking ahead:

- Repurpose copier room and story time room.
- New ideas to engage teens.
- Looking at ways to continue to increase program attendance.
- New furniture.

B. Other Business: The next meeting will be July 17th. Because it's summer, I ask for all the board members to take a look at your schedule and if for some reason we're not going to be able to all attend that meeting, let us know and we'll coordinate for a different date.

VII. ADJOURNMENT

With no other business to discuss, Chair Cedzo adjourned the meeting at 10:14 a.m.



AMERICAN RESCUE PLAN

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, CHIEF OF STAFF

DATE: 6/12/2025

SUBJECT: APPROVAL OF COMMUNITY IMPACT GRANT RECOMMENDATION

BACKGROUND

Staff has reviewed applications from nonprofit organizations seeking financial assistance through Cumberland County's Community Impact Grant Program. Each applicant's eligibility to receive funding was verified based on demonstrated public purpose and fiscal responsibility. Staff is pleased to recommend funding approval for FY2026.

We received a total of 97 applications, requesting a combined \$3,199,518 in funding. To ensure fair distribution, the available \$1.5 million budget was allocated equally across the five categories, resulting in \$300,000 per category. Each organization was assigned to a category, evaluated, scored, and compared against other applicants within the category. Following comprehensive reviews, scoring, and risk assessments, staff recommended 69 organizations for approval.

At the May 19, 2025, Board of Commissioners Regular meeting, the Board approved 63 nonprofits for funding in the amount of \$1.38 million. Six nonprofits were sent back to the American Rescue Plan Committee for further review and consideration. These organizations were: The Village Outreach Corporation, Vision Resource Center, Southern CC, Inc., The Capitol Encore Academy, Cool Springs Downtown District, Inc. and GroundSwell Pictures, Inc.

At the June 2, 2025, American Rescue Plan Committee meeting, the Committee voted unanimously to recommend funding for the Vision Resource Center in the amount of \$10,000.

RECOMMENDATION / PROPOSED ACTION

Approval of the American Rescue Plan Committee's recommendation to award funding to the Vision Resource Center in the amount of \$10,000, for FY2026.



BUDGET AND PERFORMANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR

DATE: 6/16/2025

SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE JUNE 16, 2025 BOARD OF COMMISSIONERS' AGENDA

BACKGROUND

General Fund 101

1) Detention Center Health Program – Budget Ordinance Amendment B250049 to appropriate general fund balance in the amount of \$104,840

The Board is requested to approve Budget Ordinance Amendment B250049 to appropriate general fund balance in the amount of \$104,840. These funds will be used to pay Wellpath invoices that have come in over the budgeted amount for jail health services.

Please note this amendment requires appropriation of general fund balance.

2) Department of Social Services – Budget Ordinance Amendment B250181 to recognize revenue from Alliance Health in the amount of \$23,000

The Board is requested to approve Budget Ordinance Amendment B250181 to recognize revenue from Alliance Health in the amount of \$23,000. This recognition of funds are for the administrative expenses accrued from April to June 2025.

Please note this amendment requires no additional county funds.

Inmate Welfare Fund 207

3) Inmate Welfare – Budget Ordinance Amendment B250178 to appropriate Inmate Welfare fund

balance in the amount of \$75,000

The Board is requested to approve Budget Ordinance Amendment B250178 to appropriate Inmate Welfare fund balance in the amount of \$75,000. These funds will be used to purchase food for the Detention Center.

Please note this amendment requires appropriation of the Inmate Welfare fund balance.

Contingency Funds Report – General Fund 101

The County Manager approved the following use of contingency funds totaling \$89,000.

- Contingency funds in the amount of \$89,000 will be used to cover the Internal Revenue Service's invoice that was paid, the reimbursement to a juror for a parking ticket, and to pay the Hamm Consulting firm for the services rendered in June.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT MANAGER

DATE: 6/5/2025

**SUBJECT: APPROVAL OF CONTRACT AMENDMENT FOR GROUND MOSQUITO
CONTROL SERVICES STAND-BY CONTRACT**

BACKGROUND

In the event of a disaster, ground mosquito control services may be required to control an increase in the mosquito population. Stand-by contracts for these services are imperative to have in place as they allow the County to begin serving the community immediately following an event, rather than waiting for a bid process to be completed, as is mandated by the Federal Uniform Guidance Procurement Policy for Local Governments ("Uniform Guidelines"). No funding is currently tied to this contract as it is a stand-by contract, to be utilized in disaster events (such as a hurricane). In the event that services are required, a notice to proceed will be issued and a contract amendment will be executed to incorporate a "not to exceed" amount.

In November 2022, the bid award for IFB #23-2-CTY and contract were approved for Clarke Environmental Mosquito Management, Inc. based on lowest, responsive, responsible bidder standard of award. The contract included an escalation clause, allowing the contractor to increase prices by a percentage which shall not exceed the greater of the percentage increase of the consumer price index during the calendar year which immediately precedes the price increase date or five percent. The original contract term was through December 31, 2024 with the option to renew for two additional one-year terms. This contract amendment is to increase the rates and extend the contract through December 31, 2025.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend that the Board of Commissioners approve the contract amendment with Clarke Environmental Mosquito Management, Inc. to increase rates based on the increase of the consumer price index from the preceding calendar year and renew the contract for an additional one-year term ending on December 31, 2025.

ATTACHMENTS:

Description	Type
Clarke Environmental Mosquito Management, Inc. Contract Amendment	Backup Material

STATE OF NORTH CAROLINA

AMENDMENT #2 TO
SERVICE CONTRACT 2023375

COUNTY OF CUMBERLAND

This amendment to extend the Service Contract dated **November 28, 2022**, by and between **Clarke Environmental Mosquito Management Inc.** ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to extend the service contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective January 1, 2025, the COUNTY and the CONTRACTOR mutually agree to extend the aforementioned contract through December 31, 2025.
2. Effective January 1, 2025, the COUNTY and the CONTRACTOR mutually agree to the rate increase of 1.16%, rate per mile of \$58.64 to \$60.40, which does not exceed the greater of the percentage increase of the consumer price index during the calendar year which immediately precedes the price increase date or five percent (5%), as stated under "Section II, 3. Price Increases" in the original Service Contract dated November 28, 2022. The Proposed Price Increase document from Clarke Environmental Mosquito Management Inc. is included as Attachment A.
3. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

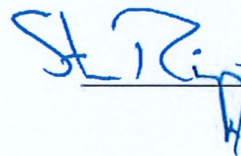
IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This the 18th day of December 2024.

Attest

**Clarke Environmental Mosquito
Management Inc.**

BY: 
Witness

 CFO
(title)

Attest

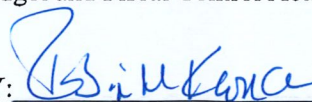
County of Cumberland

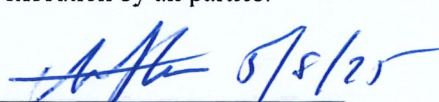
BY: _____
Witness

Kirk deViere
Cumberland County Board Chairman

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

Approved for Legal Sufficiency upon
formal execution by all parties:

BY: 
Finance Director

BY:  07/8/25
County Attorney's Office

Chemical Name	Total Application Rate per Mile *In Ounces*	Chemical Cost Per Mile	Vendor Application Fee Per Mile	Total Amount Billed to the County Per Mile (Chemical Per Mile Cost + Vendor Application Fee Per Mile)
Option 1: Duet	0.64 fl oz/acre	\$44.16/mile	\$37.08/mile	\$81.24/mile
Option 2: Duet	0.79 fl oz/acre	\$60.08/mile	\$37.08/mile	\$97.16/mile
Option 3: Biomist 3+15	1.00 fl oz/acre	\$23.32/mile	\$37.08/mile	\$60.40/mile
Option 4: Merus 3.0	0.74 fl oz/acre	\$115.07/mile	\$37.08/mile	\$152.15/mile



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT MANAGER

DATE: 6/5/2025

**SUBJECT: APPROVAL OF SOLE SOURCE PURCHASE OF AUTOMATIC LICENSE
PLATE READER SYSTEMS FOR SHERIFF'S OFFICE**

BACKGROUND

Funds in the amount of \$32,530.00 were appropriated in the Federal Drug Forfeiture Fund fiscal year 2025 budget to purchase and install two ELSAG automatic license plate reader (ALPR) systems for the Interstate Crime Enforcement Unit. This purchase includes two ELSAG Plate Hunter M8 3 camera systems, installation hardware, installation fee, operation center licenses, tech dispatch (Field Tech travel), and engineering unit – helpdesk (remote software installation). These ALPRs are critical in rapidly locating vehicles matching descriptions in Amber Alerts, missing person cases, and/or known drug trafficking operations or patterns. Interstates are major corridors for drug trafficking. By tracking vehicles across state lines, law enforcement can develop intelligence on drug distribution networks.

Leonardo US Cyber and Security Solutions, LLC is the sole provider of ELSAG ALPR systems and ELSAG ALPR systems are the only ALPR systems that connect to the Houston High Intensity Drug Trafficking Areas (HIDTA) ALPR network. The Houston HIDTA is recognized as the national LPR network and includes over 1.4 billion records with 2-year data retention, over 8,000 active law enforcement users, NCIC alerts with over 600 state/local hot lists, thousands of cameras in network, and integrated HIDTA BOLOS and DEA CAT 4 alerts. It is vital that the ALPR connects to HIDTA for unparalleled access to critical data. A quote has been submitted in the amount of \$32,530.00.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend utilizing the sole source bid exception for the purchase and installation of two ELSAG automatic license plate reader systems from Leonardo US Cyber and Security Solutions, LLC based on North Carolina General Statute 143-129 (e) (6) (ii), as a needed product is available from only one source of supply.

ATTACHMENTS:

Description

Sole Source Request Form

Sole Source Letter

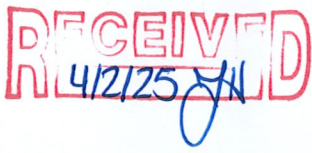
Quote

Type

Backup Material

Backup Material

Backup Material



Sole Source Request Form (Eff. 6/21/21)

Submit Completed Form to Purchasing

Date: 4/2/2025 Department: Sheriff's / Budget Office

1. Vendor Name (Legal Name): Leonardo U.S. Cyber & Security Solutions, LLC

****Important Note for Item #2:** Confirm all required budgetary processes are complete and the funds are available before submitting "Original Budget" means the funds were approved by the Board in the original adopted budget for the current fiscal year. If a budget revision was completed after the adopted budget please answer N (No), and provide the budget revision number OR if original budget and budget revision both apply answer accordingly**

2. Amount Budgeted for Purchase: \$32,530.00 Original Budget (Y/N): N or Budget Revision #: 250225

Budget Codes (The budget the purchase will be made from):

Org. 204422R Object Code: 522230 Project Code: _____

Additional Notes Regarding Budget: _____

3. Federal Funding (Y/N): Y

4. Detailed Description of Purchase (brand, what is the purchase, why is it being purchased, how is it used):

This request pertains to the procurement of two license plate reader (LPR) systems from Leonardo U.S. Cyber & Security Solutions, LLC. LPRs can be used to quickly identify vehicles matching descriptions provided in Amber Alerts or missing persons cases. This can be critical in rapidly locating endangered individuals. Interstates are major corridors for drug trafficking. LPRs can help identify vehicles associated with known drug trafficking operations or patterns. By tracking vehicles across state lines, law enforcement can develop intelligence on drug distribution networks.

5. Which General Statute Sole Source Standard Does this Request Meet?

- ☐ (1) Performance or price competition is not available. Explain Below.
- ☒ (2) Product is available from only one source. Explain Below.
- ☐ (3) Standardization or compatibility is the overriding consideration. Explain Below.

Explain the Selection Above (Why is this brand required, Why is this vendor required, Why is standardization Required, etc.).

The justification for this sole source procurement is predicated on the vendor's exclusive provision of an LPR network that integrates with the Houston High Intensity Drug Trafficking Areas (HIDTA) network. It is crucial to note that the Houston HIDTA network is recognized as the national LPR network, thereby offering unparalleled access to critical data.

6. Required Attachments:

- a. If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.
- b. Attach the quote submitted by the vendor for the purchase.

Recommended By: TERESA TYNDALL Tyndall EW
Department Head Signature

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By:

Jessica Hallender Date: 5/5/25

BOCC Meeting Date: 5/19/25 Deadline for Novus Entry: 5/18/25



Subject: Leonardo U.S. Cyber & Security Solutions, LLC / ELSAG ALPR Systems Sole Source Letter
From: Craig Duncan, ELSAG ALPR Systems Southern Regional Field Operations Manager
Date: March 31, 2025

To whom it may concern,

Leonardo, Inc. /ELSAG ALPR Systems is the sole provider of ELSAG ALPR systems. ELSAG ALPR Systems are the only ALPR systems that connect to the Houston HIDTA ALPR network. GSA contract #GS-07F-0004Y.

Please let me know if there are questions.

Respectfully,

Craig Duncan
Leonardo U.S. Cyber & Security Solutions, LLC / ELSAG ALPR Systems
Southern Regional Field Operations Manager
Craig.Duncan@elsag.com
(910)986-0596
4221 Tudor Lane
Greensboro, NC 27410

Selex ES Inc., a Leonardo Company
4221 Tudor Lane
Greensboro, NC 27410 USA
Tel +1 877 773 5724
Fax + 1 336 379 7164

7 Sutton Place
Brewster, NY 10509 USA
Tel +1 845 278 5425
info@leonardocompany-us.com



**Proud manufacturer of the ELSAG
portfolio of ALPR/ANPR solutions.**

Leonardo US Cyber and Security Solutions, LLC

Formerly Selex ES Inc. and Selex ES, LLC
4221 Tudor Lane, Greensboro, NC 27410
Tel: 1.877.773.5724 Fax: 1.336.379.7164
EIN: 98-0353098
SAM UEI: U2TTM1K22189
DUNS: 079386308

QUOTE

Prepared By: Craig Duncan craig.duncan@leonardocompany-us.com

Phone: (910) 986-0596

Please include the quote number on your purchase orders and email them to orders@leonardocompany-us.com for processing

Quote#: 31051

Quote Date: 12/26/2024

Funding Source:

Quote Expiry Date: 4/30/2025

Grant Details:

Rate Sheet: Base Price

Payment Method:

Terms: Refer to the Payment Terms in the Quote Offer Terms and Conditions.

All orders shipped FOB Greensboro

**Make checks payable to Leonardo US Cyber and Security Solutions, LLC or
Leonardo US C&SS, LLC.**

Contracts:

Comments: CUMBERLAND COSO NC M8 THREE CAM MOBILE LPR

ELSAG INSTALLATION

ONE TIME HIDTA EOC LICENSE

FREE FIRST YEAR WARRANTY INCLUDED

-Ongoing warranty after first free year \$1,845/system for FULL hardware/software warranty

OR \$500/system for remote helpdesk software only warranty.

Bill To:	Cumberland County Sheriff's Office-NC 131 Dick Street Fayetteville, NC 28301 United States	Ship To:	Cumberland County Sheriff's Office-NC 131 Dick Street Fayetteville, NC 28301
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Product Qty	Product/Service	Unit Price	Amount
2	140043 - ELSAG Plate HunterTM M8 - 3 Camera	\$13,500.00	\$27,000.00
	(4) 422101 - M8 Trunk Box - 2 CAM (4) 412149 - Opus Permanent Power Cable (2) 410917 - GPS Antenna (GlobalSat Style) (4) 410052 - Ethernet Cable Shielded 25 ft (2) 422113 - M8 Cam - 36FT, 735nm Left Hand (2) 413808 - Isolation Mounting Disk - M8 (2) 413963 - M8 Mount - U Bracket (2) 422131 - M8 Cam - 36FT, 735nm, Right Hand		

Product Qty	Product/Service	Unit Price	Amount
	(2) 413808 - Isolation Mounting Disk - M8 (2) 413963 - M8 Mount - U Bracket (2) 422131 - M8 Cam - 36FT, 735nm, Right Hand (2) 422125 - M8 Magnet Roof Mount Assembly (2) 413767-20 - M8 Trans Cam Cbl, Right Angle - 20 FT (2) 412995 - Packing Foam Insert (2) 510033-CSC - Car System Version 6.X - EOC Connected		
2	413767-30 - M8 Trans Cam Cbl, Right Angle - 30 FT	\$40.00	\$80.00
2	413767-30 - M8 Trans Cam Cbl, Right Angle - 30 FT	\$40.00	\$80.00
1	210020-LPR - Tech Dispatch	\$1,250.00	\$1,250.00
2	210007-IN - Installation Fee	\$625.00	\$1,250.00
2	510322-5.X - EOC Operation Center License 5.X	\$1,275.00	\$2,550.00
2	210005-H-LPR - Engineering Unit - Helpdesk	\$160.00	\$320.00
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items		\$0.00
	Goods & Services Sub-total (Pre-Tax): Non Contract Items		\$32,530.00
Upfront	Goods & Services Sub-total (Pre-tax):		\$32,530.00
Tax	Tax Exempt		\$0.00
Total	Goods & Services Total:		\$32,530.00



Quote Offer Terms and Conditions

This Quote constitutes an Offer from Leonardo US Cyber and Security Solutions, LLC (Leonardo US CSS) to Customer and does not constitute a binding contract until a Customer Purchase Order is accepted.

Leonardo US CSS reserves the right, in its sole discretion, to refuse any Purchase Order submitted by Customer. Any Purchase Order submitted by Customer in response to this Quote and accepted by Leonardo US CSS is subject to the terms and conditions set forth below. Quote Prices stated herein shall be valid through the Expiration Date listed above; however Quote Pricing is subject to change for any Customer Purchase Orders issued after Quote Expiration Date or due to the imposition of tariffs on products or components. Tariffs will be itemized on invoices.

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing and signed by an authorized representative of (Senior Vice President or above) of Leonardo US CSS. Leonardo US CSS will not be bound by any terms of Customer's purchase order unless expressly agreed to in writing and signed by an authorized representative (Senior Vice President or above) of Leonardo US CSS.

Shipment and Delivery. All orders shipped FOB Greensboro.

Title. Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of Leonardo US CSS ES or its licensors. **Refer to the Leonardo US CSS Software License Agreement documentation provided with the shipment.**

Payment Terms. For hardware, Leonardo US CSS shall invoice Customer upon shipment; payment for hardware is due 30 days from shipment. For Services and any other charges including installation, Leonardo US CSS shall invoice Customer upon completion of any Work or Services. Payment for Services is due Net 30 days.

Taxes may not be reflected in this Quote. However, taxes may be added to the amount in the payment invoice(s) sent to Customer, unless Customer provides a certificate confirming tax exempt status.

Cancellation or Delay. Orders accepted by Leonardo US CSS are subject to cancellation by Customer only upon the express written consent of Leonardo US CSS. Upon such cancellation and consent, Leonardo US CSS shall cease all work pertaining to the Customer's order, and Customer shall pay Leonardo US CSS for all work and materials that have been committed to and/or identified in Customer's order plus a cancellation charge as prescribed by Leonardo US CSS.

WARRANTY. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE LEONARDO US CSS WARRANTY COVERAGE DOCUMENTATION, LEONARDO US CSS INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE PRODUCTS OR SERVICES.

Applicable Law. The terms of this Quote, their interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of North Carolina applicable to contracts entered into and wholly to be performed within said state. Any legal proceeding brought by either party pursuant to this Agreement shall be brought in a County or District Court located in Guilford County, North Carolina and the parties irrevocably consent to the jurisdiction of such courts.

FORCE MAJEURE. Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

COMPLIANCE WITH LAWS. Customer shall comply with all federal, state, local, and territorial laws, including without limitation any export control, employment, tax, anti-corruption, anti-bribery, privacy and data protection, immigration and anti-discrimination laws, and shall indemnify Leonardo US CSS for any liability incurred by Leonardo US CSS as a result of breach of any such obligation.

EXPORT COMPLIANCE. This sale is subject to all laws, rules, regulations and public policies of the United States, particularly those relating to the exportation of goods from the United States and the transmission of technical data or other information outside the United States. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Leonardo US CSS's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Leonardo US CSS for any liability incurred as a result of breach of such obligation.



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 6/9/2025

**SUBJECT: APPROVAL OF GRANT PROJECT BUDGET ORDINANCE #250207 FOR
THE LANDFILL LEACHATE PFAS TREATMENT**

BACKGROUND

Cumberland County Solid Waste has submitted a project for landfill leachate treatment that is eligible for funding through the North Carolina Department of Environmental Quality's Division of Water Infrastructure (DWI) funding programs.

To date, a PER has been approved and the County has received \$7.7 million in grants for the project but has not received the Letter of Intent to Fund (LOIF) for the entire amount to date. We have received a Letter of Intent to fund for initial \$5,304,960 award. We are moving forward with the ordinance at this time so that we can proceed procuring the funding for the engineering contract to begin design. Solid Waste resubmitted a funding request for additional capital cost associated with the project not currently funded. The capital cost in the approved PER is \$10.8 million. An updated resolution was approved at the April 21, 2025, Board of Commissioners' Meeting. We are awaiting to hear if we were awarded with additional funding in this latest funding round.

At their June 5, 2025, meeting, the Finance Committee approved moving this item to the Consent Agenda of the June 16, 2025, Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the Board of Commissioners approve the Grant Project Budget Ordinance #250207 for Landfill Leachate PFAS Treatment.

ATTACHMENTS:

Description

Type

Grant Project Budget Ordinance for Landfill Leachate PFAS Treatment
Letter of Intent

Backup Material
Backup Material

Robin Koonce
Finance Director



GRANT PROJECT BUDGET ORDINANCE #250207 LANDFILL LEACHATE PFAS TREATMENT

The Cumberland County Board of Commissioners hereby adopt the following Capital Project Ordinance in accordance with North Carolina General Statutes 159-13.2:

Section 1. The project authorized is for Landfill Leachate PFAS Treatment. The funding for this project is derived from the Clean Water State Revolving Fund (SRF) Emerging Contaminants (EC) and managed by the Division of Water Infrastructure (DWI). It is imperative that projects funded by the SRF adhere to all relevant federal laws and guidelines governing the expenditure of American Rescue Plan Act (ARPA) funds.

Section 2. The following projected expenditures are appropriated for this project:

	<u>Expenditures</u>
Description	
Construction	4,113,560
Engineering Fees	1,191,400
Total Expenditures	\$ 5,304,960

Section 3. The following revenues are appropriated for this project:

	<u>Revenue</u>
Description	
Clean Water State Revolving Fund (SRF)	5,304,960
Emerging Contaminants (EC)	
Total Expenditures	\$ 5,304,960

Section 4. The County Manager, as Budget Officer, is hereby authorized to transfer funds between line items within this capital project ordinance, however, any net increases or decreases to total capital project ordinance appropriations shall require a capital project ordinance amendment by the Board of Commissioners.

Section 5. Within five days after adoption, copies of this ordinance shall be filed with the Finance Officer, Budget Officer, and Clerk to the Board, to be kept on file by them for their direction in the disbursement of County funds for this project.

Adopted this _____ day of _____, 2025.

Attest:

Clerk to the Board

Chairman, Board of County Commissioners

LANDFILL LEACHATE PFAS TREATMENT

Project Description: The primary purpose of this project is to reduce PFAS contamination of groundwater and the Cape Fear River at the Ann Street Landfill by installing a state-of-the-art Reverse Osmosis (RO) Landfill Leachate Treatment System.

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director



March 8, 2024

Mr. Clarence Grier, County Manager
Cumberland County
117 Dick Street
Fayetteville, NC 28301

Subject: Letter of Intent to Fund
Cumberland County
Landfill Leachate PFAS Treatment
September 2023 Application Cycle
Project No.: SRF-W-EC-0001

Dear Mr. Grier:

The Division of Water Infrastructure (Division) has reviewed your application, and the State Water Infrastructure Authority (SWIA) has approved your project as eligible to receive BIL Clean Water State Revolving Fund (SRF) Emerging Contaminants (EC) loan of up to \$5,304,960. One-hundred percent of the loan will be forgiven. A fee of 2% will be invoiced after bids have been received. Funds are contingent on the Division's receipt of the CWSRF-Emerging Contaminants funds from US EPA.

Please note that this intent to fund is contingent on meeting **all** of the following milestones:

<u>Milestone*</u>	<u>Date</u>
Engineering Report Submittal	July 1, 2024
Engineering Report Approval**	December 2, 2024
Bid and Design Package Submittal	June 2, 2025
Bid and Design Package Approval	October 1, 2025
Advertise Project, Receive Bids, Submit Bid Information, <u>and</u> Receive Authority To Award	February 2, 2026
Execute Construction Contract(s)	March 2, 2026

*Failure to meet any milestone may result in the forfeiture of funding for the proposed project.

**Funding offer will be prepared after Engineering Report approval.

The first milestone is the submittal of an Engineering Report on July 1, 2024 via the Laserfiche link below. The Engineering Report must be developed using the guidance found on our website (<https://deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/engineering-reportenvironmental-information>). Failure to meet any milestone may result in the forfeiture of funding for the proposed project.



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

Mr. Clarence Grier, County Manager

March 8, 2024

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Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding and the total funding amount may be reduced. Additionally, changes in the scope or priority points awarded – based on additional information that becomes apparent during project review – may also result in changes to the total funding amount and loan terms.

All project documents are to be submitted via Laserfiche at the following link:
<https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>.

Engineering Services Procurement

All projects must comply with North Carolina General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying Services. Projects cannot be exempted from qualification-based selection of these services under N.C.G.S. 143-64.32. Any services provided that were not selected in compliance with federal requirements will be ineligible for reimbursement.

Disbursement of Funds

Funds are disbursed to the recipient for eligible costs that are documented as part of the project only after the costs have been incurred by the Recipient and all necessary documentation has been received and approved by the Division beforehand. Up to 15% of the funds available for the project may be disbursed after costs are incurred during the pre-construction stage to cover design and planning costs. The remainder will be disbursed as invoices for incurred pre-construction and construction costs are submitted by the local government during construction. Prior to requesting the first disbursement on your project, you will be asked to submit to the Division several required documents, including but not limited to:

1. One copy of the original funding offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed “Standard Conditions and Assurances”.
2. A resolution adopted by the governing body accepting the funding offer and making the applicable assurances contained therein.
3. Federal Tax ID/Unique Entity ID (UEID) Form (attached).
4. Sales Tax Certification, if applicable (attached).
5. One copy of all executed service agreements and/or contracts.

The Division will communicate with you when these documents will be required. In addition, loans (if applicable) must be approved by the Local Government Commission prior to disbursement. Once all documents have been received and approved, the Recipient will request disbursements using the Division's Disbursement Request form. If the Recipient requests funds prior to paying contractors, the Recipient will have three business days to pay contractors upon receipt of funds.

Requirements of Local Government Units Designated as Distressed

Additional information is required to be submitted in the Engineering Report for all distressed systems, regardless of funding source, to demonstrate how the project moves the local

Mr. Clarence Grier, County Manager

March 8, 2024

Page 3 of 4

government unit towards viability. Guidance on these requirements can be found on the Division's website on the "I Have Funding" page under the Engineering Report section. For questions about these additional requirements, please contact Caroline Bari at (919) 707-9244 or at caroline.bari@deq.nc.gov.

Local government units designated as "distressed" under §159G-45(b) must complete associated requirements of the statute by:

1. Conducting an asset assessment and rate study.
2. Participating in a training and educational program.
3. Developing a short-term and long-term action plan considering all of the following:
 - a. Infrastructure repair, maintenance, and management;
 - b. Continuing education of the governing board and system operating staff; and
 - c. Long-term financial management plan.

Davis-Bacon Requirements and American Iron and Steel Provisions

Projects funded through the State Revolving Fund (SRF) programs must comply with Davis-Bacon wage requirements and American Iron and Steel provisions. You can find standard specifications covering these requirements on our website.

Build America, Buy America Act (BABA)

SRF-funded projects will be required to comply with the Federal Build America, Buy America Act (BABA). The Build America, Buy America Act (BABA) requires that iron, steel, manufactured products, and construction materials used in infrastructure projects are produced in the United States. You can find additional information at the following link:

<https://www.epa.gov/cwsrf/build-america-buy-america-baba>

Extended Term Loan

Projects that qualify for a targeted interest rate and demonstrate in the Engineering Report a weighted average design life for the major components of the project greater than 20 years are eligible for an extended loan term up to the calculated weighted average design life, but not to exceed 30 years. Request an extended term by contacting your project manager and provide the necessary calculation (see design life workbook here <https://deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/engineering-reportenvironmental-information>).

Upon receipt of your letter of intent to fund, please fill out the attached Federal ID & Unique Entity ID (UEI) form and email it to DEQ.DWI.FundingOffer@deq.nc.gov. If you choose to decline this funding, the Authorized Representative as declared in the application must directly contact the Division project manager via email or letter on the applicant's letterhead.

Mr. Clarence Grier, County Manager

March 8, 2024

Page 4 of 4

If you have any questions, please contact Ali Ajami at ali.ajami@deq.nc.gov or by phone at (919) 707-9183.

Sincerely,

DocuSigned by:


6300A872077B4C5

Shadi Eskaf, Director

Division of Water Infrastructure, NCDEQ

Enclosures: Federal Tax ID/Unique Entity ID (UEID) Form

EC: Jeffrey Murray, HDR (via email)
Ali Ajami (via email)
Caroline Bari (via email)
SRF (**COM_LOIF**) (Agreement ID 2000075150)



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 6/5/2025

**SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER FOR SOLID WASTE
RECYCLING CENTER FIRE PROTECTION IMPROVEMENTS**

BACKGROUND

The existing dry pipe sprinkler system protecting the Recycling Center (formerly baling plant) at Ann Street has exceeded its useful life and is now experiencing water leaks and nuisance alarms resulting from pipe corrosion. The project will consist of removing the existing sprinkler system and replacing it with a new dry sprinkler system equipped with a nitrogen generator to prevent future pipe corrosion. The existing dry pipe sprinkler will be demolished. System improvements are being made in compliance with the requirements of the 2018 NC State Fire Code (NCSFC) and the local Authority Having Jurisdiction (AHJ).

The Board approved the bid for the Recycling Center Fire Improvements project and awarded a contract to Crawford Sprinkler Company of Raleigh, Inc. at the June 21, 2021, Board of Commissioners' Regular meeting. On May 16, 2022, the Board of Commissioners approved the contract for the Recycling Center Fire Improvements with a not to exceed amount of \$630,000.

The project was placed on hold due to required roof repairs. Before the sprinkler system can be installed, roof repairs to the pre-engineered metal building structure had to be completed. The Recycling Building Roof Repairs were posted for bid on June 6, 2023, with bids due on June 23, 2023. Ward Family Construction was the sole bidder on this project with a contract execution date of July 25, 2023. The repair was more extensive than initially evaluated and required a contract change order with an execution date of December 5, 2024. The required additional repairs were completed in March 2025.

Due to the extended time of roof repairs, the cost for material to improve the fire suppression system increased by \$275,150 with funding available within Solid Waste Capital Outlay BR#250932, approved by the Board of Commissioners on April 21, 2025. The contract change order includes a contract term increase by 1,095 days and the contract total shall not exceed \$905,150.

RECOMMENDATION / PROPOSED ACTION

1. Approve the contract change order with Crawford Sprinkler Company of Raleigh, Inc. in the amount of \$905,150.
2. Authorize the Chairman to execute the attached contract change order that has received preaudit certification and been determined to be legally sufficient.

ATTACHMENTS:

Description

Contract Amendment

Type

Backup Material

Change Order No. 1

Contract No. (If Applicable):	2022215
Date of Contract:	May 18, 2022
Original Contract Price:	\$630,000.00
Original Contract Period:	365

It is agreed to modify the Contract referred to above as follows. Note that the changes included in this Change Order are to be accomplished in accordance with the terms, stipulations, and conditions of the original Contract (as amended) as though included herein.

Item No.	Description	Contract Price		Contract Time (Days)	
		Increase	Decrease	Increase	Decrease
				1095	
Subtotal:		\$0.00	\$0.00	1095	0
Net Difference:		\$0.00		1095	

Contract Price Prior to this Change Order:	Contract Time Prior to this Change Order (Days):
\$630,000.00	365

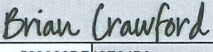
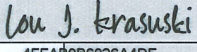
Net Increase (Decrease) of this Change Order:	Net Increase (Decrease) of this Change Order (Days):
\$275,150.00	1095

Revised Not to Exceed Contract Price with all Approved Change Orders:	Contract Time with all Approved Change Orders (Days):
\$905,150.00	1,460

Change Order - Line Item Breakdown:

Item No.	Description (Units)	Unit Cost		Total Cost	
		Quantity	Unit Cost	Increase	Decrease
A. Unit Price Item Quantity Adjustments:					
			Subtotal:	\$0.00	\$0.00
			Net Difference:	\$0.00	

SMITH+GARDNER

Accepted for Contractor By:		Recommended for Approval By (S+G):	
Signed by: 		DocuSigned by: 	
By: 523022DE18E24B9	Brian Crawford	By: 4FFA89B6926A4DE	Lou J. Krasuski
Title:	President	Title:	Project Manager
Date:	4/27/2025	Date:	4/23/2025

Approved for Owner By:		Approved By (Other - When Required):	
By:	Amanda Lee, P.E.	By:	
Title:	General Manager of Natual Resources	Title:	
Date:		Date:	

Attest

County of Cumberland

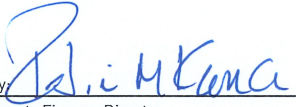
Andrea Tebbe
Clerk to the Board

Kirk deViere
Chairman, Board of County Commissioners

Date: _____

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


Approved for Legal Sufficiency upon formal execution by all parties:

By: 
County Finance Director

Date: 

By: 
County Attorney's Office

Date: 6/3/25

upon formal execution by all parties 

Distribution: ☒ Owner ☒ Contractor ☐ Field ☒ File ☐ Other



Crawford

SPRINKLER CO.

OF RALEIGH, INC

2725 S. SAUNDERS STREET - RALEIGH, NC 27603 • PHONE 919-828-9346 • FAX 919-839-8164
N.C. STATE FIRE SPRINKLER LICENSE #23634 FS-I • N.C. STATE FIRE ALARM LICENSE #SP.FA/LV.33232
FED. TAX I.D. 56-0842716

February 15, 2025

**RE: CUMBERLAND COUNTY ANN STREET LANDFILL FIRE PROTECTION IMPROVEMENTS
698 ANN STREET, FAYETTEVILLE, NC**

We are pleased to offer you our quotation for providing dry fire sprinkler system(s) at the above referenced project.

Our price includes the following:

Dry Fire Sprinkler System Replacement

- All material, equipment, taxes, and labor needed to replace dry fire sprinkler systems starting at an existing 8" flanged outlet 1'-0" above the finished floor in the fire sprinkler riser room, based on Dewberry Engineers drawings F001, F002, F101, F201, F202, F501 dated 3/24/2021, Cumberland County / City of Fayetteville guidelines and NFPA 13 standards.
 - Shop drawings and hydraulic calculations by a NICET level III designer for permitting.
 - *Tipping Floor & White Goods* - Install a dry sprinkler system based on a design density of 0.40 gpm/ft² over the most remote 3,250 ft² plus an additional 500 gpm allowance for hose streams.
 - *Electrical / AC / Riser Room* - Install a dry sprinkler system based on a design density of 0.15 gpm/ft² over the most remote 1,950 ft² plus an additional 250 gpm allowance for hose streams.
 - *Misc. Storage Rooms* - Install a dry sprinkler system based on a design density of 0.20 gpm/ft² over the most remote 1,950 ft² plus an additional 250 gpm allowance for hose streams.
 - *Employee Area* - Install a dry sprinkler system based on a design density of 0.10 gpm/ft² over the most remote 1,950 ft² plus an additional 100 gpm allowance for hose streams.
 - Install (3) new dry sprinkler risers with a control valve with tamper switch, dry pipe valve, accelerator, water flow pressure switch, high/low air pressure switch and exterior wall mounted electric bell.
 - Install a South-Tek N2 Blast Nitrogen Generator with air compressor, BlastOff leak detection, AutoPurge system & purity manifold.
 - Install Teflon coated upright sprinklers in Tipping Floor & White Goods area.
 - Install brass upright sprinklers in riser room, electric and misc. storage rooms.
 - Install white dry pendent sprinklers in office & breakroom area.
 - All piping and fittings 2" and smaller shall be black steel scheduled 40 – to receive red powder coating finish.
 - All piping and fittings 2½" and larger shall be black steel scheduled 10 – to receive red powder coating finish.
 - Remove existing post indicator valve (PIV) as noted on sheet F002.
 - Equipment / manlift rental.
 - Inspections and acceptance testing.
 - Owner training.
 - One-year limited warranty.
 - Bond (2%)
-

Fire Alarm System Modifications

- Scope of work shall be to install the listed equipment below as accepted per NFPA codes and standards to accommodate the interior design per the plans issued E001, E002, E101, and E201 dated 3/24/21. This design will be required to be permitted and approved by the City of Fayetteville (COF) before work commences.
- Crawford Sprinkler shall be responsible for installing and providing the following:
 - Demolition Phase – Riser Room: removal of the fire alarm (FA) conductors, FA raceway, and monitor modules from the existing sprinkler system. The modules will be deprogrammed and or isolated as needed during the work phases.
 - The Fire Alarm circuit integrity in the areas of work shall be maintained during the demo.
 - New Work - Riser Room – FA: Installation of the new FA raceway, FA conductors, and monitor modules. The new monitor modules shall supervise the three dry systems and nitrogen generator. Remove existing fire alarm pressure and tamper switch for reconnection to new devices and reuse the existing SLC circuit junction box for new fire protection devices. Provide new tamper and pressure switch, connecting to existing SLC circuit in a new location.
 - New Work - Hot Box – FA: Installation of the new raceway, conductors, and monitor modules for the back-flow tamper switches and low temperature sensor. A surge suppressor (DITEK) shall be installed prior to leaving the building to the hot box equipment. Tamper switch to connect to existing PIV SLC loop.
 - New Work - Hot Box – Electrical: A separate conduit will be run for the 120VAC GFCI receptacle that will feed the heater. The HCHS1000-120 heater shall also be installed to the current slab within the hot box.
 - Reuse existing tamper and pressure switch in new locations.
 - The new fire alarm equipment will be 100% tested prior to scheduling the Fire Marshal.
 - Electrical and Fire Marshal final inspections shall be covered.
- Material, labor & taxes included to as required per NFPA.
- Equipment Covered within this proposal:
 - Simplex Monitor Modules (4090-9001)
 - Simplex Signal Control Module (4090-9007)
 - Weatherproof Notification Device (P2RK)
 - DITEK Low Voltage Surge Suppressor
 - HCHS1000-120 Slab Mounted Heater
 - Wire/cable, Ceiling Boxes, WP boxes, WP Flex/fittings, and Miscellaneous Electrical Materials
- PE Sealed Permit Drawings if applicable and Battery Calculations.
- Fire alarm shop drawings and Close-Out Documents for permitting.
- Shop Drawings and associated permit/inspection fees for local AHJ.
- Programming, Pretesting, Certification & Acceptance Testing.
- One-year limited warranty.
- Owners onsite training.
- Bond (2%).

COST SUMMARY

Mobilization & Demobilization:	\$14,100.00
Bonds & Insurance:	\$19,270.00
Fire Protection System for White Goods, Main., Storage, & Emp. Area & Recycling Ctr.:	\$723,880.00
Fire Alarm & Electrical Work:	\$128,900.00
Surveying & Record Drawings:	\$19,000.00

Our price for this work is \$905,150.00
NINE HUNDRED FIVE THOUSAND ONE HUNDRED FIFTY DOLLARS

• ~~Alternate No. 1 (ADD) – Contingency at 5%:~~ \$48,175.00 (Deleted)

We have not included:

- Additional work not listed in scope above.
- Demolition of Existing Fire Protection System.
- Painting of pipe and / or equipment.
- Work associated with Alternate Work in Warehouse area.
- Seismic bracing and/or cutting, drilling or any penetrations in structural members.
- Raising, adjusting and/or modifying existing service lines and/or main piping.
- Emergency radio responder coverage / Bi-Directional Amplifier (BDA) system.
- Moving materials and/or equipment to facilitate the installation of the sprinkler system.
- Exclusive use of domestic materials.
- Protecting sprinklers from painting.
- Fire extinguishers and/or cabinets.
- Emergency lighting.
- Exclusive use of domestic materials.
- Asbestos abatement and removal.
- Geotechnical soil / site engineering analysis report.
- Rock / undercut / unsuitable excavation of any kind.
- Select backfill of trenches (excavated trench material assumed to be used as backfill).
- Stone bedding / haunching / backfill (except as required by standards).
- Hazardous materials removal.
- Knox Box and/or Knox FDC caps.
- Subgrade remediation.
- Backflow preventers.
- Haul off spoils.
- Utility relocations.
- Fire watch.
- Overtime labor.
- Access panels.
- Shut down fees.
- PE Sealed shop drawings.
- Additional devices NAC or SLC not listed above.
- Correcting existing issues on the current FACP or system before or during the renovation.
- Electric power wiring/raceway/dedicated circuit for the Fire Alarm Panels. By others
- Changes made by the COF and or the on-site Fire Marshal (Local AHJ)

General Terms and Conditions:

All work shall be done during a normal (40) hour per week work schedule (M-Th 7am-5pm). No overtime is included for Engineering, Shop Drawings, Fabrication or Installation. Any overtime labor required to meet an accelerated or compressed schedule must be agreed to in writing prior to the work being done.

This proposal includes the preparation of shop/working drawings, as referenced in NFPA standards, for submittal to and approval of the insurance underwriter. The proposal does not include "design" plans that may be required to be prepared and sealed by a Professional Engineer.

Please note Crawford Sprinkler Co. of Raleigh, Inc. has the right to rescind signed drawings or reports and certifications for non-payment of contract. In the case of a cancellation or dismissal of a project, the Buyer shall be billed for the work completed.

Sprinkler system drawings per NFPA codes must be coordinated with architectural, structural, mechanical and electrical plans; therefore, the sprinkler drawings cannot commence until we receive these plans.

No purchasing of materials, fabrication of piping, or installation shall commence until all necessary approvals on plans and submittals are received. Slowness or delays in the approval process may cause delays in the project.

Sprinkler piping location is restricted and governed by National Fire Protection Codes. Crawford Sprinkler Co. of Raleigh, Inc., prepares shop drawings showing the location of all piping. These drawings will be furnished to Buyer and other trades for coordination upon request. Any changes to these drawings are to be made prior to fabrication of piping systems.

This proposal is based upon the installation being made from a finished, unobstructed, concrete, wooden, or other type smooth floor using rolling scaffolding, fork lifts, man lifts, or other similar equipment. We will not work off earth or other unfinished surfaces.

This proposal is based upon work being performed within a "Dried-In" building.

The seller under this proposal will only test in high pressure the new work involved and any high pressure test required on the old work will be taken care of as an extra to the contract price. The Buyer assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures on the existing systems.

The seller under this proposal assumes all materials above suspended ceiling areas are to be of a non-combustible nature. Seller does not include in this proposal any fire protection coverage above these suspended ceilings.

The ceilings or suspension systems concealing the sprinkler piping overhead are not to be erected until all piping has been installed and tested. The pendent sprinklers shall be aligned within normal fabrication and installation tolerances, but will not be centered in ceiling tile modules unless agreed to in the original contract.

Buyer is to provide sufficient heat throughout all portions of the building to be equipped with a wet pipe system in order to prevent any freezing of water in the sprinkler pipes.

In areas subject to freezing conditions, it is the Buyer responsibility to provide adequate heat and light for the dry pipe valve enclosure and other valves controlling water supplies to the system. This should be done in order to prevent freezing of water in the pipes.

It is the responsibility of the Buyer to provide a water supply of sufficient volume, at adequate pressure, to satisfy the demands of this system, as determined by the authority having jurisdiction.

It is the responsibility of the Buyer or others to furnish a Material and Test Certificate covering hydrostatic test and flushing of the underground piping (in accordance with NFPA - 24) to which proper connection will be made where Crawford Sprinkler Company's work is to start. Crawford Sprinkler Co. of Raleigh, Inc., will not connect nor allow water to enter the interior system until this is provided.

This proposal is based on NFPA codes and nationally accepted fire protection practices. It does not include any provision for local authorities' requirements or inspection items that may exceed National Fire Protection Association requirements and/or the North Carolina Building Code.

Crawford Sprinkler Co. of Raleigh, Inc. is not responsible for the design of the structural system and therefore does not accept any responsibility / liability for its adequacy. Our price includes hangers to support the sprinkler system from the structure, it does not include any additional re-enforcing of the structural system to meet any load requirements of the authority having jurisdiction.

No back charges shall be accepted by Crawford Sprinkler Co. of Raleigh, Inc. unless forty-eight (48) hours written notice is given to correct any alleged work deficiencies, damages or clean up necessitating such back charges and unless said work, damages or cleanup is the fault of Crawford Sprinkler Co. of Raleigh, Inc.

The Buyer shall have a reasonable responsibility for providing a safe jobsite according to OSHA standards. These requirements shall include, but are not limited to; providing adequate lighting/ventilation, safe access to all working levels, adequate fire protection, appropriate fall protection for building perimeters and openings (guardrails, etc.), toilet facilities, jobsite electric power connections as well as the monitoring of other trades. Crawford Sprinkler Co. of Raleigh, Inc. retains the right to cease work, without penalty, if safety conditions are sub-standard.

No work shall commence until a written contract is agreed to. Working drawings may start only upon receipt of a letter of intent. However, plans will not be submitted until the official contract is agreed to.

Due to unstable conditions from our vendors, we are unable to hold prices firm beyond (30) days from the date on this proposal. If order is not received within (30) days, we reserve the right to review and adjust our quotation accordingly.

Payments on material and labor, furnished under this proposal, shall be made in monthly installments, Payment for each installment of work completed, and materials stored on job site are due and payable to Crawford Sprinkler Co. of Raleigh, Inc., by the 10th day of the following month. If payments are not received when due work may stop and will not re-start until all monies owed are paid in full. Final payment shall become due and payable upon completion, test, and placing in service of the

system. Crawford Sprinkler Co. of Raleigh, Inc., shall remain the Owner of the sprinkler system and related equipment installed without record to where attached, until it is paid in full.

Invoices are sent via email unless the customer specifically requests an alternate method of delivery. Payment terms shall be in accordance with NC G.S. § 22C. Invoices are PAST DUE if not paid within 30 days after the invoice date. Payments not received on a timely basis shall accrue interest in the amount of one and one-half percent (1.5%) per month and shall be added to all overdue amounts.

All terms and conditions outlined herein shall become a part of any contract entered into.

We appreciate the opportunity to quote your company and look forward to working with you on this project. If you have any questions, please call me at (919) 828-9346.

Regards,



Brian Crawford, President
brian@crawfordsprinkler.com

This proposal is hereby accepted by the Buyer this _____ day of _____, 20____ and the Buyer acknowledges that the GENERAL TERMS AND CONDITIONS have been read, that the Buyer intends to be bound by these terms and that the Buyer has retained a copy of this proposal. This proposal, conditions, and exclusions will become an inclusion of any contracts by proxy even if not signed.

Accepted by (Print Name and Title) - Buyer _____

Accepted By (Signature) _____

Billing Company Name and Street Address Information: _____

Billing Contact Name: _____

Billing Email: _____

Phone Number: _____

RIDER

To be attached to and form a part of:

Bond No. 30133221

Type of Bond: Performance and Payment

Executed by Crawford Sprinkler Company of Raleigh, Inc., as Principal,
and by Western Surety Company, as Surety, in
favor of Cumberland County and dated June 28, 2021.

In Consideration of the premium charged for the attached bond, it is hereby agreed to
change:

Increase Bond Amount Per CO #1

From: Six Hundred Thirty Thousand Dollars and 00/100 (\$630,000.00)

To: Nine Hundred Five Thousand One Hundred Fifty Dollars and 00/100 (\$905,150.00)

This rider is effective March 5, 2025.

This rider is executed upon the express condition that the surety's liability under said
bond shall not be cumulative and shall in no event exceed the amount specifically set
forth in said bond or any existing certificate changing the amount of said bond. The
referenced bond shall be subject to all its agreements, limitations and conditions except
as herein expressly modified.

SIGNED, SEALED AND DATED this 5th day of March, 2025.

Western Surety Company

By:

Heather Segrist

Heather Segrist, Attorney In Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **Heather Segrist**, Individually of Durham, NC, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: 30133221
Principal: Crawford Sprinkler Company of Raleigh, Inc.
Obligee: Cumberland County

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

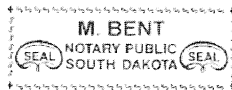
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of March, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 6/9/2025

**SUBJECT: APPROVAL OF SERVICE AGREEMENT FOR ASSET MANAGEMENT
AND FINANCIAL PLAN FOR NORCRESS**

BACKGROUND

At the October 21, 2024, Board of Commissioners meeting the board accepted the selection of Freese and Nickels, Inc. as the best qualified firm to assist the Northern Cumberland Regional Sewer System better known as NORCRESS with engineering services for asset management and financial planning, 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 following tasks:

- 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 agreement amount shall not exceed \$400,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until January 31, 2026. This project is funded through a state ARPA Grant and funding for this project is available within NORCRESS Capital Outlay BR#250302.

RECOMMENDATION / PROPOSED ACTION

1. Approve the Service Agreement with Freese and Nickels, Inc. in the amount of \$400,000.

2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

ATTACHMENTS:

Description

Type

Service Agreement

Backup Material

PROFESSIONAL SERVICES AGREEMENT

STATE OF NORTH CAROLINA §

COUNTY OF CUMBERLAND §

This Agreement is entered into by Cumberland County, NC (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Asset Management and Financial Plan for the Northern Cumberland Regional Sewer System Water and Sewer District (NORCRESS) wastewater system.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$400,000.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of North Carolina. Venue of any legal proceeding involving this Agreement shall be in Cumberland County, North Carolina.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is 18TH MARCH, 2025.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CUMBERLAND COUNTY, NC

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

FREESE AND NICHOLS, INC.

By: Brian T. White
Name: BRIAN T. WHITE, PE
Title: PRINCIPAL/VICE PRESIDENT
Date: 1-23-2025
Attest: [Signature]

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) understands that Cumberland County (County) requires assistance in completing an Asset Management and Financial Plan for the Northern Cumberland Regional Sewer System Water and Sewer District (NORCRESS) wastewater system.

The NORCRESS system is a regional system created as a partnership among Cumberland County and the towns of Wade, Godwin, and Falcon. The system was constructed to address failing septic tanks in the rural, low-income communities located in the northern quadrant of Cumberland County east of the Cape Fear River and adjacent to Interstate-95. The system was placed into service in October 2005 and currently provides sewer to 395 residential and commercial customers. The NORCRESS service area is roughly 3.69 square miles in total. The existing NORCRESS sewer system consists of four lift stations, 21 miles of gravity main, and 14 miles of force main. Wastewater from the NORCESS sewer system ultimately flows into facilities owned by the Fayetteville Public Works Commission (PWC) under an interlocal agreement among PWC, NORCRESS, Cumberland County's Eastover Sanitary District (ESD), and the Cumberland County Board of Education (CCBE). Flow from these entities is pumped across the Cape Fear River to PWC's Cross Creek Water Reclamation Facility (WRF). Under an agreement between the County and PWC, PWC operates and maintains the NORCRESS collection system. PWC also maintains a wastewater system model of the entire drainage basin, which includes NORCRESS.

FNI will assist the County in the development of the NORCRESS Asset Management and Financial Plan project (Project) that will aid in quantifying the long-term operation, maintenance, rehabilitation, and replacement requirements of the existing NORCRESS system to bolster resiliency and avoid unplanned expenses such as those now occurring at the pump stations. The Project will comply with the American Infrastructure Act (AIA) requirements outlined by the North Carolina Department of Environmental Quality (NC DEQ) Division of Water Infrastructure (DWI) for Grant Number AIA-W-ARP-0285.

ARTICLE I

BASIC SERVICES: FNI, and its subcontractors, shall render the following professional services in connection with the development of the Project:

Project Management (PM)

FNI will coordinate project management, quality assurance and quality control, and data collection and review to manage the Project.

A. Project Management: FNI will provide planning, monitoring, and control of the Project, as well as team coordination and project administration. FNI will provide monthly invoices and one-page reports describing the work completed that corresponds with **Tasks 1 – 7** (detailed below) to fulfill DWI AIA grant requirements.

B. Quality Assurance and Quality Control: FNI will provide Quality Assurance and Quality Control (QA/QC) review of collected data, planning, and documentation for the Project. FNI's senior advisor(s) will provide Project guidance and review of all deliverables.

C. Project Kickoff Meeting: FNI will meet (in-person) with the County to review the Project scope, schedule, and team. FNI will also present a data request for items necessary for completion of **Tasks 1 – 7** which is detailed below. Some of the items FNI may already have and that will be confirmed with the data request.

- Wastewater collection system (gravity main, force main, LS, manhole, ARV) GIS data
- Lift Station (LS) and force main as-built drawings
- Lift Station pump curves and drawdown test data (spreadsheet)
- Wastewater work order history (GIS or spreadsheet with address/GPS location)
- Sanitary Sewer Overflow (SSO) locations (GIS or spreadsheet with address/GPS location)
- Recent condition and criticality assessments for linear assets (gravity main, force main) and vertical assets (LS, manhole, air release valve)
- Recent sanitary sewer evaluation studies (SSES)
- Existing Operations and Maintenance (O&M) plan
- Existing Capital Improvement Plan (CIP) and projects under-construction or in-design
- Wastewater hydraulic model
- Growth and wastewater flow projections for the next 10-years (GIS with magnitude and spatial distribution)
- Near-term development data for the next 10-years (GIS with magnitude and spatial distribution)
- Existing water distribution system CIP and/or recent water system studies
- Existing transportation CIP and/or recent Interstate 95 (I-95) planning studies
- LS SCADA (spreadsheet)
- Water meter billing data (GIS or spreadsheet with address/GPS location) for wastewater customers
- PWC flow meter and billing data for NORCRESS
- Temporary flow meter data (spreadsheet of 15-min data with meter address/GPS location)
- Rain gauge data (spreadsheet of 15-min data with meter address/GPS location)
- County advanced meter infrastructure (AMI) deployment plan
- Existing staffing data
- Existing water and sewer rates
- Existing System Development Fee Study
- Other pertinent data

PM Meetings:

- Project Kickoff (in-person)

PM Deliverables:

- Monthly invoices and project progress reports (PDF via email)
- Data Request (spreadsheet)

PM Assumptions:

- The Project schedule will follow **ARTICLE IV**
- The Project invoices and progress reports will list effort per **Task 1 – 7** (detailed below)
- The County will provide all data request items within 30-days of the Project Execution to meet the schedule of **Tasks 1 – 7** (detailed below)

AIA Scope

FNI will coordinate completion of **Tasks 1 – 7** in accordance with the AIA Scope the County is maintaining with DWI for Grant Number AIA-W-ARP-0285.

Task 1: Comprehensive Summary of Assets

1.A Evaluate Existing Wastewater Collection System GIS and Asset Data

FNI will perform a gap analysis to evaluate the existing NORCESS wastewater collecting system. The gap analysis will include linear assets (gravity main, force main) and vertical assets (LS, manhole, air release valve). FNI will review existing GIS data, LS and force main as-built drawings, LS pump curves and drawdown tests, work order and SSO history, condition and criticality assessments, and SSES.

The gap analysis will identify what required fields in the *Guidance Document for AIA Table B-2: Asset Inventory Format Template* (Template) are available or missing. FNI will coordinate one meeting (virtual) with the County to review the gap analysis and discuss steps to complete the Template. Steps to complete the Template may include:

- A Risk Based Assessment (RBA) to rate each asset on condition, criticality, and risk
- Any data collection required identified through the gap analysis requiring field services to collect detailed information on asset locations, attributes, and condition will be additional services.

FNI will submit a draft Template to the County for one round of comments. FNI will incorporate County comments and prepare a final Template as part of the Draft AIA Report.

1.B Develop a GIS Wastewater Asset Inventory

The data from **Task 1.A** and the Template will be used to develop a GIS geodatabase of wastewater assets. FNI will coordinate one meeting (virtual) with the County to review the GIS geodatabase. FNI will provide training materials (PDF) that document how the County can update the GIS geodatabase. FNI will also provide maps (PDF) of the existing NORCESS wastewater system with the assets from this task and the RBA results.

Task 1 Meetings:

- Wastewater Asset Gap Analysis Review (virtual)

Task 1 Deliverables:

- Draft *Guidance Document for AIA Table B-2: Asset Inventory Format Template* (spreadsheet)
- GIS geodatabase of wastewater assets (geodatabase file)
- Training materials (PDF) that documents how the County can update the GIS geodatabase
- Map of existing wastewater system and RBA results (PDF)

Task 1 Assumptions:

- FNI will not gather or perform a gap analysis on data beyond what supports the required fields in the *Guidance Document for AIA Table B-2: Asset Inventory Format Template*
- The GIS geodatabase will capture all required fields in the *Guidance Document for AIA Table B-2: Asset Inventory Format Template* and maintain existing County GIS fields
- FNI will use the RBA developed as part of **Task 1** to inform CIP projects in **Task 2**.

Task 2: Capital Improvement Plan2.A Evaluate the Wastewater Collection System and Identify Capacity Projects2.A.1 Existing Model Development

FNI will utilize the County's existing wastewater hydraulic model (received in 2021) and the GIS geodatabase of wastewater assets from **Task 1** to develop an updated wastewater hydraulic model. The model will be developed in InfoWorks ICM with all gravity, LS, and force mains. FNI will use the gravity invert data from the 2021 model. FNI will update the force main profiles in the model. FNI will use available ground contour data to assign elevations to modeled manholes and air release valves (ARVs). FNI will utilize LS as-built drawings, pump curves, drawdown test data, and SCADA to model the LS. FNI will model the Wade 2 #90 LS discharge point as a free outfall to represent flow transferred to PWC. FNI will coordinate one meeting with the PWC modeling team to discuss questions on model data and setup. If the PWC modeling team has a more recent version of the County's wastewater hydraulic model, then FNI will utilize that model then proceed with the necessary updates described in this Task.

2.A.2 Existing Wastewater Flow Allocation

If PWC does not have a more recent hydraulic model with recent average dry weather wastewater flows, then FNI will proceed with developing and allocating existing wastewater flows. FNI will utilize water meter billing data for wastewater customers to load existing customer flows at the water meter's GIS location and assign them to the nearest modeled manhole. FNI will not apply diurnal patterns to the water customers.

2.A.3 Existing System Analysis

FNI will utilize the existing system model from **Task 2.A.2** to analyze existing capacity restrictions in gravity mains, LS, and force mains. FNI will conduct analysis using a Steady State hydraulic simulation with a peaking factor based on a historical review of wet weather flow monitoring data.

To identify capacity restrictions, FNI will utilize the following design criteria for model-predicted results: flow level in gravity within 3-feet (ft) of the manhole rim, influent flow to a LS over 10% higher than the LS's firm capacity (capacity with the largest pump of service), and force main velocities greater than 8 feet per second (fps) for LS identified for upsize. FNI will coordinate one meeting (virtual) with the County to review the existing system verification results and discuss any model-predicted or observed capacity restrictions.

2.A.4 Existing Capacity Projects

To size recommended capacity projects, FNI will utilize the following sizing criteria using model-predicted results: smallest common gravity main diameter to convey peak flow (wet weather flow) at 80% or less than pipe full capacity at velocities greater than 2 fps, LS firm pumping capacity handles peak influent flow without upstream capacity restriction and wet well maintains active storage volume based on pump allowable cycle time, and smallest common force main diameter to maintain peak flow velocities within 4 to 6 fps. FNI will submit draft mapping (PDF) and a list (spreadsheet) of the proposed existing capacity projects to the County for one round of comments. FNI will incorporate County comments when preparing **Task 2.E**.

2.B Evaluate the Future Wastewater Collection System and Identify Capacity Projects

2.B.1 Future System Analysis

FNI will develop a future wet weather model scenario with the 10-Year projections from **Task 4**, wet weather peaking factor from **Task 2.A.3**, and any County under-construction or in-design CIP projects. FNI will incorporate up to 5 under-construction or in-design projects based on as-built drawings provided by the County that indicate LS capacity or pipe sizes and inverts as necessary. FNI will utilize the design criteria from **Task 2.A.4** to identify future system capacity restriction. FNI will coordinate one meeting (virtual) with the County to review the future system analysis results and discuss any model-predicted capacity restrictions.

2.B.2 Future Capacity Projects

To size recommended capacity projects, FNI will utilize the sizing criteria from **Task 2.A.5**. FNI will submit draft mapping (PDF) and a list (spreadsheet) of the proposed future capacity projects to the County for one round of comments. FNI will incorporate County comments when preparing **Task 2.E**.

2.C Develop Rehabilitation and Replacement Projects from Task 1

FNI will use the RBA from **Task 1** to develop rehabilitation and replacement projects for high risk assets. FNI will submit draft mapping (PDF) and a list (spreadsheet) of the proposed rehabilitation and replacement projects to the County for one round of comments. FNI will incorporate County comments when preparing **Task 2.E**.

2.D Develop Flow Reconciliation Projects from Task 5

FNI will use the flow reconciliation analysis from **Task 5** to develop projects to further assess and improve flow measurement from NORCRESS to PWC. FNI will provide a list (spreadsheet) of the proposed flow reconciliation projects to the County for one round of comments. FNI will incorporate County comments when preparing **Task 2.E**.

2.E Develop a 10-Year CIP with Opinions of Probable Construction Cost and Project Prioritization

FNI will develop a 10-Year CIP based on the proposed Projects from **Task 2.A.4**, **Task 2.B.2**, **Task 2.C**, and **Task 2.D**. CIP projects will include opinions of probable construction cost (OPCC) in accordance with *Guidance Document for AIA Section 5*, which specifies that cost estimates are Class 5 – Planning Level estimates as defined by the Association for the Advancement of Cost Engineering International (AACEI). CIP projects will be prioritized based on risk factors from **Task 1**. FNI will prepare a draft CIP project list with prioritization factors and scoring. FNI will coordinate one meeting (virtual) to review the draft CIP project OPCC and prioritization with the County. FNI will incorporate one round of County comments after the meeting. FNI will submit a draft *Memorandum – CIP* (Word, PDF) and a draft CIP project list with prioritization factors and scoring (spreadsheet) to the County for one round of comments. FNI will incorporate County comments in the Draft AIA Report.

Task 2 Meetings:

- Model Development Review with PWC (virtual)
- Existing System Analysis Review (virtual)
- Future System Analysis Review (virtual)
- 10-Year CIP OPCC and Prioritization Review (virtual)

Task 2 Deliverables:

- Draft *Memorandum – CIP* (Word, PDF)
- Draft CIP project list with prioritization factors and scoring (Spreadsheet)

Task 2 Assumptions:

- FNI will not collect flow metering or rain gauge data as part of this task.
- FNI will utilize the hydraulic model received in 2021 or a more recent hydraulic model that PWC provides to develop the existing system model for system analysis.
- FNI will not calibrate or validate the received hydraulic model. The updated hydraulic model will be used for capacity analysis and CIP project development without comparison to flow metering data.

Task 3: Operation and Maintenance (O&M) Plan

FNI's subconsultant, HDR, will develop an O&M plan that will include identifying the current program implementation tasks and schedules as well as specific program gaps or areas for improvements. Estimates of staffing requirements will be included as part of **Task 6**. The project team will submit a draft *Memorandum – O&M* (Word, PDF) that will include the current O&M activities, recommended changes in O&M practices, and cost estimates to support the O&M activities for the next ten (10) years.

Task 3 Meetings:

- None included as part of this task

Task 3 Deliverables:

- Draft *Memorandum – O&M* (Word, PDF)

Task 3 Assumptions:

- The County will provide the current O&M program including tasks and schedules.

Task 4: Policy and Land Use Review

FNI's subconsultant, HDR, will review and utilize near term development information and other growth projections provided by the County to validate existing growth forecast data and corresponding flow projections. The project team will submit a draft *Memorandum – Policy and Land Use Review* (Word, PDF) that will provide information to coordinate land use planning with utility planning in conjunction with transportation and other investments in the I-95 corridor served by the system.

Task 4 Meetings:

- None included as part of this task

Task 4 Deliverables:

- Draft *Memorandum – Policy and Land Use Review* (Word, PDF)

Task 4 Assumptions:

- FNI will use the 10-year projections developed as part of **Task 4** to inform CIP projects in **Task 2**.
- The County will provide available development information and other growth projections prepared by others.

Task 5: Flow Reconciliation**5.A Existing Flow Reconciliation Analysis**

FNI will evaluate existing flows and develop a mass balance to compare wastewater customer flow to LS pumped flow to PWC metered flows. The wastewater customer flows will be developed by applying a return rate to water meter billing data for wastewater customers. The LS pumped flow will be calculated from LS

SCADA and/or flow meter data directly upstream of the LS. The PWC metered flows will be provided by PWC. FNI will develop a mass balance using data as available from the last 3 years.

5.B Flow Reconciliation Dashboard

FNI will develop a dashboard in Excel or Power BI (Dashboard) that inputs the source data from **Task 5.A** and displays it in a flow schematic with mass balance calculations. FNI will coordinate one meeting (virtual) with the County to review the Dashboard and discuss opportunities to further assess and improve flow measurement from NORCRESS to PWC that will be incorporated in **Task 2**. FNI will address one round of comments from the County on the Dashboard aesthetic and functionality. FNI will incorporate the County's comments and submit a final Dashboard to the County along with training documentation (PDF) on how to update the Dashboard with new source data.

Task 5 Meetings:

- Flow Reconciliation and Dashboard Review Meeting (virtual)

Task 5 Deliverables:

- Flow Reconciliation Dashboard (Excel or Power BI)
- Training materials (PDF) that documents how the County can update the Dashboard

Task 5 Assumptions:

- FNI will not collect flow metering data as part of this task.
- FNI will use the flow reconciliation developed as part of **Task 5** to inform CIP projects in **Task 2**.

Task 6: Staffing and Resources Review

FNI's subconsultant, HDR, will complete a staffing and resources review beginning with an analysis of the department's existing structure and staff duties including interviews with staff engaged in utility operations management to identify core functions for each operations work group. It will also include details such as work group composition/organization, challenges to delivering these functions, work group strengths, and potential areas for improvement. The staffing and resources review will analyze the origins of the current utility operations organization, finance/budget factors which influence organizational structure, and provide comparisons with peer utilities to illustrate possible alternatives to enhance the organization's effectiveness. FNI will submit a draft memorandum that will include the current O&M activities, resulting O&M staffing needs, and cost estimates to support the O&M activities for the next ten (10) years.

Task 6 Meetings:

- Up to 4 interviews (virtual) with County staff

Task 6 Deliverables:

- *Draft Memorandum – Staffing and Resources Review* (Word, PDF)

Task 6 Assumptions:

- County staff will attend project meetings and interviews to provide insights into utility operations.

Task 7: Rate Study

7.A Revenue Requirement Analysis

Develop the revenue requirement (financial plan) for a 10-year period to develop proposed revenues (rates) that generate sufficient revenue to support operating and capital needs of the wastewater system. The revenue requirement can be developed for up to three alternatives/scenarios based on overall O&M and

capital funding needs. FNI's subconsultant, HDR, will collaborate with the County to develop the capital funding analysis. This task will incorporate the results of the System Development Fee Study (prepared by others) to consider the overall financial needs of the water system. The analysis will include a review of financial metrics (e.g., debt service coverage, reserve levels). The final wastewater revenue requirement will be developed and provided to the County for review.

7.B Cost of Service Analysis

A cost-of-service analysis will be developed based on industry standard approaches and the County's wastewater system and customer characteristics. This analysis will evaluate the equity between the current rates and each customer class of service (e.g., residential, commercial, industrial). A final cost of service analysis will be developed and provided to the County for review.

7.C Rate Design Analysis

Proposed rates will be developed for up to a five-year period based on the results of the revenue requirement and cost of service analyses. Up to three rate structure alternatives will be evaluated for each customer class of service, with rates to be applicable across the County's entire wastewater system. A bill comparison will be developed for each rate alternative to compare the impact to customers at various levels of consumption.

Under **Task 7**, FNI's subconsultant, HDR, will utilize a generally accepted rate-setting methodology, as outlined by the *American Water Works Association (AWWA) M1 Manual, Principles of Utility Rates, Fees and Charges*. As a part of **Task 7**, HDR will hold up to three virtual/in-person project meetings with the County to review the draft results of the revenue requirement analysis, cost of service analysis, rate design analysis, and rate structure alternatives. Based on the review and discussion, modifications will be made and draft wastewater rates will be prepared. The draft rates will be provided to the County for one round of comments. FNI will incorporate County comments in the Draft AIA Report.

Task 7 Meetings:

- Up to 3 virtual one-hour meetings to review draft results

Task 7 Deliverables:

- Cost-based water rate analysis

Task 7 Assumptions:

- The County will assist in clarifying the data and assumptions of the draft analysis.

AIA Report

A. Draft Report: FNI will prepare a Draft AIA Report that summarizes the findings from **Tasks 1 – 7** and incorporates any feedback on draft memorandums and deliverables previously shared with the County for review. FNI will submit the Draft AIA Report (Word, PDF) to the County for one round of comments. At the same time, FNI will also submit the Draft AIA Report (PDF) to DWI. FNI will coordinate one meeting (virtual) with the County to discuss Draft Report comments. FNI will also coordinate one meeting (virtual) with the County and DWI to discuss Draft Report comments.

B. Final Report: FNI will prepare a Final AIA Report that incorporates County and DWI comments from the Draft Report. FNI will submit the Final AIA Report (PDF) to the County and to DWI.

C. Presentation to County Board: FNI will prepare a presentation (PPT) for the County to present to the Board and attend 1 Board meeting to answer any questions.

AIA Meetings:

- Draft Report Review Meeting (virtual)
- County Board Meeting

AIA Deliverables:

- Draft Report (Word, PDF) to County
- Draft Report (PDF) to DWI
- Final Report (PDF) to County
- Final Report (PDF) to DWI
- GIS geodatabase of wastewater assets (geodatabase file) from **Task 1** to DWI

COMPENSATION

County agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$400,000 as detailed by Task in the breakdown below:

Task	Fee
Task 1: Comprehensive Summary of Assets	<u>\$70,000</u>
Task 2: Capital Improvement Plan	<u>\$116,000</u>
Task 3: Operation and Maintenance Plan	<u>\$37,000</u>
Task 4: Policy and Land Use Review	<u>\$30,000</u>
Task 5: Flow Reconciliation	<u>\$28,000</u>
Task 6: Staffing and Resources Review	<u>\$30,000</u>
Task 7: Rate Study	<u>\$89,000</u>
Total Project Budget	\$400,000

SCHEDULE

Task	Feb. 2025	Mar. 2025	Apr. 2025	May 2025	Jun. 2025	Jul. 2025	Aug. 2025	Sep. 2025	Oct. 2025	Nov. 2025	Dec. 2025	Jan. 2026
Project Management												
Task 1: Comprehensive Summary of Assets												
Task 2: Capital Improvement Plan												
Task 3: Operation and Maintenance Plan												
Task 4: Policy and Land Use Review												
Task 5: Flow Reconciliation												
Task 6: Staffing and Resources Review												

Task 7: Rate Study												
AIA: Draft Deliverable												
AIA: Final Deliverable												
AIA: Board Presentation												

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project: N/A

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services: N/A.

ARTICLE IV

TIME OF COMPLETION: See the **Schedule**. Deliverables will be completed in accordance with the AIA Scope the County is maintaining with DWI for Grant Number AIA-W-ARP-0285.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property to which the County has lawful access as required for FNI to perform services under this Agreement.

- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- F. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require, subject to the understanding and mutual agreement that any attorney employed or retained by the County shall represent solely and exclusively the County in connection with this project, or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- G. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- H. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- I. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Amy Hall

698 Ann Street
Fayetteville, NC 28301
910-678-7637

FNI's Designated Representative – Sam Beavans

1017 Main Campus Dr., Ste 1200
Raleigh, NC 27606
919-582-5855

FNI's Accounting Representative – Kim Cruz

1000 Ashely Dr., Suite 100
Tampa, FL 33602
813-939-3871

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. ~~To the fullest extent permitted by law, Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom.~~ FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.

Per attached email
dated 6/13/25
JH

3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

Commercial General Liability

\$2,000,000 General Aggregate

Automobile Liability (Any Auto)

\$1,000,000 Combined Single Limit

Workers' Compensation

As required by Statute

Professional Liability

\$3,000,000 Annual Aggregate

5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to Client and in acceptance of Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. ~~To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation.~~ FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

Per attached email
dated 6/13/25
JK

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where Client is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

Contract Signature Page
Freese and Nichols, Inc.
Contract #: 2025478
Amount: \$400,000

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."

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.

CUMBERLAND COUNTY

ATTEST

BY: _____
Andrea Tebbe, Clerk

BY: _____
Kirk deViere, Chairman
Cumberland County Board of Commissioners

FREESE AND NICHOLS, INC.

ATTEST

BY: Sam Beavans
Sam Beavans, PE
Project Manager

BY: Brian T. White
Brian T. White, PE
Principal / Vice President

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

BY: Robin M Koonce
County Finance Director

Approved for Legal Sufficiency upon formal execution by all parties.

BY: 6/9/25
County Attorney's Office
subject to approval
by the BOC



**NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS**

4601 Six Forks Rd Suite 310
Raleigh, North Carolina 27609

Freese and Nichols, Inc.
801 Cherry Street, Ste 2800
Fort Worth, TX 76102

This is to Certify that:

Freese and Nichols, Inc. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice **engineering** 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, 2025

License No. : C-3916



**THE NORTH CAROLINA BOARD OF
EXAMINERS FOR ENGINEERS
AND SURVEYORS**

Executive Director

POST IN PLACE OF BUSINESS

Issued 06/13/2024

Attachment A



REQUEST FOR QUALIFICATIONS (RFQ)

Asset Management and Financial Plan for NORCRESS

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications that are experienced with water and wastewater utility strategic asset management and financial planning. The Northern Cumberland Regional Sewer System better known as NORCRESS, was created as a partnership between the three towns of Godwin, Falcon, and Wade as well as Cumberland County to provide sanitary sewer to the residents. The system went online October 2005 and currently serves three hundred and ninety-five (395) residential and commercial customers. Cumberland County owns the system and contracts with Public Works Commission (PWC) to treat the sewer and perform the operation and maintenance work for the system. The system has 78,692 feet of force main and four lift stations.

Assets are currently managed by a mix of spreadsheets, ArcGIS, paper files and individual expertise. NORCRESS lacks a Comprehensive Asset Management and Financial Plan (Plan) to proactively reduce the risk of infrastructure failure and plan for future conditions. The Plan will help address the three main challenges of NORCRESS including the impending risk of infrastructure failure, public health and compliance issues, and balancing the financial viability of NORCRESS and sewer affordability for communities in the NORCRESS service area. The County has obtained a grant from NCDEQ, project number AIA-W-ARP-02585 for a NORCRESS asset management and Financial Plan. The plan shall be consistent with DWI's AIA guidance document. The project shall complete statutory requirements for units designated as distressed.

SCOPE OF WORK

The project is expected to include the following items:

- 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 Plan should be in a reader-friendly document with an emphasis on maps, charts, photos, graphics and tables to convey information rather than using lengthy text. The Plan should be formatted in such a way that it is easy to update on a routine basis.

MINIMUM QUALIFICATIONS

1. The respondent shall have a minimum of 5 years of experience in water and wastewater system design. The respondent shall have successfully completed an AIA guidance document in accordance with DWI's requirements.
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 www.SAM.gov 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.

The RFQ, including all addenda and attachments for this RFQ, may be viewed, printed or downloaded from the County's website at <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx>. All interested firms are responsible for checking this website for the issuance of any addenda prior to submitting a proposal.

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, Tuesday, Sept 24, 2024**. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

**Cumberland County Public Utilities Department
Attention: Amy Hall, Public Utilities Project Manager
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 Project Manager, by e-mail to ahall@cumberlandcountync.gov, no later than **2:00 PM, Tuesday, Sept 17, 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 - Asset Management and Financial Plan for NORCRESS
Total Max Points (Per Vendor) 100

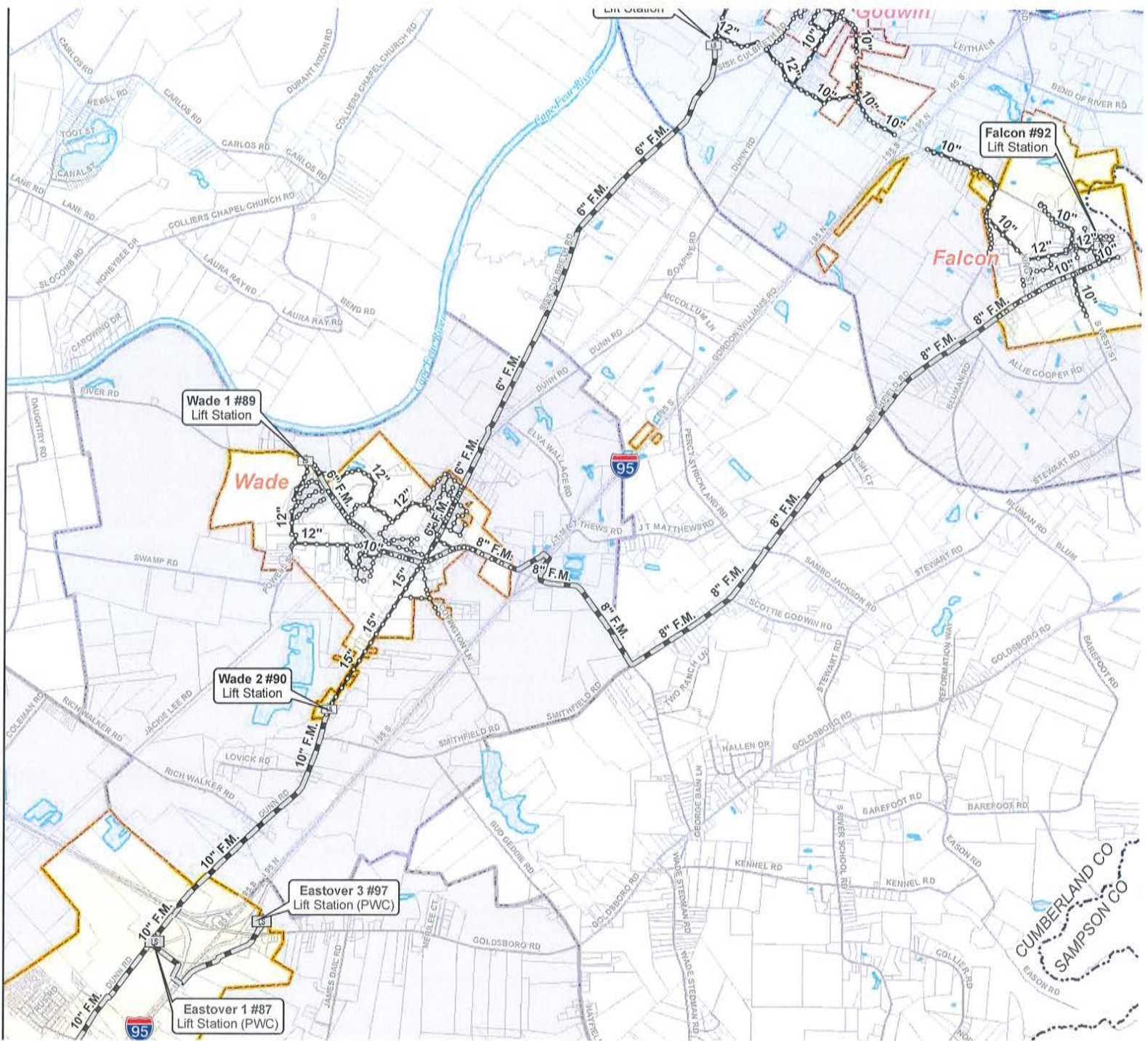
Evaluators Name: _____

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	

Additional Notes
*If additional space is needed for notes, see attached

Vendors

Attachment B



STATEMENT OF QUALIFICATIONS

Cumberland County

Asset Management and Financial Plan for NORCRESS

September 24, 2024



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919-582-5850 | freese.com

1017 Main Campus Drive, Suite 1200 | Raleigh, NC 27606

September 24, 2024

Cumberland County Public Utilities Department
Attention: Amy Hall, Public Utilities Project Manager
698 Ann Street
Fayetteville, North Carolina 28301

RE: Asset Management and Financial Plan for NORCRESS



919-582-5850 | freese.com
1017 Main Campus Drive, Suite
1200
Raleigh, NC 27606

Dear Ms. Hall and Selection Committee Members:

Cumberland County (County) understands the critical importance of strategic asset management and financial planning for water and wastewater utilities, particularly for systems like the Northern Cumberland Regional Sewer System (NORCRESS), which are vital to public health and community well-being. Freese and Nichols, Inc. (FNI), along with teaming partners HDR and Vision NC, share the County's vision of infrastructure resiliency to verify the County's goals are accomplished and residents flourish.

Our team offers several key advantages that make us uniquely qualified to support Cumberland County in this essential project:

Familiarity with the NORCRESS System: Our team has extensive experience working with the County and the NORCRESS system, including tasks such as total sanitary sewer evaluation study, Falcon lift station force main evaluation, lift station upgrades and a Capital Improvement Plan (CIP) for the system. Project Manager, Sam Beavans, has in-depth knowledge of the system, having been directly involved in all of FNI's projects with the County. Sam's insight will be invaluable in leading the successful development and implementation of the Asset Management and Financial Plan. In addition, our subconsultant partner HDR has knowledge and history working with the County. HDR is currently supporting the County on a comprehensive Water Supply Study to determine the immediate and long-term water supply needs County-wide. This study includes an evaluation of land use determinations and infrastructure needs across the County, including the area of the NORCRESS system. This familiarity gives our team a unique understanding of the challenges and opportunities facing NORCRESS.

Proven Asset Management Expertise: The FNI team brings strong experience in asset management for water and wastewater systems. We know industry best practices in developing similar asset management programs for large and small service providers nationwide. FNI is skilled in developing data-driven, GIS-integrated asset management plans that help mitigate the risk of infrastructure failure and verify regulatory compliance. Relying on this expertise, our team will provide a proactive and sustainable framework for managing NORCRESS assets, while balancing the system's financial viability and the affordability of sewer services. Similarly, HDR's North Carolina-based asset management team offers comprehensive asset management services for utilities, including strategic plans, condition assessment, rehabilitation planning and prioritization, and program assistance for implementation. HDR authored NC Division of Water Infrastructure's Water & Wastewater Utility Evaluation Guidance Document, establishing standards for asset inventory and assessment.

Municipal Specialists: FNI specializes in serving cities, towns and other public clients, and we do not pursue development work. As a result of our commitment to our clients — to be the very best at client service, resulting in long-term, mutually beneficial relationships — we have served as the trusted advisor for some of our clients for more than a century. Additionally, many of our proposed team members have worked for municipalities across the state. This history and experience gives our team the information needed for the County to make informed decisions. We are committed to partnering with Cumberland County, representing their best interests and working as an extension of County staff.

FNI appreciates the opportunity to continue collaborating with Cumberland County on this important project. We are confident that our expertise, local knowledge and commitment to delivering value will result in a successful outcome for the NORCRESS system and the communities it serves. Please contact us with any questions regarding our qualifications.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brian White'.

Brian White, PE | Principal-in-Charge
919-606-4275 | brian.white@freese.com

A handwritten signature in blue ink, appearing to read 'Sam Beavans'.

Sam Beavans, PE | Project Manager
919-582-5855 | sam.beavans@freese.com

1. Firm Overview

FNI is a client-focused, regionally based firm with national expertise. We meet client needs with responsiveness and flexibility. Dating back to our firm's founding in 1894, we put relationships first — clients, teaming partners and staff — and seek long-term relationships, many of which are counted in decades, not years.

FNI provides a broad range of services to plan, design and manage public infrastructure projects. We help our clients through every stage of the project life cycle: planning, design, program management, funding procurement, regulatory compliance, construction management, and operations and maintenance. Our project teams are known for exceeding client expectations through innovative concepts and high-performing designs.

1894

Year company was founded

1,200+

Multi-discipline professionals

30+

Offices nationwide

YEAR ESTABLISHED

1894

COMPANY SIZE

1,200 employees

BUSINESS NAME AND ADDRESS

Freese and Nichols, Inc.
1017 Main Campus Drive
Suite 1200
Raleigh, NC 27606
919-582-5850

Asset Management Overview

We have assembled a team of national experts, led locally by Berk Uslu who is Institute of Asset Management (IAM) certified, and technical subject matter experts to partner with the County in developing a successful asset management and financial plan for the NORCRESS. Several of our key team leaders — Project Manager Sam Beavans, QA/QC lead Scott Haberstroh, Principal-in-Charge Brian White and others — have worked on the County's sewer system and have a firm understanding of how it works. Our professionals will bring international best practices to the development of the County's asset management plan. Our approach to asset management applies established international asset management standards, such as ISO 55000, water industry best asset management practices established with the Water Research Foundation—Strategic Asset Management project, as well as the U.S. Environmental Protection Agency (USEPA) guidelines for developing an asset management program.



Practical Solutions for Infrastructure Management

FNI's Infrastructure Management Consulting and Water Wastewater Master Planning groups are available to help the County evaluate its sewer infrastructure risks, optimize approaches to operate and maintain its systems, and efficiently invest for maximum benefit.

Our team is dedicated to finding practical approaches to better invest in and manage Cumberland County's sewer system. We have experts in asset management, financial strategies and technology solutions who will partner with the County to meet its needs.

2. Firm's Licensure and Certificate of Insurance



**NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS**

4601 Six Forks Rd Suite 310
Raleigh, North Carolina 27609

Freese and Nichols, Inc.
801 Cherry Street, Ste 2800
Fort Worth, TX 76102

This is to Certify that:

Freese and Nichols, Inc. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice **engineering** 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, 2025

License No. : C-3916



**THE NORTH CAROLINA BOARD OF
EXAMINERS FOR ENGINEERS
AND SURVEYORS**

Executive Director

POST IN PLACE OF BUSINESS

Issued 06/13/2024

Telephone
(919) 791-2000

FAX
(919) 791-2012

EMAIL Address
ncbels@ncbels.org

WEB Site
www.ncbels.org



FREEAND-02

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2023

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:	
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Insurance Company A+ (XV)	30104
	INSURER B : Valley Forge Insurance Company A(XV)	20508
	INSURER C : Continental Insurance Company A(XV)	35289
	INSURER D : Travelers Casualty and Surety Company	19038
	INSURER E :	
	INSURER F :	

INSURED

Freese and Nichols, Inc.
801 Cherry Street, Suite 2800
Fort Worth, TX 76102

COVERAGES

CERTIFICATE NUMBER:

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 <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			7063394194	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7063394177	10/23/2023	10/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7063394180	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
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	7063394213	10/23/2023	10/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Professional Liab.			107930947	10/23/2023	10/23/2024	Per Claim \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage	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

ACORD 25 (2016/03)

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3. Experience Managing Federally Funded Local Projects

FNI has significant applied experience working with State Revolving Funds (SRF) programs, nationwide. Over several decades, FNI has delivered hundreds of projects totaling millions of dollars that utilized SRF program funds. Much of FNI's contributions involved assisting clients gain funding commitments.

FNI employs a mastery of experience for funding success, including meeting such requirements as:

- SRF applications and processes
- Specialized planning
- Disadvantaged Business Enterprise (DBE) procurement
- NEPA-level environmental documentation
- Engineering design, project and construction management
- Construction phase requirements, such as Davis-Bacon wage certification and American Iron and Steel reporting

Ultimately, our SRF expertise is brought to bear for a simple goal: *helping the County realize the savings possibilities while eliminating or minimizing delays to schedules.*



FNI excels in navigating the complexities of SRF funding, from initial project planning to final implementation, ensuring that all requirements are met on time and within budget. This experience allows us to support communities in upgrading critical infrastructure, improving resilience and safeguarding public health.

4. Services Provided by FNI

As a multidiscipline firm, FNI provides a broad range of services to help its clients through every stage of the project life cycle: planning, design, program management, funding procurement, regulatory compliance, construction management, and operations and maintenance. A select list of services offered by FNI appears below.

Water/Wastewater Utility Services

- Impact fee studies
- Funding options
- Regulatory compliance assistance
- NCDEQ coordination
- Asset management programs

Water/Wastewater Systems

- Water/wastewater master planning
- Transmission pipelines
- Wastewater lift stations
- Treatment plants
- Industrial pretreatment
- Alternative treatment studies

Water Resources

- Dam design and rehabilitation
- Water resources planning

- Dam inspections, breach analyses and emergency action plans
- Water rights
- Water conservation Program Management

Additional Services

- Architecture
- Urban Planning and Facilities
- Transportation Planning and Design
- Bond Planning
- Environmental Science
- Construction Services
- Stormwater Planning and Design
- Water Resources
- Technology Services

5. Name and Resume of Project Manager



Sam Beavans PE

Project Manager | Operations and Maintenance Planning

Sam Beavans has experience in design and construction oversight of water and sewer lines, pump stations and lift stations, and various components of water and wastewater treatment. Sam has extensive knowledge of the NORCRESS system, having been involved in the system's sewer evaluation, lift station upgrades and CIP. This insight will be critical to managing this project successfully.

Sam's diverse experience also includes condition assessments for pump stations and pipelines, pump station and lift station hydraulic testing and analysis, and water and sewer planning. Sam is also an FAA- and NCDOT-licensed drone pilot and has performed missions on a variety of projects, including environmental surveys, emergency repairs and response, and construction inspection.

EXPERIENCE

11 years

EDUCATION

BS, Biological and
Agricultural Engineering
(Concentration:
Environmental
Engineering

BS, Agricultural
Environmental
Technology

REGISTRATION

Professional Engineer, NC
#053289



Integrating data-driven strategies and proactive planning, Sam will be committed to enhancing the reliability and resilience of the NORCRESS while minimizing risks and ensuring regulatory compliance.

RELEVANT PROJECT EXPERIENCE

NORCRESS Lift Station Upgrades and Force Main Evaluation | Cumberland County | Assistant Project Manager

FNI is providing Phase II of a multiyear CIP, which includes electrical improvements at each of the four lift stations in the system as well as an evaluation of the Falcon Force Main.

Beaver Creek Pump Station Expansion | Town of Cary | Project Manager

FNI is evaluating potential areas to improve the operations at the pump station, including a hydraulics, metering and capacity evaluation. Following that, FNI will prepare a comprehensive CIP for the station through the year 2050.

Carr Creek Lift Station Improvements | City of Sanford | Project Manager

FNI is designing multidisciplinary phased improvements to the existing lift station with the first phase expanding the capacity from 0.47 MGD to 0.6 MGD. Subsequent improvements will increase the capacity up to 1.2 MGD.

Lemon Springs Lift Station Improvements | City of Sanford | Assistant Project Manager

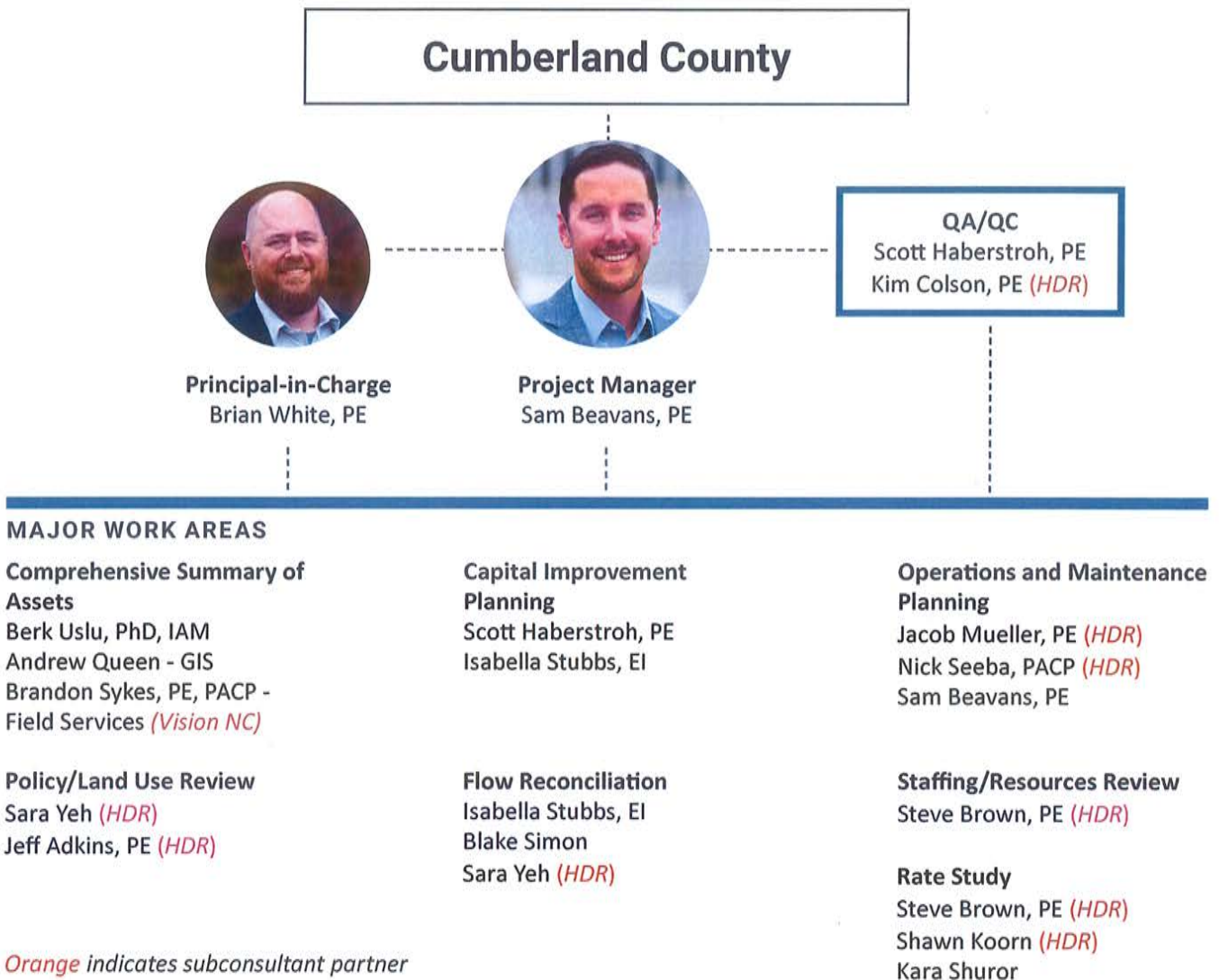
FNI designed improvements for an existing lift station, to increase the capacity from 0.32 MGD to 0.53 MGD. The improvements included upgrades to the existing pumps, piping and electrical components.

Corinth Road Gravity Sewer | City of Sanford | Engineer of Record

FNI performed a preliminary routing evaluation to determine the most cost-effective and feasible route for a new 36-inch gravity sewer and provided design services for approximately 10,000 LF of 36-inch ductile iron sewer, including jack-and-bore installations for multiple railroads and NCDOT roadway crossings. FNI also provided full-time construction observation, contract administration, submittal coordination, progress meeting and payment application review, and schedule coordination.

6. Staff Available and Their Qualifications

Organizational Chart



Choosing a Project Team

We have put forth the advance-planning effort to verify we have the **right team members**, in the **right place**, with the **right availability** to meet the County's goals. Several factors influenced this choice, including individual experience and history of working together on common projects.

Our chosen team combines decades of experience in a wide range of disciplines. This complementary blend of team member expertise in their various areas of specialization results in a solid, well-rounded team, which will ultimately benefit Cumberland County.

Beyond the proposed team, FNI has access to **1,200+ employees firmwide** to assist, as necessary. As a firm focused on client service, we will commit the resources required to get the job done.

- ✓ **Right People**
- ✓ **Right Place**
- ✓ **Right Availability**



Brian White PE

Principal-in-Charge

Brian White specializes in water, wastewater and reclaimed water system planning, asset management and modeling. Having led the County's NORCRESS Sewer Evaluation and CIP, Brian has unique knowledge of the County's system. He will leverage this insight to guide our team and provide executive oversight of the project.

Brian serves as a Senior Technical Professional through the firm's Technical Excellence Program. His experience includes hydraulic modeling, planning, design and project management. Brian is also an active member of the national AWWA Engineering Modeling and Applications Committee and serves as an active member of the local NC One Water Public Education Committee.

EXPERIENCE

22 years

EDUCATION

BS, Civil Engineering
(Water Resources)

REGISTRATION

Professional Engineer,
NC #037633

RELEVANT PROJECT EXPERIENCE

NORCRESS Sewer Evaluation and CIP | Cumberland County | Project Manager

Sanitary Sewer Collection System Asset Inventory and Assessment Grant | City of Asheboro | Senior Advisor

Big Alamance Sewershed Study | City of Greensboro | Project Manager

Wastewater Sub-Basin K Sanitary Sewer Evaluation Survey | Roanoke Rapids Sanitary District | Project Manager



Scott Haberstroh PE

QA/QC | Capital Improvement Planning

Scott Haberstroh has extensive experience with the planning, design and construction of water and wastewater infrastructure for municipal clients, including Cumberland County. Relying on his experience working on the NORCRESS system, Scott will advise our team at each project milestone and provide quality assurance and control.

Scott has managed the evaluation, design and construction of more than 15 new or rehabilitated pump stations in the last four years. He has also been involved in the design of 75+ miles of water and sewer lines across North Carolina. Scott is recognized for his ability to manage complex projects on accelerated schedules.

EXPERIENCE

23 years

EDUCATION

MEng, Civil Engineering

BS, Civil Engineering
Technology

REGISTRATION

Professional Engineer,
NC #036505

Pump Systems

Assessment

Professional #098

RELEVANT PROJECT EXPERIENCE

NORCRESS Lift Station Upgrades and Force Main Evaluation | Cumberland County | Project Manager

NORCRESS Sewer Evaluation and CIP | Cumberland County | QA/QC

12 Oaks Sewer Study and Upstream Interceptor System Evaluation | Town of Holly Springs | Project Manager

Corinth Road Gravity Sewer | City of Sanford | Project Manager



Kim Colson PE

QA/QC

Kim Colson has supported the County for many years and brings significant institutional knowledge of the County's preferences and needs. Kim specifically worked with the County to secure the AIA funds for this project and is aware of the overarching project need. He will continue to support the County by leveraging his knowledge of ongoing, planned and past projects to help meet the intent of this project.

Kim's professional experience spans over three decades of service with NCDEQ. He managed a multidisciplinary division that administered multi-billion-dollar infrastructure programs while serving as the Director of the Division of Water Infrastructure and Section Chief for NCDEQ's Infrastructure Finance Section.

EXPERIENCE

36 years

EDUCATION

BS, Biological and
Agricultural Engineering

REGISTRATION

Professional Engineer,
NC #19286



RELEVANT PROJECT EXPERIENCE

Water Supply Study | Cumberland County | Funding Application and Regulatory Support

Gray's Creek Preliminary Engineering Report | Cumberland County | Funding Application, Funding Administration Support, and Financial Analysis

Funding Support Services | Cumberland County | Funding Applications

Landfill Infrastructure Improvements Funding | Cumberland County | Funding Analysis, Funding Applications, and Funding Administration



Berk Uslu PhD, IAM

Comprehensive Summary of Assets

Berk Uslu is an asset management professional with a 16-year track record in strategic, tactical and operational management of wastewater and water infrastructure assets. He will leverage his experience to assist with capital improvement planning.

Berk has successfully implemented asset management programs for more than 100 clients, leveraging his expertise in data and modeling to optimize decision support, condition assessment, and renewal engineering.

EXPERIENCE

16 years

EDUCATION

PhD, Civil Engineering
MS, Civil Engineering
BS, Civil Engineering

CERTIFICATION

Asset Management
Certification, Institute
of Asset Management

RELEVANT PROJECT EXPERIENCE

Asset Management/Work Order System Needs Assessment | Sewerage and Water Board of New Orleans, LA | Assistant Project Manager

Comprehensive Storm Drainage System Assessment | City of Dallas, TX | Capital Improvements Planning

Risk Based Asset Management Plans for Conveyance System* | Pinellas County, FL Water Utility | Lead Asset Management Consultant

Risk Based Asset Management Plans* | Vallecitos Water District, CA | Asset Management Consultant

**Prior to joining FNI*



Andrew Queen

GIS

Andrew Queen is a GIS Analyst, providing GIS and data management support for water and wastewater planning projects. Andrew provided GIS support on the NORCRESS Sewer Evaluation and CIP project, and will provide GIS support for this project.

He is skilled at producing geodatabases and is experienced in SQL, data management techniques and the use of the ESRI suite of tools, including ArcMap, ArcCatalog and ArcGIS Online. Prior to joining FNI, Andrew produced geodatabases for the National Geospatial Intelligence Agency under a task-order contract with another firm.

EXPERIENCE

5 years

EDUCATION

BS, Geographic Information Systems

BS, Computer Science

BS, Environmental Science

REGISTRATION

FAA 107 Commercial Drone Remote Pilot Certificate #4530009

RELEVANT PROJECT EXPERIENCE

NORCRESS Sewer Evaluation and CIP | Cumberland County | GIS Analyst

Sanitary Sewer Collection System Asset Inventory and Assessment Grant | City of Asheboro | GIS Analyst

Big Alamance Sewershed Study | City of Greensboro | GIS Analyst

Wastewater Master Plan Update, Sanitary Sewer Evaluation Study, and Water and Wastewater Rate Study | City of Alvin, TX | GIS Analyst



Brandon Sykes PE, PACP

Field Services



Brandon Sykes is experienced with utility evaluation and replacement solutions. He will lead the field assessment and any CCTV efforts needed to assist with assessing the NORCRESS infrastructure.

Brandon has served as Project Manager/Engineer for municipal capital improvement projects related to linear sewer rehabilitation and replacement. His areas of expertise include sewer system evaluation planning, condition assessment, sewer collection system replacement and trenchless rehabilitation design, water distribution design, bid coordination and construction administration services, sewer flow monitoring and inflow/infiltration (I/I) studies and miscellaneous general civil engineering evaluation and design.

EXPERIENCE

20 years

EDUCATION

BS, Environmental Engineering

REGISTRATION

Professional Engineer, NC #033747

PACP/MACP/LACP, NASSCO #U-1206-4217

RELEVANT PROJECT EXPERIENCE

NORCRESS Sewer Evaluation and CIP* | Cumberland County | Field Services

Westlake Downs Sewer Assessment | City of Sanford | Project Engineer

Sewer Assessment and Rehabilitation Program | Town of Lillington | Field Services

Flow Monitoring and Sanitary Sewer Evaluation | City of Goldsboro | Field Services

Fort Liberty System-Wide Sanitary Sewer Evaluation Survey | Field Services

**Prior to joining Vision NC*



Isabella Stubbs EI

Capital Improvement Planning | Flow Reconciliation

Isabella Stubbs will leverage her wastewater master planning expertise to support our team with capital improvements planning and flow reconciliation.

EXPERIENCE

3 years

EDUCATION

BS, Environmental Engineering

REGISTRATION

Engineer Intern, NC #A-30344

Isabella has passed her PE exam and is expected to obtain her license in January 2025.

Isabella's experience includes wastewater collection system and water system modeling, flow projections, and system analyses, SSES and I/I studies, dashboard development, and CIP planning. Her software experience includes InfoWorks ICM, ArcGIS/Pro, Power BI, InfoWater, WaterGEMS, and SewerGEMS.

RELEVANT PROJECT EXPERIENCE

Sanitary Sewer Collection System Asset Inventory and Assessment Grant | City of Asheboro | Modeling

Wastewater Master Plan | Greenville Utilities Commission | Modeling and CIP Support

Big Alamance Sewershed Study | City of Greensboro | Project Engineer

Wastewater Master Plan | Greenville Utilities Commission | Assistant Project Manager

Sewer Model and Master Plan | Jackson County Water & Sewerage Authority, GA | Modeling



Jacob Mueller PE

Operation and Maintenance Planning

Jacob Mueller focuses on the study and development of utility operations and management strategies. Jacob will use this skillset to support the County on the project by identifying efficient and useful strategies for Operations and Maintenance Planning.

Jacob focuses on developing processes and initiatives that result in more effective utility management. This approach has proved effective throughout North Carolina and has been applied to a wide variety of challenges including distribution and collection system performance, managing maintenance workload, and building resilience into overall utility operations.

RELEVANT PROJECT EXPERIENCE

Comprehensive Water and Wastewater Master Plan | Town of Mooresville | Task Lead

Collection System Improvement Plan | City of Winston-Salem | Deputy Project Manager

Funding Support Services | Cumberland County | Quality Control

Landfill Infrastructure Improvements Funding | Cumberland County | Quality Control



EXPERIENCE

12 years

EDUCATION

Master of Business Administration

BS, Environmental Engineering

REGISTRATION

Professional Engineer, NC #045151



Nick Seeba **PACP**



Operation and Maintenance Planning

Nick Seeba is an expert in data analysis, process management, and implementation. He has honed these skills over the past 18 years and will leverage these abilities to support the County alongside Jacob Mueller on Operation and Maintenance Planning for this project.

Nick previously worked for the City of Winston-Salem/Forsyth County (WSFC) Utilities and WSFC School System and supported a wide range of operation and maintenance planning efforts for both entities. While with WSFC Utilities, Nick help incorporated Cityworks software for improved work order flow and supported utility services coordination and collection system operations and maintenance efforts. Nick served as the Director of Planning and Construction for WSFC Schools and supported utilized spatial data management to improve their process and approach to planning and construction of various capital projects.

EXPERIENCE

18 years

EDUCATION

BS, Construction
Engineering Technology

CERTIFICATIONS

NASSCO and PACP
Trainer

RELEVANT PROJECT EXPERIENCE

Wastewater Collection System Engineer | WSFC Utilities | System Supervisor

Collection System Improvement Program | WSFC Utilities | Subject Matter Expert

Wolfspeed Water Main Extension | City of Asheboro | Project Manager

Automated Metering Infrastructure Program | WSFC Utilities | Project Manager



Sara Yeh



Policy and Land Use Review | Flow Reconciliation

Sara Yeh has supported the County on many past funding efforts and is currently serving as the Project Manager for the County's Water Supply Study project. The work she is currently performing on the Water Supply Study directly correlates to this project and will be used to support the Policy and Land Use tasks and Flow Reconciliation efforts.

Sara leads water supply planning, watershed management, and stormwater management activities for multiple communities across North Carolina. Her expertise includes developing risk assessments, hydrologic modeling and analysis, policy interpretation, geospatial analysis, and workshop facilitation. Sara enjoys exploring the challenges, risks, and strengths unique to every water utility and helping clients continue to provide critical water services.

EXPERIENCE

7 years

EDUCATION

BS, Environmental
Studies

MS, Water Resources
Management

RELEVANT PROJECT EXPERIENCE

Comprehensive Water and Wastewater Master Plan | Town of Mooresville | Task Lead

Funding Support Services | Cumberland County | Technical Support

Landfill Infrastructure Improvements Funding | Cumberland County | Technical Writer

Water Supply Study | Cumberland County | Project Manager



Jeff Adkins PE

Policy and Land Use Review

Jeff Adkins has participated in past funding efforts for the County and is currently Senior Advisor for the County's Water Supply Study. Jeff will leverage the knowledge he has gained from past projects with the County and his tenured career in the industry to support the Policy and Land Use task for this project.

Jeff has dedicated his career to planning water resources, utility performance, and design solutions for water-wastewater facilities. His experience spans from project management and organizational leadership to water/wastewater design and water resources planning. Jeff has worked in both public sector and consulting engineering, where he was responsible for long-range utility planning, asset management, water conservation, and regional relationships.

EXPERIENCE

32 years

EDUCATION

MS, Civil Engineering

BS, Mechanical Engineering

REGISTRATION

Professional Engineer,
NC #018890



RELEVANT PROJECT EXPERIENCE

Comprehensive Water and Wastewater Master Plan | Town of Mooresville | Master Planning

Collection System Master Plan | Town of Clayton | Project Supervisor

Water Supply Study | Cumberland County | Senior Advisor

Western Intake Partnership Program Management/Governance | City of Durham | Program Management



Blake Simon

Flow Reconciliation

Blake Simon has over a decade of experience in GIS as it relates to water/wastewater planning. Relying on this dashboard development experience, Blake will assist with flow reconciliation.

Blake recently completed his MGIS program at Penn State, where he focused on GIS database management and data manipulation using the Python, SQL and JavaScript languages. He has expertise in coastal vegetation identification, field work logistics and scheduling, data management and analysis, wetland science, GIS, information technology and natural resource management.

EXPERIENCE

11 years

EDUCATION

MS, Geographic Information Systems

BS, Natural Resources/
Environmental Quality

CERTIFICATIONS

FAA UAS Certified
Drone Pilot

MMO Protected Species
Observer Certification

RELEVANT PROJECT EXPERIENCE

Wastewater Master Plan | Greenville Utilities Commission | Dashboard Developer

Wastewater Modeling Study | City of Durham | Dashboard Developer

Water and Wastewater Master Plan Update | City of Frisco, TX | Dashboard Developer

Distribution System Hydraulic Model | Orange Water and Sewer Authority | Dashboard Developer



EXPERIENCE

38 years

EDUCATION

Masters of Civil Engineering

BS, Civil Engineering

REGISTRATION

Professional Engineer,
NC #16737

Steve Brown PE

Staffing/Resource Review | Rate Study

Steve Brown is a former local government public works and utility director bringing a unique perspective to facilitating successful outcomes on municipal service projects. Steve will leverage his past experience to support the County with capital improvement planning, staffing and resources, and rates studies.

Steve has directed several large programs, primarily representing the owner's interests, and also has extensive experience overseeing public works and utilities operations and management. He has been an active participant in completing several complex multi-party interlocal agreements for water and wastewater utility services.

RELEVANT PROJECT EXPERIENCE

Comprehensive Water and Wastewater Master Plan | Town of Mooresville | Organizational and Risk Assessment, Emergency Response Planning

Water System Development Fee and Rate Studies | Chatham County | Project Manager

Gray's Creek Preliminary Engineering Report | Cumberland County | Quality Control

Western Intake Partnership Program Management/Governance | City of Durham | Project Coordinator



EXPERIENCE

29 years

EDUCATION

BS, Business Administration

BS, Managerial Economics

Shawn Koorn

Rate Study

Shawn Koorn is a financial analyst providing utilities with financial planning, cost-benefit analysis, and economic review for development of rate and cost of service studies for utilities. Shawn will use his expertise to support the County and work to develop a Rate Study for informed decision making.

Shawn's experience involves all analytical aspects of the utility financial planning process. He understands complex technical issues involved with each project, as well as the broader economic issues that today's public and private utilities are facing. He also works with retail and wholesale customers where it is critical that the costs be allocated such that the wholesale customers do not receive any costs associated with distribution related facilities.

RELEVANT PROJECT EXPERIENCE

Water System Development Fee and Rate Studies | Chatham County | Deputy Project Manager

Wastewater Rate and Fee Study | Orange County Sanitation District, CA | Project Manager

Water and Sewer Rates and Fee | Dublin an Ramon Service District, CA | Project Manager

Water and Sewer Rate Study | City of Santa Barbara, CA | Project Manager





Kara Shuror

Rate Study

Kara Shuror has a background in working for municipal government and utility management, leading change initiatives in the areas of financial management. She will support the County by developing a rate study.

Kara has a history of success in data technology, customer satisfaction and organizational development. For a number of years, Kara was the Deputy Director, Interim Director and Assistant Water Director with the City of Fort Worth, TX, where she provided executive leadership for the strategic and tactical operations of the utility's business services.

EXPERIENCE

31 years

EDUCATION

MA, Urban Affairs

BA, Sociology

RELEVANT PROJECT EXPERIENCE

Water and Wastewater Master Plan and Impact Fee Update, Rate Study and Alternative Capacity Requirement Assistance | City of Krum, TX | Financial Analyst

Water/Wastewater Rate Study, Solid Waste Collection Fee Study, and Stormwater Utility Fee Study | City of Lawton, OK | Financial Analyst

Wastewater Master Plan | City of Galveston, TX | Financial Analyst

Water Master Plan | City of Galveston, TX | Financial Analyst

7. Disadvantaged Business Enterprise Information

FNI nor its subconsultants are classified as Disadvantaged Business Enterprise (DBE) firms. If the negotiated scope offers additional subconsulting opportunities, FNI maintains a database of DBE firms that we can call on to fulfill the services needed. FNI values its DBE/HUB partners and sees them as essential collaborators in delivering successful projects.

8. Subconsultants

FNI has partnered with HDR and Vision NC to support our efforts on this project. HDR has a history of working with Cumberland County, including writing the grant for this project. Vision NC is a leading expert firm for field assessments and CCTV inspections. Brandon Sykes of Vision NC has worked with the FNI team for several years and is a trusted partner. More information on these firms can be found below. In addition, the table to the right details the estimated percentage of services each subconsultant firm will provide.

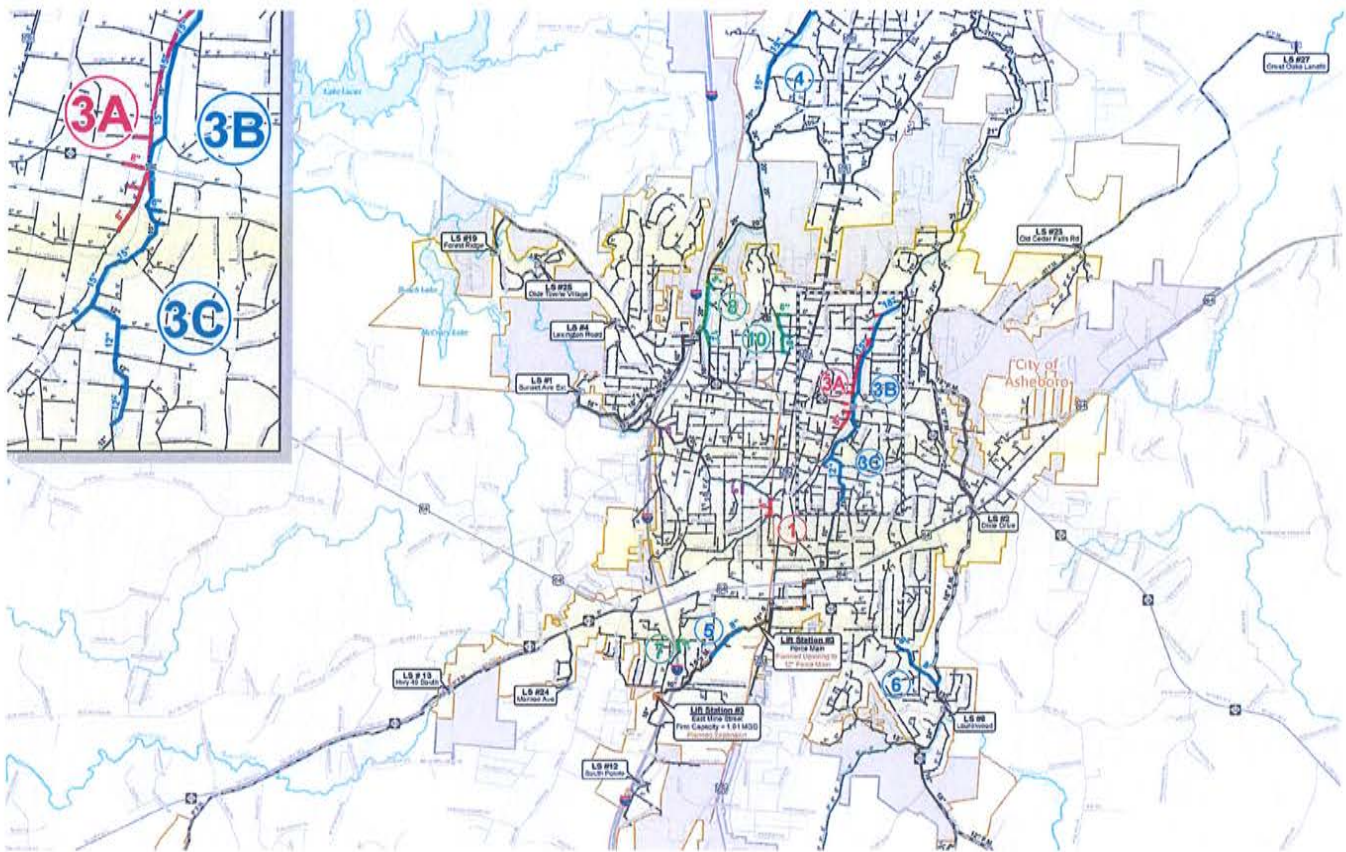
Subconsultant Firm	Estimated % of Services
HDR	40%
Vision NC	5%



HDR has partnered with clients to shape communities since 1917. The firm specializes in planning, engineering, architecture, environmental, and construction administration services. With over 13,000 employees in more than 225 offices around the world, HDR thinks global and acts local. HDR is a global employee-owned firm providing architecture, engineering, consulting, construction administration and related services through our various operating companies. HDR, Inc., is the financial holding corporation for HDR Engineering, Inc. and its subsidiaries.



Vision NC delivers superior field assessment and inspection services to clients throughout North Carolina. The firm's robust field services include pipeline cleaning, CCTV inspection, manhole scanning and inspection, lateral inspection, smoke testing, dye testing and flow monitoring. Vision NC has NASSCO-licensed technicians who can perform MACP, PACP and LACP inspections on collection systems and take the guesswork out of clients' underground utilities by providing advanced inspection techniques, condition assessment and reporting.



Sanitary Sewer Collection System Asset Inventory and Assessment

City of Asheboro

The City of Asheboro's existing wastewater collection system consists of 206 miles of gravity sewer lines, 29 miles of force mains, 27 lift stations and a single wastewater treatment facility.

The City has experienced a large number of sanitary sewer overflows (SSOs) due to capacity and wet-weather constraints. FNI assisted the City in preparing and obtaining an AIA grant from DWI to address the system deficiencies related to the collection system.

Utilizing the AIA grant funding, FNI developed a risk-based assessment (RBA) for the City's entire collection and developed a hydraulic model of the City's backbone system. The model was used to analyze the capacity of the existing collection system and identify deficiencies that contribute to the SSOs. The RBA used information from the GIS and system inventory in conjunction with model results to score pipeline replacement and rehabilitation candidates. Candidates were grouped and ranked by overall risk score to help the City prioritize further actions.

COMPLETION DATES

Original timeline:
01/2021-04/2022

Final timeline:
01/2021-04/2022

COST

Original Estimate:
\$157,500

Final Cost:
\$157,500

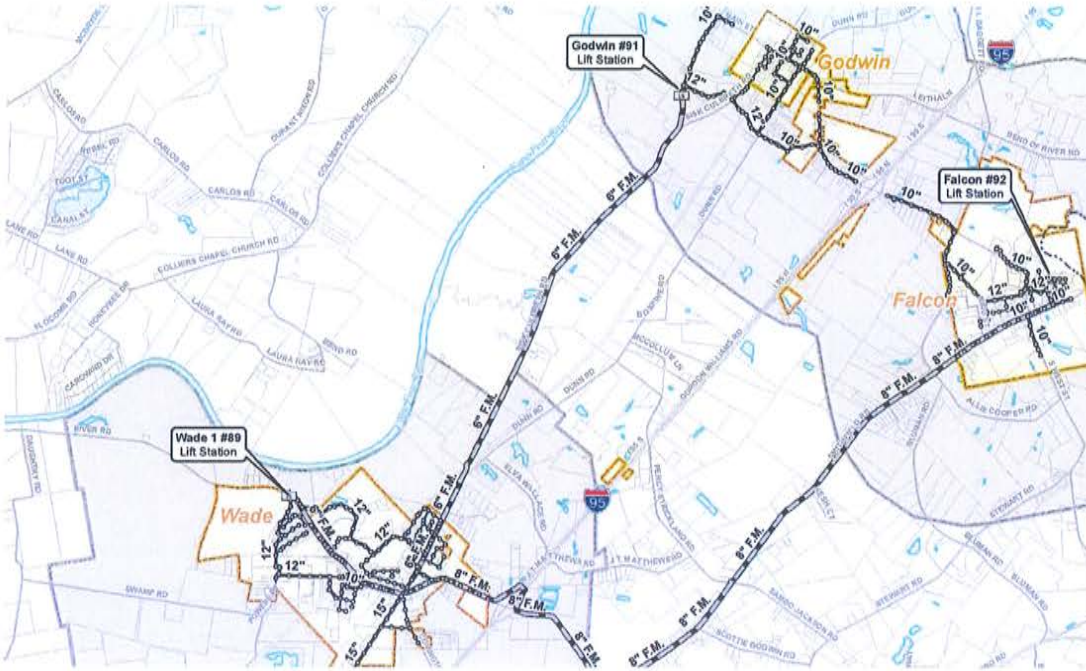
REFERENCE

Michael Rhoney
Water Resources Director
146 North Church Street
Asheboro, NC 27204
336-626-1201
mrhoney@ci.asheboro.nc.us

TEAM MEMBERS

- Brian White - Senior Advisor
- Isabella Stubbs - Modeling
- Andrew Queen - GIS

9. Prior Experience with Similar Projects.



NORCRESS Improvements

Cumberland County

FNI began working on the County's NORCRESS in 2020, providing an overview of the sanitary sewer system needs, required infrastructure to meet those needs, and a plan to achieve those needs on a short-term and long-term basis. Subsequently, FNI is currently working on the proposed improvements, including four lift station upgrades and an evaluation of the Falcon Force Main.

A main focus for corrective action was a 7-mile-long, 8-inch-diameter force main that conveys roughly 60,000 GPD flow from the Falcon Pump Station. The FNI team also provided condition assessments, pump station drawdown testing and detailed system analysis, along with recommendations for the Falcon, Godwin, and two Wade Pump Stations within the NORCRESS system.

The Falcon Pump Station system consists of a long force main creating operational and maintenance challenges for the County. In addition to performing a condition assessment for the pump station, FNI provided pump testing and hydraulic analysis for the pumps and force main. The results of the testing indicated reduced capacity in the system which is most likely attributed to sediment build up in the force main as well as entrapped gases in the pipe. FNI recommended that the County perform system cleaning of the force main and additional pump and force main field testing to identify areas of air or gas within the force main and install additional air valves to reduce the issue.

FNI also updated the collection system model that Fayetteville PWC maintains for the NORCRESS. The modeling task included flow monitoring to establish base collection system flows and evaluate rainfall-induced inflow and infiltration. The results of the model were used to provide CIP recommendations for the NORCRESS.

COMPLETION DATES

Original timeline:

- Sewer evaluation and CIP: 11/2021
- Lift Station Upgrades and Force Main Evaluation: 12/2024

Final timeline:

- Sewer Evaluation and CIP: 11/2021
- Lift Station Upgrades and Force Main Evaluation: Ongoing (estimated completion 12/2024)

COST

Original Estimate:

- Sewer Evaluation and CIP: \$106,669
- Lift Station Upgrades and Force Main Evaluation: \$292,775

Final Cost:

- Sewer evaluation and CIP: \$106,669
- Lift Station Upgrades and Force Main Evaluation: N/A

REFERENCE

Amy Hall
Administrative Program
Officer/Public Utilities
Specialist
130 Gillespie Street, Suite
214 Fayetteville, NC 28301
910-678-7637
ahall@
cumberlandcountync.gov

TEAM MEMBERS

- Brian White - CIP Task Lead
- Scott Haberstroh - Project Manager
- Sam Beavans - Assistant Project Manager
- Andrew Queen - GIS



Hydraulic Model Update

Town of Southern Pines

FNI is updating the Town's water distribution hydraulic model to support the completion of an Asset Management Plan as part of an American Institute of Architects grant funded program.

As part of the model update, FNI is collecting system data for the purpose of model calibration, including Hydrant Pressure Recordings (HPR), system SCADA data and meter billing data overlapping the HPR period. The Town's model is being built using WaterGEMS software with one-to-one connectivity to the Town's updated GIS database. FNI incorporated the system's operational inventory into the model so that it simulates real-world conditions and existing control strategies for extended-period simulations.

FNI will calibrate the new water model based on the collected operational data and assess the system hydraulics in a hydraulic characterization report. The final model, existing condition analysis, conclusions and recommendations will be incorporated into the Town's Asset Management Plan, and the model may be used in future, separate projects, to predict future scenarios.

COMPLETION DATES

Original timeline:

11/2023-6/2024

Final timeline:

11/2023-Ongoing

(estimated completion
12/2024)

COST

Original Estimate:

\$60,000

Final Cost:

TBD, project is ongoing

REFERENCE

James Michel, PE
Town Engineer/Assistant
Public Works Director
125 SE Broad Street
Southern Pines, NC 28387
910-692-1983
jmicel@
southernpines.net

TEAM MEMBERS

- Brian White - Senior Advisor
- Andrew Queen - GIS



Comprehensive Water and Wastewater Master Plan



Town of Mooresville

HDR worked with the Town of Mooresville Public Utilities Department to develop a comprehensive utility-wide master plan that identifies and prioritizes expansion, improvement, rehabilitation, and replacement projects for Mooresville's water and wastewater treatment facilities, pump stations, water distribution and sanitary sewer collection systems for continued service area growth, future regulatory requirements, resilience, and reliability.

This comprehensive master plan addressed a range of water and sewer capital project drivers: accommodate continued service area growth, meet future regulatory requirements, enhance resilience, and maintain reliability. Additionally, the planning process incorporated findings from the recent AWIA-driven Risk and Resilience Assessment and Emergency Response Planning and reviewed the utility organizational structure and staffing. The latter compared the organization with successful peers, and provided recommendations to accommodate growth, meet future operational and maintenance needs, and maintain customer satisfaction. The Town and HDR collaborated to identify, prioritize, and estimate associated expansion, improvement, rehabilitation, and replacement projects. As a result of the integrated and prioritized capital planning effort, the Town increased its understanding of the balance between the capital needs of aging treatment facilities and a relatively young collection and distribution system, interbasin transfers, and wastewater discharge limitations.

HDR conducted an Organizational Assessment that provided recommendations for enhancing operational and organizational effectiveness, in coordination with other features of the Master Plan. This assessment incorporated staff interviews, evaluation of existing employee organization structures and operating procedures, current operational performance, and existing system and employee functions. HDR evaluated the size and organizational structure of the utility's workforce using benchmarking comparisons to other water and wastewater utilities, including other similarly scaled utilities in the region and elsewhere in North Carolina that have historically succeeded under similar growth and demographic conditions.

COMPLETION DATES

Original timeline:
5/2021

Final timeline:
10/2021

COST

Original Estimate:
\$633,000

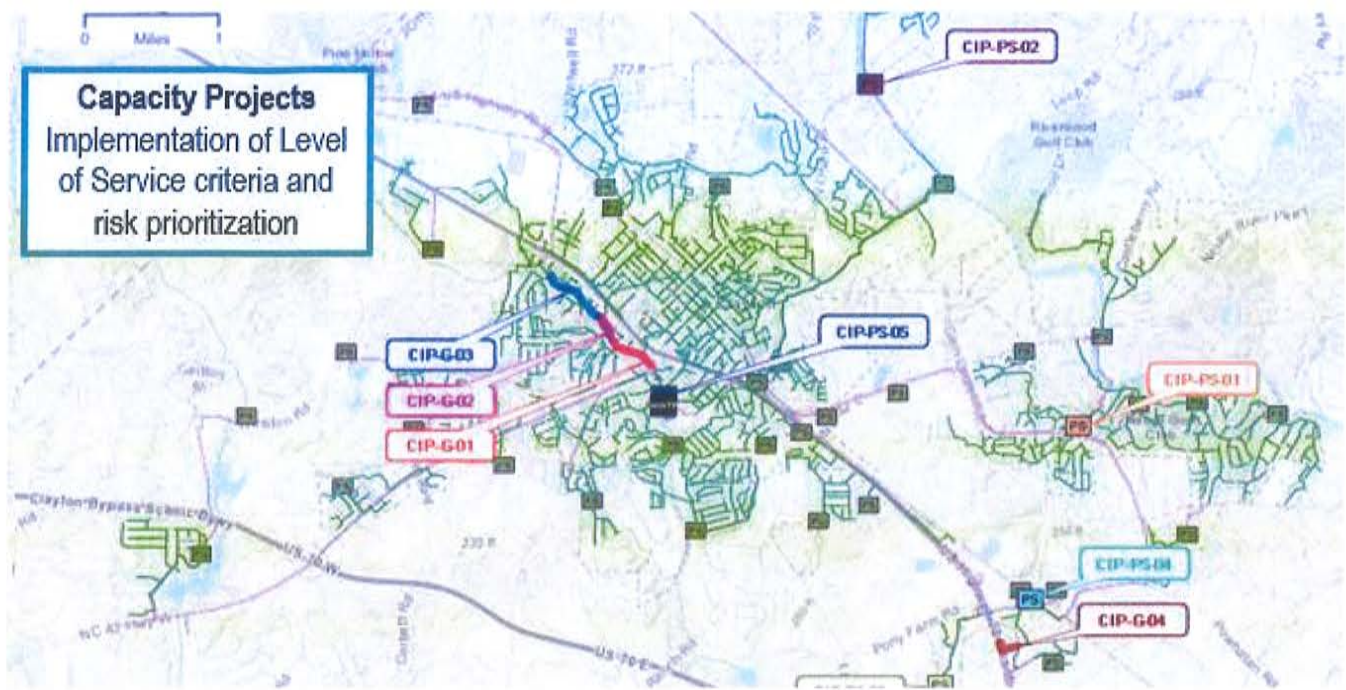
Final Cost:
\$689,200

REFERENCE

Allison Kraft, PE
Director of Public Utilities
413 North Main Street
Mooresville, NC 28115
704-799-4066
akraft@moorevillenc.gov

TEAM MEMBERS

- Steve Brown - Organizational Review Task Lead
- Jeff Adkins - Master Planning
- Jacob Mueller - Condition Assessment & Renewal Planning Task Lead
- Sara Yeh - Project Identification Task Lead



Collection System Master Plan

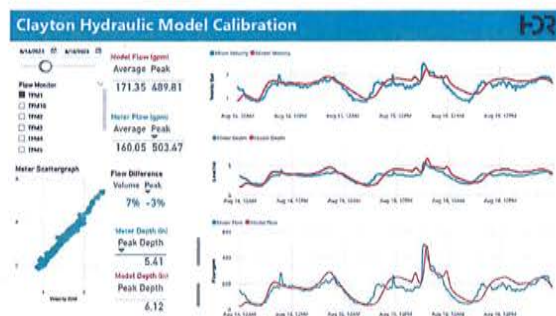


Town of Clayton

Continuous growth, aging infrastructure, and changes in staffing present challenges for a community committed to providing reliable, sustainable, high-quality, and affordable wastewater services. Clayton proactively responded by initiating a Wastewater Collection System Master Plan (CSMP) project to guide utility infrastructure management. The CSMP project is identifying and prioritizing wastewater collection system improvements, including rehabilitation and replacement projects, as well as expansion projects, to meet future regulatory requirements, enhance system resiliency, maintain reliability, and meet customer needs. Additionally, the CSMP is providing documentation of the system and its operation that will be a repository for the institutional knowledge of existing staff and a resource for future staff. The CSMP provides a roadmap for short-term and long-term wastewater infrastructure capital improvement planning across all project drivers: capacity, regulatory, and asset management/R&R.

HDR's Standard Hydraulic Model Calibration

The model calibration dashboard is used on every master planning project; it has advanced modeling practitioners' ability to very quickly sort and filter large volumes of flow monitoring data in support of model calibration. In addition, it provides the team practical data visualizations to communicate positive calibration results, as well as challenging calibration issues that may require investigation.



COMPLETION DATES

Original timeline:

06 /2023

Final timeline:

11/2024 (estimated)

COST

Original Estimate:

\$250,000

Final Cost:

Ongoing

REFERENCE

Joshua Baird, PE, CFM
Water Resources Director/
Interim Engineering
Director
111 East Second Street
Clayton, NC 27520
919-553-1554
jbaird@
townofclaytonnc.org

TEAM MEMBERS

• Jeff Adkins - Project
Supervisor

10. Project Deliverables

Project Understanding

The NORCRESS Water and Sewer District is a regional wastewater collection system created as a partnership among Cumberland County and the towns of Wade, Godwin, and Falcon. The system was constructed to address failing septic tanks in the rural, low-income communities located in the northern quadrant of Cumberland County east of the Cape Fear River and adjacent to Interstate-95. The system was placed into service in October 2005 and currently provides sewer service to 395 residential and commercial customers. The NORCRESS service area is roughly 3.69 square miles in total. The existing NORCRESS sewer system consists of four lift stations, 21 miles of gravity main, and 14 miles of force main. Wastewater from the NORCRESS sewer system ultimately flows into facilities owned by the Fayetteville Public Works Commission (PWC) under an interlocal agreement among PWC, NORCRESS, Cumberland County's Eastover Sanitary District (ESD), and the Cumberland County Board of Education (CCBE). Flow from these entities is pumped across the Cape Fear River to PWC's Cross Creek Water Reclamation Facility (WRF). Under an agreement between the County and PWC, PWC operates and maintains the NORCRESS collection system. PWC also maintains a wastewater system model of the entire drainage basin, which includes NORCRESS.

Factors driving a need for asset management and financial planning in NORCRESS include:

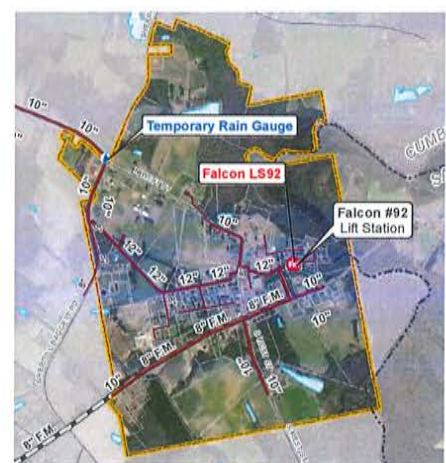
- Desire to create a framework to identify full cost of service for future customers
- Desire to equitably finance continued operation and asset management and maintain system viability
- Identification of over \$1.5M in failing infrastructure needs
- Desire to coordinate land use planning with utility planning in conjunction with transportation and other investment in the I-95 corridor served by the system
- Desire to develop utility policy and guidance consistent with land use plans

Development of a Comprehensive Asset Management and Financial Plan (CAMFP) will aid in quantifying the long-term operation, maintenance, rehabilitation, and replacement requirements of the existing NORCRESS system to bolster resiliency and avoid unplanned expenses such as those now occurring at the pump stations as described in the 2021 Comprehensive Sewer Evaluation Report. Our team of FNI, HDR, and Vision NC are the most familiar with the County's systems to help work with you on your CAMFP. We offer the following approach and benefits to the County.

Project Approach and Benefits

Comprehensive Summary of Assets: The FNI team has the most extensive experience and understanding of the NORCRESS system, having completed a sewer system evaluation study (SSES) in 2021 and working with the County to implement recommendations through ongoing design work today. The SSES included a gap analysis to review the existing system information and document a summary of existing assets and GIS mapping available through PWC. This analysis provides the basis for a new framework to provide the County with a comprehensive summary of assets for NORCRESS as well as recommendations for a database management system that will allow the County to easily view and assess system information and maintain the status of critical infrastructure moving forward.

We have added Brandon Sykes with Vision NC to the project team to support additional field services that may be required for collecting more detailed information on asset locations, attributes, and condition. Brandon was involved in the initial study provided by FNI in 2021 and performed flow

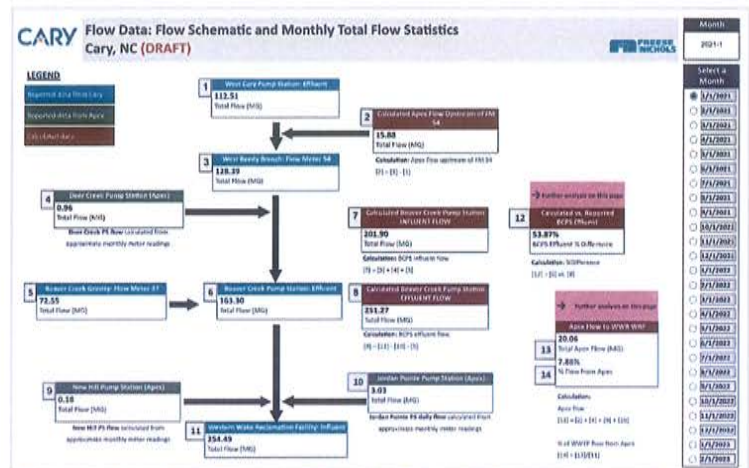


Many of the NORCRESS assets are already in a GIS system. Our team will expand on that information and provide the County with tools to better access and use that data.

Policy and Land Use Review

Proper land use planning and policy-setting are integral to continued growth in Cumberland County. HDR team members understand how land use regulation and policy can be applied to drive strong, sustainable economic and population growth, benefiting the NORCRESS service area. HDR's Jeff Adkins, former Water Resources Manager for Cary, has two decades of long-range planning experience for Cary and multiple North Carolina clients. He and team member Sara Yeh have already conducted reviews of regional and county planning documents, including for the NORCRESS area, as part of the County's ongoing Water Resources Study. They will build on that effort in this project to help County and NORCRESS leadership to craft practical land use policies which support sustainable growth.

Flow Reconciliation: The NORCRESS system is comprised of three small gravity collection systems: Godwin, Falcon, and Wade. Each system has its own lift station which all pump to main gravity collection interceptor that flows into the Wade No. 2 lift station which then pumps flow to the PWC collection for treatment. The systems have varying levels of RDII and operational challenges. One key to understanding the flows in the system is direct access to telemetry data that can provide the County with key resources to better visualize where and how flows are collected and transmitted to PWC. Once the equipment is in place to gather and transmit the data, FNI can provide the County with a dashboard to read the data and visualize key statistics for County staff to make informed decisions.



FNI developed a flow tracking dashboard that ingests various flow monitoring data to evaluate contractual flows with Cary and Apex

An additional key to flow reconciliation is clear understanding of the flows that are pumped to PWC for treatment. Currently PWC manages a flow monitor and uses this data to bill the County for the wastewater flows, the County does not have direct access to this data. During the SSER project, a flow monitor was installed at the Wade 2 lift station and data was compared to the PWC flows. The results indicated some discrepancies between the data, suggesting higher PWC flows. FNI recommends a permanent meter at this location that also provides a live data stream to the County and integrates to a live dashboard feed to confirm billing information for the flows generated to PWC.

Staffing and Resources Review

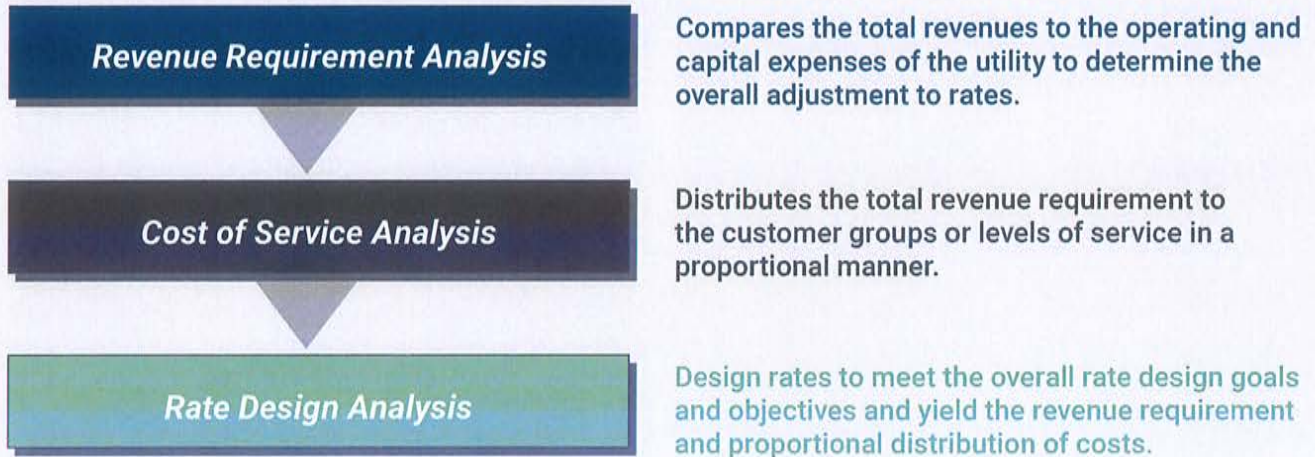
Staff resources are likely the most important element to achieving and sustaining a successful utility operations and maintenance program. HDR's Steve Brown led the Town of Cary's Public Works and Utilities Department for more than 10 years, and can help guide NORCRESS leadership in estimating the staffing required for your O&M program, documenting the skills necessary for each key role, and budgeting appropriately to implement the recommended O&M Plan. Following completion of the asset assessments, prioritized capital planning, and O&M Plan, Steve will analyze your organization's data and operating procedures and facilitate working sessions with NORCRESS leadership. The product of this analysis will be a forecast of staff resource levels and skills, and recommendations for strengthening your workforce.

Rate Study

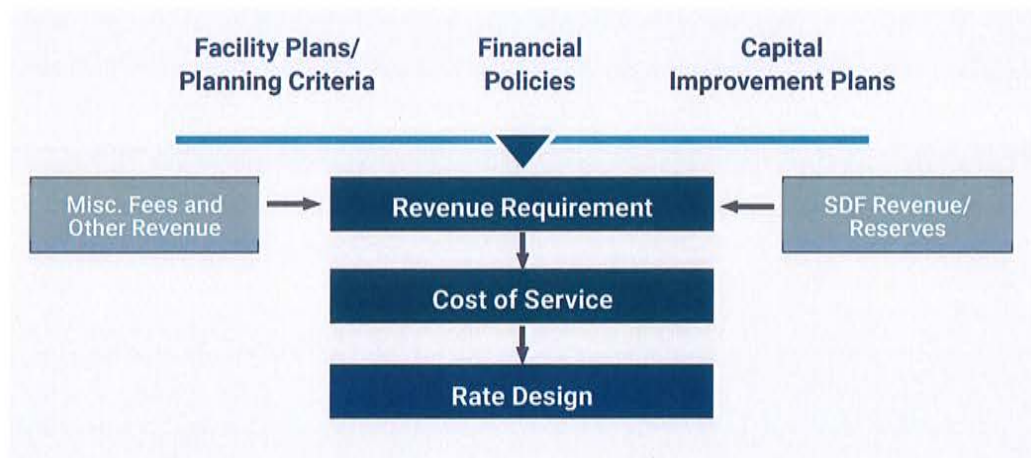
The establishment of a cost-based, proportional, and defensible rate structure will be based on industry standard approaches outlined in the AWWA M1 Manual and WEF MOP #27. This approach will also be tailored to the County's system and customer characteristics. By using industry standard approaches, the County will be developing proposed rates that reflect the cost of each utility and the impact the customer classes have on the system. This provides the proportionality between customer classes that is expected given different service levels and system impacts. HDR has an established approach that is refined for each utility based on the specific system and customer

characteristics based on generally accepted principles and methodologies. This results in rates that reflect the costs incurred to provide service and defensible to the utility customers.

A comprehensive rate study is generally comprised of three interrelated analyses. These interrelated analyses are shown below.



While the diagram above provides an overview of the general approach used to develop the rate study, it does not communicate the importance of incorporating and “tailoring” those analytical elements to the County’s specific and unique facilities, customers, and levels of service. Throughout this study, HDR will work closely with the County to tailor this study to provide quality studies that meets the goals and objectives. HDR will routinely meet with WSFC Utilities to review the technical analysis and gain feedback and input. A summary of the approach to complete a comprehensive rate study is shown below.



11. List of Current Projects

While we are involved in meaningful projects, the FNI team is committed to being available and responsive to Cumberland County's needs for this project. With a staff of more than 1,200, we have the flexibility to balance workload, even on short notice. Our proposed team has the capacity to deliver on this contract. Below is a listing of current projects our team members are involved in and the estimated completion of each project.

Project	Owner	Estimated Cost	Estimated Completion
Sewer Model and Master Plan	Jackson County Water & Sewerage Authority, GA	\$249,897.00	10/2024
Lawson Creek Booster Pump Station	Craven County	\$73,996.00	11/2024
Durham Forest Hills Wastewater Modeling	City of Durham	\$64,774.00	11/2024
Water Master Plan	Chatham County	\$323,458.00	6/2025
NORCRESS Lift Station Upgrades & Force Main	Cumberland County	\$292,775.00	12/2024
Lead and Copper Rule Revisions Lead Service Line Inventory	City of Asheboro	\$149,650.00	10/2024
Wastewater Modeling Study	City of Durham	\$1,602,130.00	4/2025
Northeast Creek Sewer Model	City of Durham	\$1,610,438.00	6/2026
Lead and Copper Rule Revisions Lead Service Line Inventory	City of Lenoir	\$60,000.00	10/2024
Regional Water and Wastewater Utility Master Plan	City of Sanford	\$986,164.00	12/2025
Water Distribution System Hydraulic Model	City of Wilson	\$289,137.00	2/2025
Regional Water Plan Council Support	Environmental Protection Division (EPD)	\$417,233.00	12/2024
Distribution System Hydraulic Model	Orange Water and Sewer Authority	\$380,870.00	12/2024
Wastewater Hydraulic Modeling	Town of Cary	\$259,950.00	6/2025
Lead and Copper Rule Revision Phase 1	Town of Fuquay-Varina	\$117,000.00	10/2024
Security & Resiliency Assessment	City of Hickory	\$196,000.00	12/2024
Hydraulic Model Update	Town of Southern Pines	\$60,000.00	12/2024
Beaver Creek Pump Station Expansion	Town of Cary	\$228,200.00	1/2025
North Cary Water Reclamation Facility (NCWRF) Space Plan	Town of Cary	\$29,385.00	1/2025
Pittsboro and Sanford Merger Study	City of Sanford	\$15,000.00	2/2025
Carr Creek Lift Station Improvements	City of Sanford	\$204,660.00	12/2025

12. Proposed Timeline for the Project

TASK	Months											
	1	2	3	4	5	6	7	8	9	10	11	12
Project Kickoff and Scoping												
Summary of Assets												
Operation and Maintenance Plan												
Policy and Land Use Review												
Flow Reconciliation												
Staffing and Resources Review												
Rate Study												
Capital Improvement Plan												
Finalize Plan/Deliverable												

Required Statements

E-Verify

FNI and its subconsultants shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Iran Divestment Act Certification

FNI shall certify that they 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. FNI shall not utilize any subcontractor that is identified on the List.

Federal Contracting Requirements

If awarded the contract, FNI and its subconsultants shall comply with the Federal contracting requirements set forth in the Statement of Federal Terms & Conditions attached to the RFQ.

Conflict(s) of Interest

FNI certifies that we and our subconsultant partners have no known conflict(s) of interest with Cumberland County or this project.

SAM Verification

FNI certifies that our staff and Principals are not debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Our subcontractors are also not debarred or suspended nor otherwise on the EPLS in the SAM. Each firm's verification through the www.SAM.gov is included on the following pages.

FNI Search Results



Exclusion Search Results 0 Total Results

Filter by:

Entity Name	Status
"Freese and Nichols"	Active

HDR Search Results

9/12/24, 9:24 AM

SAM.gov

 An official website of the United States government [Here's how you know](#) 



Important Reqs and Certs Update [Show Details](#)
Jul 18, 2024



[See All Alerts](#)

Entity validation [Show Details](#)
Sep 10, 2024



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

[Exclusions](#)



Entity Registration

Exclusions

Active Exclusions

Responsibility / Qualification

HDR ENGINEERING INC • Active Registration

Unique Entity ID CAGE/NCAGE
T39AK2RRG2H9 1EHX1

Expiration Date

Jul 16, 2025

Physical Address

**1917 S 67TH ST
Omaha, Nebraska
68106-2973, United States**

Mailing Address

**1917 S 67TH ST
Omaha, Nebraska
68106-2973, United States**

Purpose of Registration

All Awards

Version

Current Record 

Entity Information

EXCLUSIONS

<https://sam.gov/entities/view/T39AK2RRG2H9/exclusionInfo?status=Active&emrKeyValue=1781071~1721140743716145>

1/2

Vision NC Search Results



Entity Information Search Results 0 Total Results

Filter by:

Entity Name	Keyword (ALL)	Status
"Vision NC"	"Vision NC"	Active

Forms

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: Freese and Nichols, Inc.		
STREET ADDRESS: 1017 Main Campus Drive Suite 1200		P.O. BOX: ZIP: 27606
CITY & COUNTY & ZIP: Raleigh, North Carolina 27606		TELEPHONE NUMBER: TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10): 801 Cherry Street #2800, Fort Worth, TX 76102		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Brian White, PE		FAX NUMBER: 817-735-7491
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 9/24/2024	EMAIL: brian.white@freese.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, Freese and Nichols, 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

Brian White, PE | Vice President/Principal

Name and Title of Contractor's Authorized Official

9/24/2024

Date

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

Brian White, being first duly sworn, deposes and says that:

1. He/She is the Principal of Freese and Nichols, 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 B. White

Printed Name: Brian White

Title: Vice President/Principal

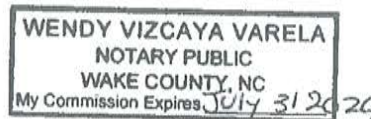
Date: 9/18/2024

Subscribed and Sworn to Before Me,

This 18 day of 09, 24

Notary Public Wendy Vizcaya Varela

My Commission Expires: July 31 2029





Mission

Innovative approaches
Practical results
Outstanding service

Vision

Be the firm of choice
for clients and
employees

Values



 **L** LEARN
CONTINUOUSLY

 **E** ENGAGE
AS FAMILY

 **A** ACT
WITH INTEGRITY

 **D** DELIVER
QUALITY

 **S** SERVE
ALWAYS



SOIL AND WATER CONSERVATION DISTRICT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MITCHELL MILLER

DATE: 6/11/2025

SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENT #250343 FOR THE CUMBERLAND SWCD EMERGENCY WATERSHED PROTECTION PROGRAM 25% MATCH

BACKGROUND

In 2024, Tropical Storm Debby and Tropical Cyclone 8 devastated our area and caused extensive storm damage to the Lower Little River as well as the South River, impeding and slowing waterflow in crop fields and in residential areas. The Lower Little River as well as the South River both eventually flow into the Cape Fear River, which in turn flows into the Atlantic Ocean. The USDA Natural Resources Conservation Service Emergency Watershed Protection Program has awarded 75% (\$1,232,244.75) of a predetermined estimated project budget of \$1,642,993 to the Cumberland Soil and Water Conservation District to complete clearing and snagging work on predetermined sections of the South and Lower Little Rivers. The remaining funding needed for the project implementation is 25%, approximately \$411,000.

The Cumberland SWCD is pursuing grant funding for the 25% match. If we are unsuccessful, the district would request that Cumberland County award the 25% match in the amount of \$411,000 so that we can clear the areas on the Lower Little River and the South River.

This item was taken to the Finance Committee on June 5. The committee approved moving the item to the Consent Agenda of the June 16 Board of Commissioners meeting.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendment #250343 for \$411,000 as a 25% match for the Cumberland County Soil and Water Conservation District Emergency Watershed Protection Program.

ATTACHMENTS:

Description

NRCS EWP Request Funded Letter

Type

Backup Material



Natural Resources
Conservation Service

North Carolina
State Office

4407 Bland Road
Suite 117
Raleigh, NC 27609
Voice 919-873-2100
Fax 844-325-6833

VIA EMAIL

Lena Simmons – Chairman Cumberland SWCD
Cumberland SWCD
301 East Mountain Drive
Fayetteville NC 28306

Dear Ms. Simmons:

The Natural Resources Conservation Service (NRCS) is pleased to announce that the funding request for Federal assistance through the Emergency Watershed Protection Program (EWP) to restore damages sustained to multiple sites by Tropical Storm Debby and Tropical Cyclone 8 in August of 2024 has been approved by NRCS' EWP national program managers.

The Damage Survey Report (DSR) for all sites has been sent to your point-of-contact (POC); copies of the DSR summaries are included with this communication. The *maximum* available funding received is shown below. "FA" is 75% of approved, on-the-ground construction costs estimate, and "TA" is for technical and administrative costs (i.e. 10% of approved construction costs). Reimbursement will be made upon submission of approved contractor request for payment (accrual basis) or proof of expenditures (cash basis), and should not exceed these amounts. Funds not used at project close-out will be de-obligated.

DSR	FA	TA
37-09-24-5045-401: DunnRdBlackR 37-09-24-5045-402: WWilliamsStSouthR 37-09-24-5045-403: RaysLandingRdSouthR 37-09-24-5045-404: _ButlerIslandBridgeRdSouthR 37-09-24-5045-405: Hwy210LittleR 37-09-24-5045-406: ReevesBridgeRdLittleR 37-09-24-5045-407: BowmanSitetoHwy401LittleR 37-09-24-5045-408: Hwy401toHwy217LittleR	\$1232244.75	\$164299.30

It shall be understood that the sponsor (Cumberland SWCD) and NRCS will enter a locally-led FA/TA Agreement to implement the recovery measures listed in the DSR(s). The sponsor will be responsible for all work associated with scheduling, planning and engineering design services (as applicable), real property rights, permits, construction by contracting and/or in-kind services, construction inspection, etc. while in consultation with NRCS. All work should be completed as soon as possible, but no later than 280 days after the agreement is signed unless agreement extensions are requested 4 weeks before agreement end date. Costs incurred prior to execution of the agreement are ineligible and will not be reimbursed.

In order to continue with the process, once EWP funds are allocated to NC NRCS, we will be emailing forms that need to be included in establishing a project agreement. Once received, return completed and signed forms to jim.kjelgaard@usda.gov.

The Natural Resources Conservation Service
is an agency of the Department of Agriculture's
Natural Resources mission.

An Equal Opportunity Provider and Employer

We would like to meet with you and your organization to discuss the terms and conditions of the agreement that will be executed, including reviewing the recovery measures, funding, responsibilities, pre-design conference, deliverables, reviews, and schedules. This meeting will allow me to finalize the documents that I will submit to our Farm Production and Conservation (FPAC) Grants & Agreement branch for development and execution of the Agreement.

Please contact me to schedule a meeting to start these discussions; teleconference or face-to-face can work. Please verify your organization's schedule and let me know of an acceptable meeting place.

The North Carolina Department of Agriculture and Consumer Affairs, Division of Soil & Water Conservation, will be notified and may have assistance programs that augment your EWP operations.

If you have any further questions about the EWP Program, please feel free to contact me, at (919) 873-2130 or jim.kjelgaard@usda.gov.

Thank you,

A handwritten signature in dark ink, appearing to read 'Jim Kjelgaard', with a stylized, overlapping loop structure.

Jim Kjelgaard
State Conservation Engineer
EWP Program Manager

cc:

Mitch Miller, Cumberland SWCD, Fayetteville, NC
Tim Beard, State Conservationist, NRCS, Raleigh, NC
Lee Holcombe, Assistant State Conservationist-Field Operations, NRCS, Salisbury, NC
J'Nay Domineck, Assistant State Conservationist-Field Operations, NRCS, Goldsboro, NC
Gowon Goode, Area Supervisory Engineer, NRCS, Salisbury, NC
Shena Kensak, TSDebbby EWP Area Program Manager, NRCS, Goldsboro, NC
Darryl Harrington, Supervisory Soil Conservationist, NRCS, Lillington, NC
David Williams, Director, NCDA Division of Soil & Water Conservation, Raleigh, NC
Julie Henshaw, Deputy Director, NCDA Division of Soil & Water Conservation, Raleigh, NC
Matt Safford, Program Manager, NCDA Division of Soil & Water Conservation, Raleigh, NC



ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HEATHER SKEENS, ASSISTANT COUNTY MANAGER

DATE: 6/16/2025

**SUBJECT: BLACK VOICE MUSEUM PROJECT CONTRACT EXPANSION AND
FUNDING REQUEST**

BACKGROUND

On April 18, 2022, the Board set aside \$450,000 for a proposed African American Museum in Cumberland County. These funds are held in the Preliminary Capital Category of the Capital Investment Fund in the FY24 budget. The contract with Community Development Foundation (CDF), a nonprofit corporation, is to take all steps necessary to complete the study, community engagement, and preliminary conceptual design of a museum identified as a Black Voice and History Museum. County funding is contingent upon the City of Fayetteville also providing \$450,000 for the project budget of \$900,000. G.S. § 153A-437 requires that before an appropriation may be made for establishing or maintaining historical museums or projects, the recipient organization shall adopt and present to the county or city a resolution requesting the funds and describing the intended use of the funds.

At its meeting on January 16, 2024, the board of commissioners approved a contract with the CDF to provide services for developing the Black Voice and History Museum in downtown Fayetteville, subject to the CDF adopting and presenting to the board of commissioners the resolution required by G.S. § 153A-437 to request the funds and describe the intended use of the funds. The Resolution was adopted by the CDF Board on February 9, 2024.

Over the past six months, the Community Development Foundation has advanced the project, however they are requesting an extension of the contract to complete the project deliverables. CDF will be ready to present project deliverables in August 2025 to the Board of Commissioners.

CDF has presented invoices totaling \$555,624.19 with the County's share of \$277,812.10. These invoices have been paid. CDF is requesting the County release the rest of the funds. The contract reads, "*Agency shall submit a request for funding at the start of each calendar quarter for the funds the Agency has committed or*

intends to spend in the quarter for which the request is made. County shall provide one-half of the total budget requested each quarter”.

This item was presented at the Board of Commissioners Agenda Session on June 12, 2025 and unanimously approved to be placed on the Consent Agenda at the June 16, 2025 Board of Commissioners meeting.

RECOMMENDATION / PROPOSED ACTION

County Management recommends the following:

- 1) Approval of the request to extend the current contract ending October 31, 2025.
- 2) Approval to release half of the remaining funds to CDF in accordance with the contract.

ATTACHMENTS:

Description	Type
Contract	Backup Material
Resolution	Backup Material
Presentation April 2022	Backup Material
Addendum to Contract	Backup Material

STATE OF NORTH CAROLINA

CONTRACT FOR MUSEUM SERVICES

COUNTY OF CUMBERLAND

Approved by the Board of Commissioners March 18, 2024

THIS CONTRACT, is entered into on the last date shown by the signatures of the parties, to be effective June 6, 2024, by and between the COUNTY OF CUMBERLAND, (hereinafter referred to as "County"), and COMMUNITY DEVELOPMENT FOUNDATION, a corporation organized under the North Carolina Nonprofit Corporation Act (hereinafter referred to as "Agency").

WITNESSETH:

Whereas, April 18, 2022, County's board of commissioners set aside \$450,00 for a proposed African American Museum in Cumberland County; and

Whereas, these funds are held in the Preliminary Capital Category of the Capital Investment Fund in County's FY24 budget; and

Whereas, Agency's board of directors has adopted and presented to County the attached resolution requesting the funds and describing the intended use of the funds in accordance with N.C.G.S. § 153A-437; and

Whereas, County has agreed to fund Agency these funds for this public purpose, and in exchange for this funding Agency has agreed to perform certain services. In furtherance of this agreement, the parties enter this contract subject to the following terms and conditions:

1. **TERM OF CONTRACT:** This contract shall begin June 6, 2024, and end December 31, 2024, unless sooner terminated. If the services to be provided by Agency have not been completed December 31, 2024, this contract shall automatically be extended to June 30, 2025, unless Agency gives notice to County that Agency does not wish to extend it. The Cumberland County Board of Commissioners may terminate this contract at any time prior to its expiration date upon 60 days' prior written notice to Agency. In the event Agency elects not to extend this contract past December 31, 2024, or County's board of commissioners terminates this contract prior to the stated expiration date or the extension thereof, Agency shall return all unused funds to County.
2. **SERVICES TO BE PERFORMED:** Agency, in and for the consideration recited in Paragraph 3 below, shall perform those services stated in **Exhibit 1 – Scope of Services** in accordance with the budget expenditures stated in **Exhibit 2 – Project Budget**. Each exhibit is attached hereto and incorporated herein by reference. Agency shall notify the county manager in writing immediately of any change in the type or level of services to be performed, and if County agrees to the change, an amendment to this contract must be signed by each party prior to any changes or modifications taking

effect. If County does not agree to the change, this contract will be terminated in accordance with Section 1 above.

3. **DELIVERABLES:** Upon completion of the Scope of Work, Agency shall provide the deliverables set forth in **Exhibit 3**, attached hereto and incorporated herein.
4. **PAYMENT:**
 - A. County will fund Agency an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000) for the services provided by Agency during the term of this contract. The amount of County funding is conditioned on Agency securing all funding for the Project Budget set out in **Exhibit 2** with one-half of the funding to be provided by County and one-half to be provided by the City of Fayetteville. The transfer of payments from County to Agency shall be in accordance with Agency's written instructions for mailing checks to Agency or for the direct deposit of funds into Agency's account. These written instructions must be provided to County's Finance Office prior to any funds being transferred.
 - B. Agency shall submit a request for funding at the start of each calendar quarter for the funds Agency has committed or intends to spend in the quarter for which the request is made. County shall provide one-half of the total budget requested each quarter. Requests for funding shall be made to the County's Finance Office in a form approved by the County's Finance Office. Commencing with the second quarterly request, Agency must report the previous quarterly expenditures and services performed in a form that specifically shows the amount of County funds expended, the amount of City of Fayetteville funds expended, how the funds were used, that the use of the funds was within the purposes shown in **Exhibit 1**, and the progress achieved for any of the deliverables shown in **Exhibit 3**.
5. **INDEPENDENT CONTRACTOR:** Agency is a nonprofit corporation registered with the North Carolina Secretary of State and is an independent contractor. Agency is not an agent, officer, or employee of County and shall have no authority to act as an agent of County in any capacity.
6. **ASSIGNMENT:** Agency shall not assign all or any part of its rights to receive funding under this contract, nor delegate any performance, nor subcontract any performance without first obtaining County's written approval thereof.
7. **AGENCY AND AUTHORITY:** County designates the Cumberland County Manager as its exclusive agent with respect to this contract. The county manager is authorized to negotiate directly with Agency on County's behalf on all matters pertaining to this contract and Agency shall deal exclusively with the county manager with respect to the terms and conditions of this contract. Regardless of any negotiations between the county manager and Agency, any modification of the terms

of this contract, including the services to be provided, shall only be effective upon the parties executing a written amendment to this contract upon approval by County's board of commissioners.

8. **NOTICES:** Any notices to be given by either party to the other under the terms of this contract shall be in writing and shall be deemed to have been sufficiently given if delivered by hand with written acknowledgment of receipt; by electronic mail with the receiving party acknowledging receipt of the sending party's email by reply email; or by certified mail, return receipt requested. Any notice shall be personally delivered, emailed, or mailed to the office, email address, or mailing address of the person or office shown for each party below or to such other person and address as either party hereafter from time to time designates in writing to the other for the receipt of notice:

AGENCY:

Robert Van Geons
201 Hay Street, Ste 401A
Fayetteville, NC 28301
(910) 500-6464
robert@fcedc.com

COUNTY:

Clarence Grier
County Manager
P. O. Box 1829
Fayetteville, NC 28302
(910) 678-7723
cgrier@cumberlandcountync.gov

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

9. **CHANGES IN AGENCY'S STATUS:** In the event of any change in Agency's organizational structure or nonprofit status, Agency shall immediately notify the county manager.

10. **CERTIFICATION:**

- A. County, by the county manager's signature below, certifies that the funds stated in Paragraph 3 above are available for Agency's use consistent with the terms of this contract.
- B. Agency, by its officer's signature below, certifies that it has complied, or will comply, with all requirements of this contract required to be complied with before applying for funds, and further agrees that County is not obligated to pay any funds until such requirements have been met.

11. **OTHER TERMS AND CONDITIONS:**

- A. Agency shall provide County with a report prepared by independent auditors in accordance with County's agreed upon procedures, and management's response to the auditor's recommendations, if applicable, for the fiscal year periods ending during any term of this contract. The report shall specify whether County's funds were used exclusively for those purposes stated in Exhibit 1. The report shall specify any exceptions and the amounts thereof. Agency acknowledges that County's agreed upon procedures may not be determined upon the commencement of this contract. The audit report shall be delivered to the county manager no later than ninety (90) days after Agency's fiscal year end.
- B. Upon execution of this contract, Agency shall provide County the following documents:

- (i) a copy of its latest financial statement, to include a balance sheet as of the end of its most recent fiscal year and a statement of operations for that year;
 - (ii) a copy of Agency's most recently filed IRS Form 990, Form 990-EZ, or its Form 990-N submittal confirmation; and
 - (iii) a copy of the declarations pages or certificates of insurance for general liability and worker's compensation insurance policies maintained by Agency
- C. If the county manager deems it necessary or appropriate, Agency agrees that County may make an internal audit of Agency's books or records to assess Agency's then-current financial condition.
- D. Upon the termination of this contract, Agency shall return all unused funds, if any, to County.
- 12. **STATUTORY FUNDING AUTHORIZATION:** Funding in support of Agency's services described in **Exhibit 1** is authorized by N.C.G.S. § 153A-437.
- 13. **E-VERIFY.** As a condition of payment for services rendered under this contract, Agency shall comply with the E-Verify compliance requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if Agency performs any services described in **Exhibit 1** through a subcontractor, Agency shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Agency shall verify, by affidavit, compliance of this section upon request by County.
- 14. **IRAN DIVESTMENT ACT CERTIFICATION.** As of the effective date of the Final Divestment list created by the State Treasurer pursuant to N.C.G.S § 147-86.58, Agency certifies that is not on that list. Agency's officer signing this contract further certifies that he or she is authorized by Agency to make the foregoing statement.
- 15. **ATTACHMENTS:** Agency shall provide the following documents which are attached to this contract and incorporated herein by reference:
 - A. **Exhibit 1 -- Scope of Work**, describing the services or purposes for which County funding will be used.
 - B. **Exhibit 2 - Project Budget**, describing the specific expenditures of County funds.
 - C. **Exhibit 3 - Deliverables**, describing the outcomes of completing the scope of work.

[signature page follows]

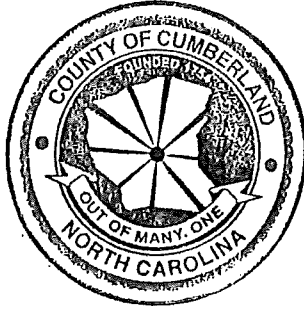
IN WITNESS WHEREOF, the parties hereto have executed this contract on the date indicated with each signature by their respective duly authorized representatives.

COUNTY OF CUMBERLAND

ATTEST:

BY: Andrea Tebbe
Andrea Tebbe, Clerk to the Board

BY: Clarence Grier
Clarence Grier, County Manager
Date Signed: 6/6/24



COMMUNITY DEVELOPMENT FOUNDATION

ATTEST:

BY: John McCauley
John McCauley, Chairman
Board of Directors

BY: Robert M. Van Geens
Robert M. Van Geens, Agent
Date Signed: 5/31/24

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

B. H.
County Finance Officer

Approved for legal sufficiency
upon execution by the parties.

Rickey J. Monfils
County Attorney

EXHIBIT 1 – SCOPE OF WORK

Black Voice and History Museum

Community Development Corporation will take all steps necessary to complete the study, community engagement, and preliminary conceptual design of a Black Voice and History Museum, to be located in Downtown Fayetteville, including but not limited to the following Scope of Work:

1. Establish a Project Leadership Team consisting of Agency's Chief Operating Officer, one member appointed by the City of Fayetteville, and a third member appointed by Cumberland County. The Project Leadership Team shall provide direction, recommendations and guidance to the Project Implementation Director and contracted service providers. Additionally, the Project Leadership team shall review and approve all invoices, contracts, and agreements prior to execution or payment.
2. Conduct community and stakeholder outreach, which is anticipated to include individual interviews with key community members, vision workshops with key stakeholders, public meetings, and digital engagement.
3. Establish an academic advisory board and a community advisory board to provide advice, ideas, and counsel to the development team.
4. Organize virtual tours of comparable museum projects, such as the International African American Museum in Charleston, South Carolina.
5. Complete a museum feasibility and economic impact analysis study.
6. Produce initial museum building pre-design ideas and initial building/space programming based on outreach efforts.
7. Collaborate with other current Downtown Fayetteville projects, such as the Crown Event Center and the Market House re-purposing, so project teams are aware of the efforts of all projects.
8. Develop a proposed job description for the museum Executive Director.
9. Create an early concept image of the museum.
10. Deliver a proposed business plan and funding plan.
11. Provide visionary leadership: A nationally prominent architect and urban planner will guide the entire rethinking of downtown Fayetteville and produce architectural and design concepts for the Black Voice Museum, Chesnutt Plaza and the integration of the Historic Downtown area and current Fayetteville Corridor Projects.

EXHIBIT 2 – PROJECT BUDGET

Black Voice and History Museum

Revised Budget Option: October 12, 2023		
Initial Grant:		
Discovery & Visioning		
\$	150,000	MBP Owner's Representative (hourly, not to exceed)
		Owner Support/Advisor for cost, schedule and management
		Stakeholder and Engagement Consultant (community outreach coordinator)
		Gensler
\$	220,000	Owner Support/Advisor for content, consultant coordination and task management (hourly, not to exceed)
		Update Fayetteville Urban Design Plan (lump sum)
		Museum Pre-Design and Programming (lump sum)
\$	125,000	Stakeholder and Community Outreach (hourly, not to exceed)
		Mini-Summits (Optional)
\$	34,000	Estimated Direct Expenses
		Supporting Consulting Services for BVH Museum (allowances)
\$	75,000	Feasibility/Economic Impact/Right Sizing/Visitation Projections
		Business Planning/Operational planning (Museum)
		Strategic Planning
		Interpretive planning concepts/visitor experience plan
		Architectural planning and concept development
		Cost estimating/modeling
		Documenting Museum Development Process
		MEP engineering programming support
		Conceptual Design
\$	150,000	Discovery and Visioning
		Planning
		Develop Museum Concept
		Benchmarking site visits (allowance one week full team)
		Comparable sites to be identified
\$	100,000	Administrative Costs for project development (allowances)
		Legal (FCW allowance)
		Historian's stipend (historiographers)
		K-12 Educational Programs
		Staff and Board
		Beta Space for Outreach and Planning Showroom (allowance)
		Rent and Operations (annual expense) This could be a donated space
		Design and construction
		Staffing (annual expense)
		Supporting Consulting Services for Historic Fayetteville Core (allowances)
		Traffic Study and Parking Update
		Landscape/Civil Engineering Master Plan/Development
		Interpretive Masterplan
		Cost Estimating
		Sitewide survey
		Exhibit Design Development (schematics)
\$	35,100	Owners Contingency (planning reserve)
		Museum Design (allowances)
		Museum Site Survey
		Museum Environmental and Geotech reports
		Museum Schematic Design Estimate (A/E and Exhibit Design)
\$	109,000	Consultant & Expense Subtotal (Excluding Gensler and MBP)
\$	10,900	Consultant/Expense Markup (10%) for insurance, accounting and invoice processing
\$	900,000	INITIAL GRANT (DESIGN) FIXED BUDGET TOTAL

EXHIBIT 3 – DELIVERABLES
Black Voice and History Museum

1. Results of Community Engagement: A consolidated summary of all interviews, public engagement, comments, and findings.
2. Museum feasibility and economic impact analysis study.
3. Initial building/space programming ideas and results of pre-design work.
4. Early concept image of the museum.
5. Proposed job description for museum Executive Director.
6. Proposed business plan and funding plan.
7. Detailed inventory of local Black History assets, artifacts, knowledge keepers and chronological listing of prominent events.

RESOLUTION TO THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS REQUESTING FUNDING TO PURSUE THE ESTABLISHMENT OF THE BLACK VOICE AND HISTORY MUSEUM

WHEREAS, The Community Development Foundation (CDF) believes our community would greatly benefit from a world-class center dedicated to the exploration and celebration of the Black Voice in America, preliminarily called the Black Voice and History Museum; and

WHEREAS This project would further the transformation of downtown Fayetteville, expand area economic activity, provide educational programming, support racial reconciliation, foster extensive community engagement, and elevate our community as a thought leader within the DC – Charleston Civil Rights History Corridor; and

WHEREAS, The CDF is an independent 501(c)(3) organization that promotes economic development in Fayetteville and Cumberland County; and

WHEREAS, The County and the CDF recognize that the area is uniquely positioned to create a national model for a Community's reconciliation with race and how its Black History is shared; and

WHEREAS, On April 18, 2022, the Board of County Commissioners set aside \$450,000 to support the Project Scope of Work, hereto attached, which includes community engagement, preliminary conceptual design, and general feasibility of the project identified as a Black Voice and History Museum; and

WHEREAS, County Funding is contingent upon the City of Fayetteville also providing \$450,000 for the project budget of \$900,000; and


WHEREAS, Robert Van Geons, COO of the Community Development Foundation (CDF) has the authority to sign contracts and submit payment requests on behalf of the organization; and

NOW, THEREFORE, Be it resolved by the Community Development Foundation (CDF), in compliance with G.S § 153A-437, that a request has been made for the County provide the funding in the amount of \$450,000 to pursue the establishment of the Black Voice and History Museum as described above and in the attached documentation.


Adopted by the CDF Board this, the 9th day of February, 2024.

COMMUNITY DEVELOPMENT FOUNDATION

BY:


John McCauley, Officer
Community Development Foundation

ATTEST:


Robert M. Van Geons, COO
Community Development Foundation

ATTACHMENTS:

Exhibit 1 - Scope of Work
Exhibit 2 - Project Budget
Exhibit 3 - Deliverables

Concept in Development

April 14, 2022

An Evolving Conversation

We have a unique opportunity to tell Black American History with Fayetteville at the center.



Theme of Black History & Black Voice

Black History Museum

Market House

Historic Downtown

Existing Memorial

Corridor Projects

Story Collection & Black Fine Arts Consortium

History

Voice

Authors

Theater

Music & Spoken Word



Community Engagement

Black History in Fayetteville

Charette & SPIRIT Recommendations

Advisory Board

Key Groups & Individuals

Media

Development Plan

Pascale Sablan, FAIA, NOMA,
LEED AP

Adjaye Associates

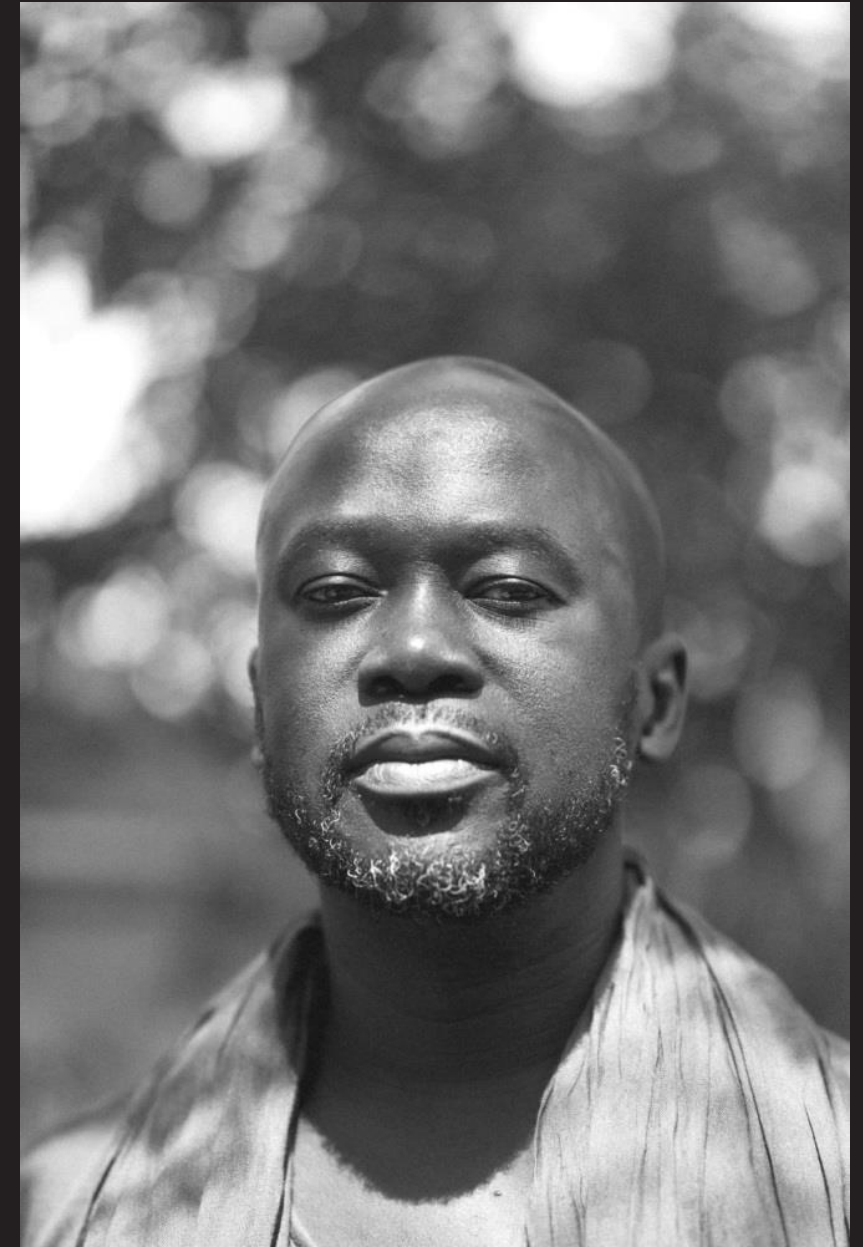


About Sir David Adjaye OBE

Sir David Adjaye OBE is an award winning Ghanaian-British architect known to infuse his artistic sensibilities and ethos for community-driven projects. His ingenious use of materials, bespoke designs and visionary sensibilities have set him apart as one of the leading architects of his generation.

The firm's work ranges from private houses, bespoke furniture collections, product design, exhibitions, and temporary pavilions to major arts centers, civic buildings, and master plans.

His largest project to date, The National Museum of African American History & Culture in Washington, DC opened on the National Mall in Washington DC in 2016 and was named Cultural Event of the Year by The New York Times.



DOCUMENTATION OF PROCESS

David Adjaye with team in Accra Studio



Construction of precast facade panels for 130 William in New York



David Adjaye at the The Martyrs Memorial Ground breaking Ceremony in Niamey



David Adjaye engaging with local residents and community organizations



David Adjaye at site for Newton Enslaved Burial Ground in Barbados



Community engagement meeting featuring Pascale Sablan presenting to local stakeholders



Staff development and site visit of 130 William in New York



Pascale Sablan speaking to students as part of community engagement efforts



Meeting with local agency representatives for the Winter Park Library & Events Center

Partners Waiting to Engage & Be Engaged

Lonnie Bunch

Ford Foundation

Arizona State (Dept. of English)

Duke University (Center for Documentary Studies)

Ayanna Thompson

Fayetteville State University

Clark Construction

David Dodson

Museum Curators, Archivists
& Documentarians

Former Mayors & Leaders

The Process

Engage The People

Create a Plan

Collect Compelling Stories

Become a National Leader

Produce Conceptual Designs



What does it take to move forward?

Budget

A)	\$400,000	Architectural and Urban Design Services/Project Visioning	2022-23
B)	\$180,000	Project Implementation & Community Engagement Director	2022-23
C)	\$90,000	Project Coordinator	2022-23
D)	\$130,000	Contracts for Project History Team (4 part time)	2022-23
E)	\$15,000	Community Charette	2023
F)	\$80,000	Administrative, Accounting, Auditing, and Office Expenses.	2022-23

\$ 895,000

TOTAL PHASE ONE (DESIGN) FIXED BUDGET

The Conclusion is in Our Hands

The story of Fayetteville's Black Community will be told with
reverence.....

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

AMENDMENT NUMBER 1 TO CONTRACT #2024576

Approved by the Board of Commissioners _____

This Amendment, dated June, ____ 2025 to the above referenced Contract, by and between the COUNTY OF CUMBERLAND (“County”) and COMMUNITY DEVELOPMENT FOUNDATION (“Vendor”).

WHEREAS, the parties entered into the Contract #2024 effective June 6, 2024 (hereafter “contract”) for museum services to be provided by Vendor, as described in the contract; and

WHEREAS, the parties desire to modify or amend some of the terms set forth in the contract, as follows:

1. The term of the contract was extended automatically to June 30, 2025. The vendor indicates that the services set forth in the contract have not been completed.
2. The parties agree that an extension of the term is necessary, and the parties agree that the term will be extended until October 31, 2025.

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties do covenant and agree with each other that, except as set forth herein, all other terms and conditions of the Contract shall remain the same and in full force and effect.

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

CUMBERLAND COUNTY

ATTEST: _____ BY: _____

COMMUNITY DEVELOPMENT FOUNDATION

ATTEST: _____ BY: _____

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

BY: _____

Approved for Legal Sufficiency upon
formal execution by all parties

BY: _____



ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HEATHER SKEENS, ASSISTANT COUNTY MANAGER

DATE: 6/16/2025

SUBJECT: HAPPY DELI FRANCHISE AGREEMENT

BACKGROUND

In 2021, the County issued an RFP for vendor services in both the Courthouse and at DSS. Shana B. Yi and Jae Yong Yi (Lee), dba, Go 'N Joy Restaurant (Happy Deli) were selected. The Franchise Agreement has not been fully executed in that the prior Board Chair, Dr. Stewart did not sign the agreement.

This item was presented at the Board of Commissioners Agenda Session on June 12, 2025 and unanimously approved to move forward to the Consent Agenda on the June 16, 2025 Board of Commissioners meeting.

RECOMMENDATION / PROPOSED ACTION

Approve the County Manager to sign the current Franchise Agreement with Happy Deli.

ATTACHMENTS:

Description

Happy Deli Franchise Agreement

Type

Backup Material

NORTH CAROLINA

COUNTY OF CUMBERLAND

SNACK BAR FRANCHISE AGREEMENT

First Reading November 21, 2022

Second Reading December 19, 2022

THIS AGREEMENT, made and entered into December 19, 2022, by and between Shana B. Yi and Jae Yong Yi (Lee), located at 304 Wagoner Drive, Fayetteville, North Carolina 28303, hereinafter referred to as "FRANCHISEE", and the COUNTY OF CUMBERLAND, a body politic and corporate of North Carolina, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY is desirous of continuing the grant of a franchise to a food services vendor for the purpose of operating a Snack Bar to provide food services to the visitors and staff of the Cumberland County Courthouse located at 117 Dick Street, Fayetteville, North Carolina 28301 (Courthouse Snack Bar) and the Cumberland County Department of Social Services (DSS) located at 1225 Ramsey Street, Fayetteville, North Carolina 28301 (DSS Snack Bar); and

WHEREAS, the COUNTY, through its Board of Commissioners, approved the grant of a franchise for the operation of these two snack bars to the FRANCHISEE upon a second reading at the regular meeting of the Board of Commissioners held December 19, 2022; and

WHEREAS, FRANCHISEE is a food services vendor and has operated the DSS Snack Bar as a franchisee of the County under a franchise agreement dated September 23, 2008, and the Courthouse Snack Bar as a franchisee of the County under a franchise agreement dated September 29, 2003; and

WHEREAS, FRANCHISEE desires to renew the franchises on the same terms in order to continue to provide the food services at the DSS Snack Bar and the Courthouse Snack Bar; and

WHEREAS, the Board of Commissioners of Cumberland County, North Carolina, finds that FRANCHISEE has fully performed all its obligations under the franchise agreements and each renewal thereof; and

WHEREAS, the Board of Commissioners desires to renew the described franchises on the same terms and to fully re-state those terms in this franchise agreement.

NOW, THEREFORE, for and in consideration of the promises and agreements hereafter set forth and the mutual benefits to be derived by the parties, the FRANCHISEE and the COUNTY promise and agree as follows:

1. **TERM:** The FRANCHISEE shall utilize the spaces occupied by the Courthouse Snack Bar and the DSS Snack Bar for the continued operation of those Snack Bars from January 1, 2023 through December 31, 2025,

2. **AGENCY AND AUTHORITY:** The COUNTY hereby designates the County Manager as its agent with respect to this Agreement. The County Manager is authorized, on behalf of the COUNTY, to negotiate directly with the FRANCHISEE on all matters pertaining to this Agreement. The FRANCHISEE agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be with the County Manager. Further, the FRANCHISEE specifically agrees that it shall not implement any requested modifications in the specifications of any of the services subject to this Agreement except in the manner described in the paragraph entitled MODIFICATION.

3. **SERVICES:**

- a. During the term of this Agreement, COUNTY agrees that the FRANCHISEE shall be authorized to operate a Snack Bar for the purpose of providing food services at the Cumberland County Courthouse, 117 Dick Street, Fayetteville, North Carolina 28301 and at the DSS Building, 1225 Ramsey Street, Fayetteville, North Carolina 28301 (the Snack Bars). The FRANCHISEE has provided, at FRANCHISEE'S own expense, all the construction and equipment necessary to operate these snack bars and FRANCHISEE'S construction and equipment have been approved by the COUNTY. No external signage shall be allowed.
- b. Food and drink items which are sold at the Snack Bars shall be palatable and of high quality. Prices charged for food and drink shall be no higher than that charged for similar merchandise in other similarly situated local places of business. Said prices are subject to reasonable, periodic adjustments by the FRANCHISEE in order to maintain reasonable profit margins in the operation of the Snack Bars.
- c. The hours of operation for the FRANCHISEE to provide food services at the Snack Bars shall be weekdays from 7:30 a.m. until 3:00 p.m., closed Saturdays and Sundays, and COUNTY recognized holidays.
- d. The FRANCHISEE shall employ adequate personnel to provide the needed food services and render prompt, courteous service. The FRANCHISEE will keep the kitchen facilities and equipment clean and orderly.
- e. Trash disposal services, convenient to the Snack Bars, shall be provided by the COUNTY.
- f. The FRANCHISEE shall operate the Snack Bars as an independent business enterprise and shall hire and pay the wages and compensation of all its employees and agents. The FRANCHISEE shall be responsible for the conduct of its employees and agents.
- g. The FRANCHISEE shall not use or occupy, nor permit the Snack Bars or any part thereof, to be used or occupied for any unlawful business use or purpose deemed disreputable or extra hazardous or which will constitute a public or private nuisance,

or which is in any way detrimental, harmful, or prejudicial to the COUNTY, or is in violation of any laws, regulations, ordinances or codes, present or future.

- h. If the COUNTY deems the performance of the FRANCHISEE and the operation of the Snack Bars as unsatisfactory for any reason, COUNTY will notify the FRANCHISEE in writing, providing details of said unsatisfactory performance. FRANCHISEE shall have thirty (30) days to eliminate any deficiencies. Failure to eliminate the deficiencies shall result in termination pursuant to paragraph 12.
 - i. In its operation of the Snack Bars, FRANCHISEE shall maintain a Grade "A" Health Inspection Rating issued by the North Carolina Department of Health and Human Resources, Division of Environmental Health Services. Failure to do so shall result in the immediate termination of the agreement.
 - j. Only those foods that have been properly inspected by U.S. Government agencies and maintained according to Cumberland County Health Department standards may be utilized by the Snack Bar.
4. **RECORD KEEPING:** The FRANCHISEE agrees to keep its books, documents, and records relating to the provision of food services under this Agreement for a minimum of one year after the expiration of this franchise.
5. **FEES:** During the term of this Agreement, FRANCHISEE shall pay to the COUNTY Six Percent (6%) of the net sales generated by each of the Snack Bars ("the Commission") with a minimum Commission of \$500.00 per month for each of the Snack Bars. The term "net sales" shall mean the gross receipts of the Snack Bars less sales tax and discounts. The Commission shall be paid monthly, by the 15th day of the following month (i.e.: the Commission payable for the month of December shall be paid by January 15th). FRANCHISEE shall provide proof of sales to Cumberland County in the form of a copy of its "Monthly Business Report", along with a copy of cash register tapes, invoices, or other documentation as required by the County. Payments shall be made by check payable to "Cumberland County". Monthly checks and reporting information shall be mailed to: Cumberland County; Attention: Finance Director; P. O. Box 1829; Fayetteville, NC 28302-1829.
6. **UTILITIES:** The COUNTY shall provide, at its own expense, to the FRANCHISEE power and water utilities necessitated by the operation of the Snack Bars to include the provision of potable water, all lighting, heating, and cooling requirements for the operation of each of the Snack Bars. The COUNTY shall provide electrical service for all equipment and outlets at the Snack Bars. Any natural gas service shall be provided by FRANCHISEE.
7. **MAINTENANCE:** The FRANCHISEE shall maintain, and leave said premises in substantially as good condition as when received by it, excepting reasonable wear and tear. The FRANCHISEE shall provide all of the janitorial services necessary to properly maintain the snack bar.

8. **LICENSING:** The FRANCHISEE shall obtain, at its own expense, the necessary business and health inspection licenses from the State of North Carolina and the Cumberland County Board of Health and shall continuously comply with all applicable State, Federal, County and City of Fayetteville laws, ordinances, and regulations.
9. **INSURANCE AND HOLD HARMLESS PROVISIONS:** The FRANCHISEE shall, at its sole cost and expense, secure and constantly maintain during the term of this Agreement public and product liability insurance and Workmen's Compensation insurance in the minimum amounts as follows:
 - a. Bodily Injury \$ 500,000.00 for each occurrence, and
\$1,000,000.00 aggregate
 - b. Property Damage \$ 100,000.00 for each occurrence, and
\$ 100,000.00 aggregate
 - c. Product Liability \$1,000,000.00 minimum coverage
 - d. Workmen's Compensation insurance covering all of the FRANCHISEE's employees who are engaged in any work at the Snack Bars. The coverage shall meet all statutory requirements.

The FRANCHISEE shall furnish the COUNTY a certificate of insurance evidencing the coverage set out above prior to FRANCHISEE beginning any work under this franchise agreement. The FRANCHISEE hereby agrees to release and hold harmless the COUNTY from all liability for personal injury and property damage arising out of the provision of food services under this Franchise Agreement, except that which is due to the active fault or negligence of the COUNTY. The insurance policy shall cover any such liability asserted against the COUNTY and the aforesaid obligation of the FRANCHISEE to hold the COUNTY harmless.

FRANCHISEE shall not be liable for injury or damage to persons or property except those resulting from the acts or negligence of FRANCHISEE or its employees. Neither FRANCHISEE nor the COUNTY shall be held responsible or liable for any loss or damage due to fire, flood, or by insurrection or riot, or other causes which are not avoidable or beyond the control of FRANCHISEE or the COUNTY, or in any event for consequential damages.

10. **NOTICES:** Unless otherwise specified herein, any written notices to the parties shall be sufficient if sent by certified mail, return receipt requested, or hand-delivered to:

For FRANCHISEE:

Shana B. Yi
304 Wagoner Drive
Fayetteville, NC 28303
(910) 487-6919

FOR COUNTY:

Acting County Manager
PO Box 1829
Fayetteville, NC 28302-1829
(910) 678-7726
(910) 678-7726

11. **ASSIGNMENT:** The FRANCHISEE shall not assign its contract rights under this Agreement or any part thereof, nor delegate any performance hereunder, nor subcontract without first obtaining the COUNTY'S written approval.

12. **TERMINATION:** This Agreement may be terminated immediately by the COUNTY or the COUNTY may pursue any other remedy recognized in law or equity upon the violation of any of the terms of the contract. Either party may terminate the contract upon thirty (30) days' notice in writing to the other party. Upon the entering of a judgment of bankruptcy or insolvency by or against the FRANCHISEE, the COUNTY may immediately terminate this Agreement for cause. Upon termination or expiration of this Agreement, FRANCHISEE will immediately remove all equipment, food products, etc., owned by FRANCHISEE from the Snack Bars or any other areas at either Courthouse or the DSS facility controlled by FRANCHISEE.

13. **MISCELLANEOUS:**

- a. The parties hereto, for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, handicap, or national origin in the course of fulfilling any obligation, duty, or service that arises as a result of this Agreement. More specifically, FRANCHISEE shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA), and all requirements imposed by Federal regulations, rules, and guidelines issues pursuant to these Titles for both personnel employed and customers served.
- b. The FRANCHISEE will make no alterations or changes in the present facilities without prior approval of the COUNTY.

14. **MODIFICATIONS:** This Franchise Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

IN WITNESS WHEREOF, the FRANCHISEE and the COUNTY have caused their duly authorized officers to execute this instrument the day and year first above written, in triplicate originals, with one being retained by the FRANCHISEE, and two by the COUNTY.

[Signature Page Follows]

COUNTY OF CUMBERLAND

ATTEST:

BY: _____
~~[Current Chair]~~, Chair
Toni Stewart

BY: _____
~~[Current Clerk]~~, Clerk
Andrea Tebbe

[COUNTY SEAL]

FRANCHISEE:

Shana B. Yi

Jae Yong Yi (Lee)

ATTEST:

BY: _____
Witness

Approved for Legal Sufficiency

County Attorney
Expiration Date:



ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JENNIFER GREEN, HEALTH DIRECTOR

DATE: 6/16/2025

**SUBJECT: INTERLOCAL AGREEMENT BETWEEN CUMBERLAND COUNTY
HEALTH DEPARTMENT AND THE CITY OF FAYETTEVILLE**

BACKGROUND

In Fall 2024, the Health Department was awarded a three-year grant from the Bureau of Justice Assistance (BJA) Comprehensive Opioid Abuse Site-Based Program Cooperative Agreement (October 2024-September 2027). The grant supports public health efforts in local communities to improve collaboration and strategic decision-making of regulatory and law enforcement agencies and public health officials to address prescription drug and opioid misuse, safe life, and reduce crime. The Health Department submitted a joint application with the City of Fayetteville Police Department and NC Harm Reduction to support:

- Expansion of the Law Enforcement Assisted Diversion (LEAD) program, a pre-booking diversion pilot program
 - Enhancement and coordination of service delivery along the Sequential Intercept Model (SIM)
 - Establishment of a Recovery Support Services Fund for clients receiving services from SIM partners
- Cumberland County Health Department will provide grant funding to the City of Fayetteville, not to exceed \$287,130 as outlined in the attached Interlocal Agreement. The City of Fayetteville will hire or appoint Fayetteville Police Department staff to support LEAD expansion and enhancement of SIM services including:
- Hiring 1.0 FTE LEAD Liaison (Crime Analyst)
 - Salary support for FPD Officers (0.38 FTE) to enhance LEAD implementation
 - Active engagement in the SIM Taskforce and Cumberland-Fayetteville Opioid Response Team (C-FORT) projects and activities.

Funding shall be appropriated as follows:

FY 24-25 \$95,710.00

FY 25-26 \$95,710.00

FY 26-27 \$95,710.00

This item was presented at the Board of Commissioners Agenda Session on June 12, 2025 and unanimously approved to move to the Consent Agenda of the Board of Commissioners meeting on June 16, 2025.

RECOMMENDATION / PROPOSED ACTION

Approve the Interlocal Agreement between the Cumberland County Health Department and City of Fayetteville for \$287,130.

ATTACHMENTS:

Description	Type
Interlocal Agreement Between Cumberland County Department of Public Health and City of Fayetteville	Backup Material

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

INTERLOCAL AGREEMENT

Approved by the Cumberland County Board of Commissioners _____

Approved by the Fayetteville City Council _____

This Agreement, made this 1st day of December 2024, by and between Cumberland County Health Department, hereinafter referred to as **HEALTH DEPARTMENT**, and City of Fayetteville, a business located at 433 Hay Street, Fayetteville, NC 28301 hereinafter referred to as **CITY**.

WHEREAS, the **HEALTH DEPARTMENT** is the lead agency for the Bureau of Justice Assistance (BJA) Comprehensive Opioid Abuse Site-Based Program Cooperative Agreement which supports public health efforts in local communities to improve collaboration and strategic decision-making of regulatory and law enforcement agencies and public health officials to address prescription drug and opioid misuse, safe life, and reduce crime; and

WHEREAS, the **CITY** has represented that it can provide qualified services which will meet the needs of the **HEALTH DEPARTMENT**; 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: **HEALTH DEPARTMENT** agrees to purchase and the **CITY** agrees to provide opioid abuse site-based services under the terms as set forth below and per the award letter incorporated and attached as Exhibit # 1.

TERM: The term of this Agreement shall be December 1, 2024 through, September 30, 2027 unless sooner terminated or extended by mutual written agreement. The Health Department may terminate this Agreement prior to the expiration of the above stated period if in its judgment:

- A. The **CITY** has completed all services required.
- B. The **CITY** failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the **HEALTH DEPARTMENT**.
- C. The **HEALTH DEPARTMENT** shall have given the **CITY** thirty (30) days written notice of **HEALTH DEPARTMENT's** intent to terminate this Agreement. The **HEALTH DEPARTMENT** will make all payments due the **CITY** for services rendered up to and including the date of such notice of termination.

Responsibilities of HEALTH DEPARTMENT:

- Provide grant funding not to exceed **\$287,130.00** to fund
 - 1.0 FTE LEAD Liaison (Crime Analyst) to enhance LEAD implementation and Sequential Intercept Enhancement
 - Salary support for three FPD Officers (0.38 FTE) to enhance LEAD implementation
- Develop and implement social media campaigns related to LEAD and SIM services
- Establish and implement the Recovery Support Services funds to support LEAD and SIM participants in receiving recovery support for transitional housing, food, transportation, work-related and education-related expenses, clothing, etc.
- Receive and execute referrals for Recovery Support Funds available to LEAD participants and clients of the Recovery Resource Center
- Administrative and fiscal oversight of project activities to ensure project deliverables are met, attend grant meetings, and provide oversight of project evaluation activities
- Host and facilitate bi-monthly meetings with project partners to discuss roles, responsibilities, challenges, barriers, and gaps to problem-solve
- Provide project updates and solicit stakeholder feedback during Cumberland Fayetteville Opioid Response Team meetings
- Facilitate Cumberland-Fayetteville Opioid Response Team (C-FORT) meetings
- Participate in outreach and data collection among project partners
- Conduct all project evaluation activities including data collection and data analysis
- Collect and submit data for grantor
- Attend required Bureau of Justice Assistance (BJA) grantee meetings

Funding shall be appropriated as follows:

FY 24-25 \$95,710.00

FY 25-26 \$95,710.00

FY 26-27 \$95,710.00

Responsibilities of City of Fayetteville:

- ***Law Enforcement Assisted Diversion (LEAD) Implementation***

- Recruit and hire or appoint Fayetteville Police Department Project Staff
 - 1.0 FTE LEAD Liaison (Crime Analyst) to enhance LEAD implementation
 - Salary support for FPD Officers (0.38 FTE) to enhance LEAD implementation
- Implement the LEAD program in accordance with the National LEAD Bureau's fidelity framework including
 - Schedule and support bi-weekly LEAD meetings
 - Maintain LEAD policies and procedures
 - Maintain LEAD participant data base
 - Review FPD data for referrals and follow up. Review and collect crime and crime and overdose data.
 - Provide LEAD referral training to all FPD and CCSO deputies
- Collaborate with NCHRC to receive at least 100 referrals annually and maintain an average caseload of 50 active participants
- ***Expanding Sequential Intercept Model (SIM) Services***
 - Support the development of a Sequential Intercept Map for youth and adults
 - Attend SIM Taskforce Meetings
 - FPD LEAD liaison will provide updates on crime, violence, and overdose data to the SIM Taskforce
- Participate in at least bi-monthly meetings with project partners to discuss roles, responsibilities, challenges, barriers, and gaps to problem-solve
- Contribute to the annual update of the C-FORT Resource guide and social media campaigns
- Participate in outreach and data collection among project partners
- Attend and support monthly C-FORT meetings
- Attend required BJA grantee meetings
 - As requested and appropriate, contribute data and information, to project grant reports within project deadlines
- Submit invoices to the Health Department by the 10th of each month
- Submit monthly data reporting to the Project Evaluator as outlined in Appendix A incorporated and attached as Exhibit # 2

INDEPENDENT CONTRACTOR: CITY is an independent **CONTRACTOR** and not an agent, officer or employee of the **HEALTH DEPARTMENT** and shall have no authority to act as an agent of the **HEALTH DEPARTMENT**, nor enter any Agreement for or on

behalf of the **HEALTH DEPARTMENT**. The relationship of **CITY** with the **HEALTH DEPARTMENT** is as an "independent Contractor" as that term is defined by the laws of the State of North Carolina.

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 address or to such other address as either party from time to time designates in writing to the other party for the receipt of notice:

CITY:

City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

HEALTH DEPARTMENT:

Cumberland County Health Department
c/o Director
1235 Ramsey 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.

AGENCY AND AUTHORITY: The **HEALTH DEPARTMENT** designates its Health Director as its exclusive agent with respect to this Agreement. The Health Director is authorized, on behalf of the **HEALTH DEPARTMENT**, to negotiate directly with the **CITY** on all matters pertaining to this Agreement. The **CITY** agrees that all of its dealings with the **HEALTH DEPARTMENT** regarding this Agreement shall be exclusively with the Health Director. Further, the **CITY** specifically agrees that it shall not modify any of the services subject to this Agreement except as described in the paragraph entitled MODIFICATIONS.

ASSIGNMENT: The **CITY** shall not assign all or part of its contract rights under this Agreement, or delegate any performance hereunder, or subcontract, without first obtaining the **HEALTH DEPARTMENT'S** written approval thereof.

BENEFIT: This Agreement shall be binding upon and 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.

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.

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 in making this Agreement other than those specifically set forth herein.

MODIFICATION: This Agreement may be modified only by a writing signed duly by the parties or their respective successors.

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 Contract with appropriate venue being Cumberland County.

COMPLIANCE WITH LAW: CITY agrees that its performance of this Agreement shall comply with all laws, regulations, and ordinances, directives, executive orders, or other requirements of any governments or agencies thereof which may govern its performance under this Agreement, including, but not limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, Health Insurance Portability and Accountability Act and any other applicable law.

SEVERABILITY: Should any term, duty, obligation or provision of this Agreement be found invalid or unenforceable, it shall not affect the validity of the other terms, duties, obligations, and provisions which shall remain valid and enforceable and in full force and effect.

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 Contract, Health Department shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Contract through and including the last day of service.

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.

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.

FEDERAL CLAUSES: Federal Clauses are incorporated and attached as Exhibit 3

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

CUMBERLAND COUNTY HEALTH DEPARTMENT

BY: _____
Jennifer Green, Health Director

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

Approved for Legal Sufficiency
upon formal execution by all
parties

BY: _____
County Finance Office

BY: _____
County Attorney's Office

BY: _____
Chairman Board of
Commissioners

ATTEST: _____
Clerk to the Board

BY: _____
County Manager

CITY OF FAYETTEVILLE

ATTEST:

BY: _____
Name:
Title:

BY: _____
City Clerk | Deputy City Clerk

Approved for legal sufficiency:

BY: _____
City Attorney

Appendix A

LEAD Performance Measures

- Number of LEAD referrals
- Number of enrolled LEAD participants
- Number of connections made by LEAD staff to support services
- Number of the individuals receiving recovery support services (# of individuals housed, # receiving transportation support, # receiving educational or job attainment support)
- Number of referrals made for treatment
- Behavioral health service utilization among LEAD participants (inpatient and outpatient services, Medication for Opioid Use Disorder visits, and detox admissions)
- Number of LEAD participants who have met their program goals
- LEAD participants and community members receiving support from the Recovery Support Services fund
- Number of new arrests, citations, incarcerations, the number of individuals receiving treatment, and the number of overdoses since enrollment
- Demographics of LEAD participants (age, race/ethnicity, gender, and zipcode)

Sequential Intercept Performance Measures

- Number of community agencies actively engaging in services at each SIM intercept
- Number of criminal diversions at each SIM intercept
- Number of SIM Taskforce Meetings
- Sense of coordination and collaboration among SIM Taskforce members



EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GARRY CRUMPLER, INTERIM EMERGENCY SERVICES DIRECTOR

DATE: 6/13/2025

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN BOARD OF
EDUCATION AND CUMBERLAND COUNTY EMERGENCY SERVICES**

BACKGROUND

Cumberland County Schools (CCS) Career and Technical Education Program is launching an Emergency Management Program to help increase the number of trained Emergency Management personnel across the state. The program will follow curriculum guidelines established by the Emergency Management Institute (EMI) and the Federal Emergency Management Agency (FEMA).

To support the program's development and effectiveness, CCS is seeking to establish a Memorandum of Understanding (MOU) with the County. This partnership would provide access to subject matter expertise and operational support. There is no monetary obligation or mandated time commitment required from County Emergency Management staff.

Modeled after the Fire Services Program at E.E. Smith High School, the Emergency Management Program will engage local Emergency Management personnel to support the program in several ways. Staff involvement will include attending meetings to discuss program outcomes and areas for improvement, providing access to specialized equipment, and assisting instructors as needed.

This item was presented at the 6/12/2025 Agenda Session. The agreement has been modified as stated in the meeting.

RECOMMENDATION / PROPOSED ACTION

Cumberland County Emergency Services recommends approval of the updated Memorandum of Understanding (MOU) between Cumberland County Schools and Cumberland County. Attached for reference

is a redlined version of the agreement showing the changes made, as well as a clean copy prepared for signature.

ATTACHMENTS:

Description	Type
CCS MOU Stricken Version	Backup Material
Clean Version for Signature	Backup Material

Memorandum of Understanding

Between

Cumberland County Board of Education

and

Cumberland County/Emergency Services

I. Purpose

The purpose of the Emergency Management programs is to provide enhanced Career and Technical Education opportunities and to provide well trained individuals for careers in emergency management operations in Cumberland County.

This Memorandum of Understanding (MOU) is to identify the roles of this collaborative relationship as they relate to providing high school students the opportunity to participate in Emergency Management classroom training.

II. Responsibilities

A. Cumberland County Schools (CCS):

1. Provide a certified classroom Emergency Management instructor.
2. Provide the necessary instructional facilities.
3. Provide then necessary instructional materials, supplies, and equipment.
4. Provide insurance that will cover the students and instructor(s) in case of an accident or civil liability.
5. ~~Within a reasonable time, request in advance the use of specialized Cumberland County Emergency Services (CCES) equipment when the cost of such equipment might be prohibitive for the school to purchase.~~
6. ~~CCS is expected to return all CCES equipment in the same working order as it was delivered. If for any reason there is damage to any equipment, or the equipment failed to operate properly, it is the responsibility of CCS to notify a representative of Cumberland County so that any deficiencies can be repaired.~~

- ~~7. Monetary responsibility for any damaged equipment due to negligence while being used by CCS students will be appraised and an agreement reached between the CCES and CCS.~~

B. Cumberland County Emergency Services

1. Provide a contact person(s) to serve as liaison between CCS and CCES to provide consultation and assist as available in technical expertise of the program.
2. Provide training to the CCS instructors that are responsible for the Emergency Management curriculum so that they are familiar with CCES equipment and all safety issues associated with such equipment.
3. Ensure that CCES personnel who will be involved on an ongoing basis, register as volunteers with the Cumberland County Schools by completing an online Volunteer Application at <https://www.ccsvolunteers.com>. The application process does include a background check (paid for by the school system). It is not required that CCES employees who serve as guest speakers on a periodic basis register as volunteers. The teacher will submit for approval at least 5 days prior to the visit of the guest speaker. A background check is not required for guest speakers.
- ~~4. When notified by CCS of the need of equipment for practical training, to ensure that the equipment is delivered at an agreed upon time.~~
- ~~5. If while the equipment is in use by CCS and an emergency should arise and require the return of the equipment to CCES, a representative of CCES shall contact CCS as soon as possible to retrieve the equipment from CCS. All efforts will be made to provide CCS adequate advance notice.~~
- ~~6. CCES will notify the instructor of opportunities and/or activities which can be used for training in practical applications for the CCS instructor or volunteer opportunities for CCS students. Examples of this might be the opportunity for students to participate in CCES disaster drills or the instructor to participate in professional training for certification renewals.~~

7. CCES and the CCS instructor will coordinate any necessary permissions or documentation needed for students to participate in program activities.

III. Duration, Modification and Termination

1. This agreement shall extend from July 1, 2025 to July 1, 2030. This may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

IV. Effective Date and Signature

This MOU shall be effective upon the signature of Cumberland County Board of Education and Cumberland County authorized officials.

Signatures and dates:

CUMBERLAND COUNTY
BOARD OF EDUCATION

Marvin Connelly, Jr.
Superintendent

Dr. Mellotta Hill
Chief Academic Officer

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

Jay Toland
Finance Officer, Cumberland County
Board of Education

Date: _____

CUMBERLAND COUNTY

Kirk deViere
Chairman
Cumberland County Board of Commissioners

Garry Crumpler
Interim Director
Cumberland County Emergency Services

Date: _____

Memorandum of Understanding

Between
Cumberland County Board of
Education and
Cumberland County/Emergency Services

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2. Provide training to the CCS instructors that are responsible for the Emergency Management curriculum so that they are familiar with CCES equipment and all safety issues associated with such equipment.

3. Ensure that CCES personnel who will be involved on an ongoing basis, register as volunteers with the Cumberland County Schools by completing an online Volunteer Application at <https://www.ccsvolunteers.com>. The application process does include a background check (paid for by the school system). It is not required that CCES employees who serve as guest speakers on a periodic basis register as volunteers. The teacher will submit for approval at least 5 days prior to the visit of the guest speaker. A background check is not required for guest speakers.
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CUMBERLAND COUNTY
BOARD OF EDUCATION

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Superintendent

Dr. Mellotta Hill
Chief Academic Officer

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the manner required by the School Budget
and Fiscal Control Act.

Jay Toland
Finance Officer, Cumberland County
Board of Education

Date: _____

CUMBERLAND COUNTY

Kirk deViere
Chairman
Cumberland County Board of Commissioners

Garry Crumpler
Interim Director
Cumberland County Emergency Services

Date: _____



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 6/1/2025

SUBJECT: VEHICLE REPLACEMENT POLICY

BACKGROUND

Over the past three months, staff has been conducting an organizational-wide vehicle inventory to implement a vehicle replacement policy for the County's fleet of vehicles.

At the June 12, 2025, Agenda Session, the vehicle replacement policy was presented to the Commissioners. The recommendation was to replace all vehicles at 100,000 miles and/or 8 years of service.

RECOMMENDATION / PROPOSED ACTION

Commissioners are requested to approve the proposed vehicle replacement policy.

ATTACHMENTS:

Description

Cumberland County Internal Services Fleet Replacement Policy

Type

Backup Material



Internal Services Department

Facilities Management Division · Fleet Management Division · Landscaping & Grounds Division

Cumberland County Internal Services Fleet Replacement Policy

Effective: June 13th 2025



Internal Services Department

Facilities Management Division · Fleet Management Division · Landscaping & Grounds Division

I. Rationale for 100,000 Miles / 8 Years

- **Minimizing Total Cost of Ownership (TCO):** While newer vehicles have higher depreciation, older vehicles typically incur significantly higher maintenance and repair costs, increased fuel consumption due to decreased efficiency, and more downtime. The 8-year/100,000-mile mark is often considered a "sweet spot" where the combination of these factors leads to a rising TCO.
- **Reliability and Downtime:** As vehicles age and accumulate miles, the likelihood of unexpected breakdowns and costly repairs increases. This directly impacts productivity and operational efficiency. Replacing vehicles proactively helps minimize unscheduled downtime.
- **Safety:** Newer vehicles generally come equipped with more advanced safety features, which can improve driver safety and reduce accident risk.
- **Employee Morale and Image:** A well-maintained and modern fleet can boost driver morale and present a professional image for your organization.
- **Resale Value:** Replacing vehicles before they accrue excessive mileage or age can help you maximize their residual value, which can offset the cost of new acquisitions.

II. Key Components of a Fleet Replacement Plan

1. **Establish Clear Criteria:**
 - **Age and Mileage:** Define your primary replacement criteria (e.g., 8 years or 100,000 miles, whichever comes first).
 - **Condition-Based:** While age/mileage is a good starting point, consider individual vehicle condition. If a vehicle experiences excessive or recurring costly repairs before reaching the threshold, it might be a candidate for earlier replacement.
 - **Mission-Criticality:** Some vehicles may require earlier replacement due to their critical role or severe operating conditions.
2. **Track All Costs (Total Cost of Ownership - TCO):**
 - **Acquisition Costs:** Purchase price, financing costs, taxes, fees.
 - **Operating Costs:** Fuel, insurance, licensing, permits, telematics, tolls.



Internal Services Department

Facilities Management Division · Fleet Management Division · Landscaping & Grounds Division

- **Maintenance and Repair Costs:** Scheduled maintenance, unscheduled repairs, tires, parts, fluids, labor. Track these diligently for each vehicle.
 - **Downtime Costs:** This is often overlooked but crucial. Calculate the cost of lost productivity when a vehicle is out of service.
 - **Depreciation:** The loss in value over time.
 - **Resale Value:** The estimated value you can get when you sell the vehicle.
3. **Data-Driven Decision Making:**
- **Fleet Management Software (FMS):** Implement a robust FMS to track mileage, maintenance history, fuel consumption, and repair costs for each vehicle. This data is essential for making informed replacement decisions.
 - **Analyze Trends:** Monitor trends in maintenance costs. When repair costs for a vehicle begin to escalate sharply, it's a strong indicator that replacement is nearing its optimal point.
 - **Economic Lifecycle Analysis:** For larger fleets, consider conducting a detailed economic lifecycle analysis to pinpoint the exact point where TCO is minimized for different vehicle types.
4. **Budgeting and Funding:**
- **Capital Planning:** Develop a long-term capital plan that accounts for staggered vehicle replacements to avoid large, sudden expenditures.
 - **Financing Options:** Explore various financing options such as outright purchase, leasing, or fleet management services. Each has implications for your replacement cycle.
 - **Lifecycle Budgeting:** Allocate funds not just for acquisition, but for the entire lifecycle of the vehicle, including planned maintenance and eventual disposal.
5. **Disposal Strategy:**
- **Resale:** Plan how you will dispose of outgoing vehicles (e.g., trade-in, auction, private sale).
 - **Timing:** Aim to sell vehicles when their residual value is still strong.



Internal Services Department

Facilities Management Division · Fleet Management Division · Landscaping & Grounds Division

6. Vehicle Selection and Procurement:

- **Needs Assessment:** Regularly review your fleet's needs to ensure new vehicles align with operational requirements, fuel efficiency goals, and technological advancements (e.g., electric vehicles, advanced safety features).
- **Standardization:** Consider standardizing vehicle types where appropriate to simplify maintenance and parts inventory.

III. Factors to Consider and Adjustments

- **Vehicle Type:** Heavy-duty trucks and specialized equipment often have longer lifespans and higher mileage thresholds than light-duty passenger vehicles. The 8-year/100,000-mile guideline is most applied to light-duty vehicles.
- **Operating Conditions:** Vehicles operating in harsh environments (e.g., construction, frequent off-road use, extreme temperatures) may require earlier replacement due to accelerated wear and tear.
- **Driver Behavior:** Fleets with drivers who are consistently hard on vehicles may see higher maintenance costs and a need for earlier replacement. Telematics can help monitor and address this.
- **Manufacturer Recommendations:** Consider the manufacturer's recommended maintenance schedules and expected lifespan for specific vehicle models.
- **Technological Advancements:** Rapid advancements in vehicle technology (e.g., fuel efficiency, safety features, telematics integration) might make it economically advantageous to replace vehicles sooner to leverage these benefits.
- **Fuel Prices:** Fluctuating fuel prices can impact the TCO, making more fuel-efficient vehicles (even with higher initial costs) more appealing for replacement.
- **Availability of Spare Parts:** As vehicles age, parts can become harder to find or more expensive, contributing to higher repair costs and downtime.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING & INSPECTIONS

DATE: 6/3/2025

SUBJECT: CASE # ZON-25-0008

BACKGROUND

ZON-25-0008: Rezoning from C1(P) Planned Local Business District and R6A Residential District to C2(P)/CZ Planned Service and Retail District Conditional Zoning or to a more restrictive zoning district for a parcel comprising 0.93 +/- acres; located at 3856 Cumberland Road; submitted by Lydia Coachman and Wayne Chestnutt (Applicant); Affordable Seamless Gutters & Home Improvement Fayetteville, LLC. (Owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Meeting Date: May 20, 2025

Planning Board Action: Recommended approval of the rezoning request from C1(P) Planned Local Business District and R6A Residential District to C2(P)/CZ Planned Service and Retail District Conditional Zoning at their May 20, 2025 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation Planning and Inspections staff recommends approval of the rezoning request from R6A Residential District and C1(P) Planned Local Business District to C2(P)/CZ Planned Service and Retail District Conditional Zoning. Staff finds that the request is consistent with the Southwest Cumberland Land Use Plan which calls for "Heavy Commercial" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-25-0008, I move to approve the rezoning request from R6A Residential District and C1(P) Planned Local Business District to C2(P)/CZ Planned Service and Retail District Conditional Zoning. The Board finds that the request is consistent with the Southwest Cumberland Land Use Plan which calls for “Heavy Commercial” at this location. The request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-25-0008, I move to deny the rezoning request from R6A Residential District and C1(P) Planned Local Business District to C2(P)/CZ Planned Service and Retail District Conditional Zoning and find that the request is not consistent with the Southwest Cumberland Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description

ZON-25-0008

Type

Backup Material



Cumberland County Joint Planning Board

June 3, 2025

MEMO TO: Cumberland County Board of Commissioners

FROM: Rawls Howard, Director of Planning & Inspections

SUBJECT: **ZON-25-0008:** Rezoning from C1(P) Planned Local Business District and R6A Residential District to C2(P)/CZ Planned Service and Retail District Conditional Zoning or to a more restrictive zoning district for a parcel comprising 0.93 +/- acres; located at 3856 Cumberland Road; submitted by Lydia Coachman and Wayne Chestnutt (Applicant); Affordable Seamless Gutters & Home Improvement Fayetteville, LLC (Owners).

ACTION: The Planning Board recommended approval of the rezoning request from C1(P) Planned Local Business District and R6A Residential District to C2(P)/CZ Planned Service and Retail District Conditional Zoning at their May 20, 2025, meeting for the reasons stated and as fully reflected in the meeting minutes which are incorporated herein by reference.

MINUTES OF MAY 20, 2025

In Case ZON-25-0008, Planning and Inspections staff recommends approval of the rezoning request from R6A Residential District and C1(P) Planned Local Business District to C2(P)/CZ Planned Service and Retail District Conditional Zoning. Staff finds that the request is consistent with the Southwest Cumberland Land Use Plan which calls for "Heavy Commercial" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-25-0008, Mrs. Lynd made a motion, seconded by Mr. Crumpler, to approve the rezoning request from R6A Residential District and C1(P) Planned Local Business District to C2(P)/CZ Planned Service and Retail District Conditional Zoning. The board finds that the request is consistent with the Southwest Cumberland Land Use Plan which calls for "Heavy Commercial" at this location. The board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

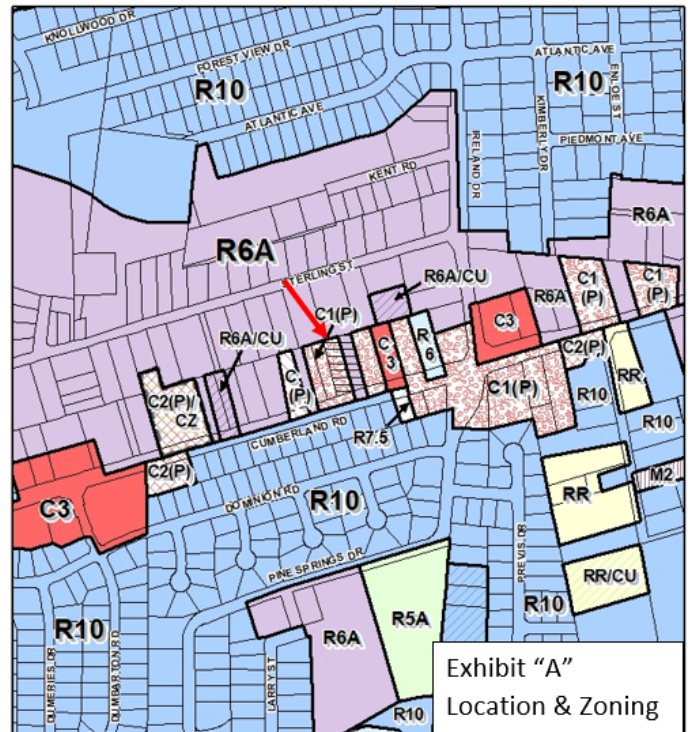


Location: 3856 Cumberland Rd
Jurisdiction: County-Unincorporated

Rezoning C1(P) and R6A to C2(P)/CZ

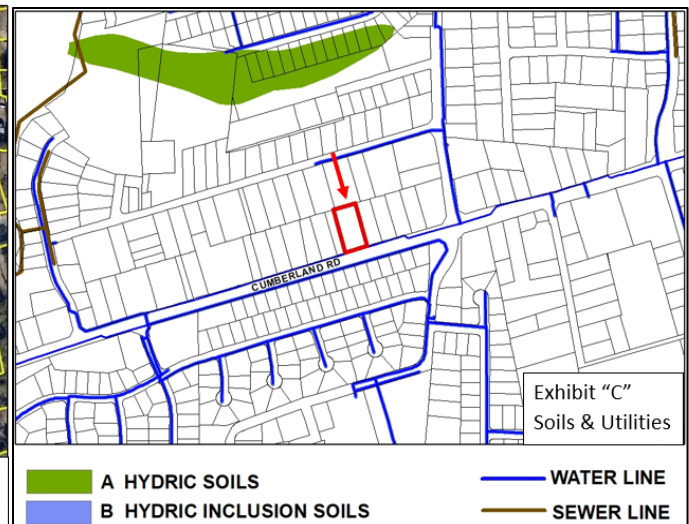
PROPERTY INFORMATION

EXISTING ZONING: The subject property is currently zoned C1(P) Planned Local Business District and R6A Residential District. The C1(P) district is designed to cater to the ordinary shopping needs of the immediate neighborhood with emphasis on convenience goods. This district is customarily located adjacent to an arterial street and generally surrounded by residential areas. To promote the essential design features with the C1(P) district, plan approval is a requirement. The R6A district is designed for a mix of single- and multi-family dwellings including the use of manufactured homes on individual lots and in manufactured home parks.



- **North:** Wooded lands, single-family residences, and a manufactured home park.
- **East:** Single-family residence and commercial (gas station and convenience store).
- **West:** Single-family residences and commercial activity.
- **South:** Single-family residences.

OTHER SITE CHARACTERISTICS: The site is not located in a Watershed Protection Area nor within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates that hydric and hydric inclusion soils are not located on the subject property.



TEN YEAR ZONE CASE HISTORY:

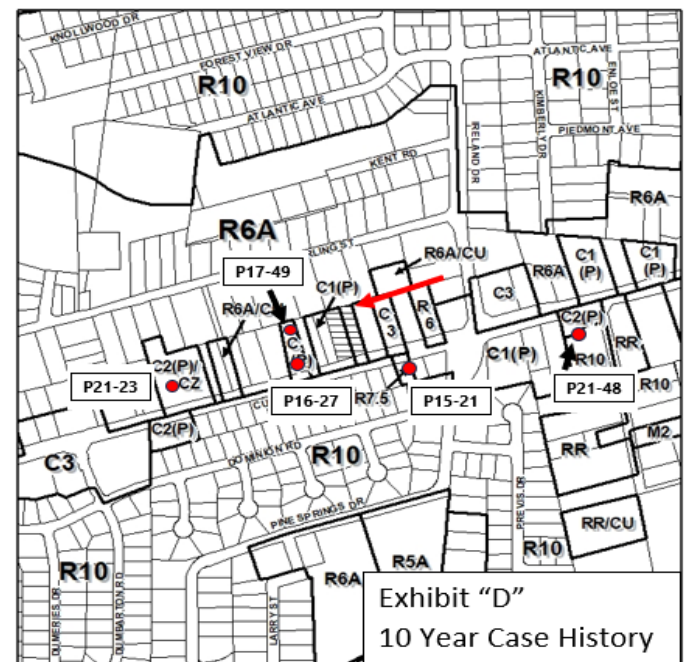
Exhibit "D" denotes the following rezoning case history within the most recent 10-year period.

- **P15-21:** C1(P) to R7.5; Approved by County
- **P16-27:** R6A to O&I(P); Approved by County
- **P17-49:** O&I(P) to C(P); Approved by County
- **P21-23:** R6A to C2(P)/CZ; Approved by County
- **P21-48:** C2(P) to C(P); Denied by County

DEVELOPMENT REVIEW:

Site plan review and approval will be required via the Current Planning Division prior to commencement of any site construction activity. The final site plan must be designed pursuant to the conditional zoning site plan and conditional zoning conditions of approval.

DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:



Minimum Standard	R6A (Existing)	C1(P) (Existing)	C2(P)/CZ (Proposed)
Front Yard Setback	25 feet	45 feet	50 feet
Side Yard Setback	10 feet	15 feet	30 feet
Rear Yard Setback	15 feet	20 feet	30 feet
Lot Area	6,000 feet	N/A	N/A
Lot Width	60 feet	N/A	N/A

DEVELOPMENT POTENTIAL:

Existing Zoning (R6A)	Existing Zoning (C1(P))	Proposed Zoning (C2(P)/CZ)
3 dwelling units	0 dwelling units	0 dwelling units

- Lot count may be rounded up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

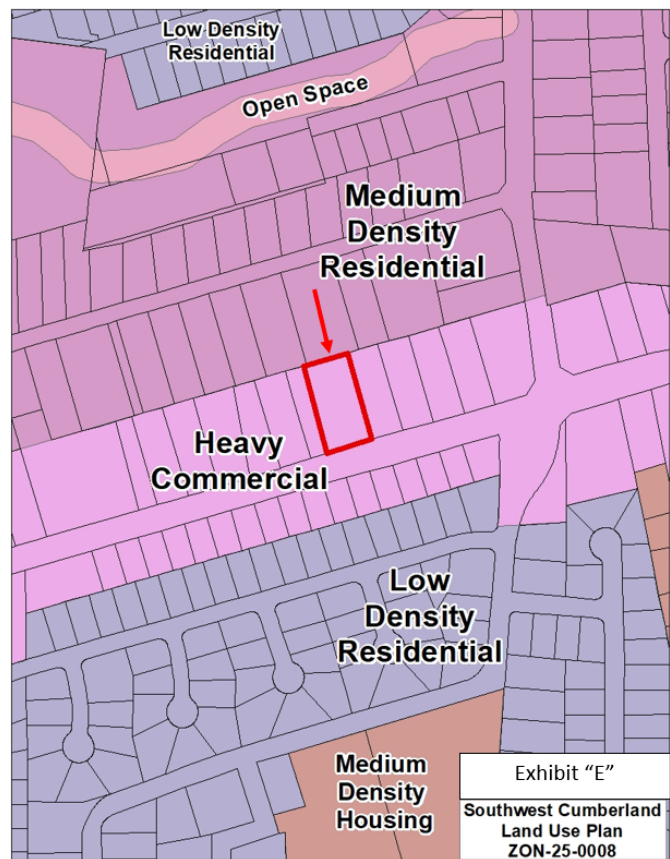
COMPREHENSIVE PLANS:

This property is located in the Southwest Cumberland Land Use Plan (2013) and the Cumberland Road Business Street Plan (2018). The future land use classification of the property is "Heavy Commercial". The associated zoning districts for "Heavy Commercial" are C(P), C2(P), and C1(P).

The proposed rezoning request is consistent with the future land use plans.

Future Land Use Classification and Business Street Plan Development Goals, Notes, and Objectives:

- "Strongly encourage redevelopment with the use of conditional rezonings" (Cumberland Road Business Street Plan 2018, p. 15).
- "Prohibit applicants from rezoning to heavy commercial where sewer is unavailable" (Cumberland Road Business Street Plan 2018, p. 15).
- "Encourage recombination of adjoining parcels under same ownership as condition of rezoning request approval" (Cumberland Road Business Street Plan 2018, p. 15).
- "Work with NCDOT to limit curb cuts, recommend joint drives and use of lateral access" (Cumberland Road Business Street Plan 2018, p. 15).
- "Create an atmosphere that supports existing and future commercial activities while complimenting the existing residential area; encourages and fosters economic development that is harmonious with the character of the area; respects environmentally sensitive areas; is well-designed and attractive; located in areas with sufficient infrastructure to support the type of commercial activities; and provides a range of commercial locations that accommodate market demands that meet the needs of area residents" (Southwest Cumberland Land Use Plan 2013, p. 137).



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Water lines are located along Cumberland Road in front of the property. Sewer lines are not readily available along the portion of Cumberland Rd where the subject property is located. The available utilities are shown on Exhibit "C".

TRANSPORTATION: The subject property sits on Cumberland Road and is identified as a minor arterial in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned and the subject property will have no significant impact on the Transportation Improvement Program. In addition, Cumberland Road has a 2021 AADT of 20,000 and an estimated road capacity of 29,000.

In addition, Cumberland Road has an existing roadway capacity of 29,000 and an existing 2021 AADT of 20,000. The proposed rezoning will not generate enough traffic to significantly impact Cumberland Road.

SCHOOLS CAPACITY/ENROLLMENT: Cumberland County Schools did not provide comments or school capacity and enrollment data. However, the proposed use and zoning district will not directly generate an increase in school enrollment that impacts public schools.

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has no objections for the proposed rezoning.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request. All development and access to the property must comply with the North Carolina Fire Codes, which must be addressed at the time of a final site plan application.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS: The property is located within the Fayetteville Regional Airport Overlay. The Fayetteville Regional Airport did not have any objections to the proposed conditional rezoning.

Special Districts			
Fayetteville Regional Airport Overlay:	x	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Bragg:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a – not applicable

CONDITIONS OF APPROVAL: The proposed conditions of approval and conditional zoning site plan are attached to this report, which is found in Exhibit "F".

KEY CONDITIONS

1. Use and development of the site must occur consistent with the Conditional Zoning Conditions of Approval and the Conditional Zoning Site Plan for a commercial business and garage structure holding up to seven vehicles.
2. A fence permit shall be obtained prior to submission of the final site plan. If any changes in the fence or its location occur due to the fence permit, these changes shall be reflected on the final site plan.
3. If the wood stockade fence abutting the rear yard property line were to be removed or relocated, a vegetative buffer shall be planted to satisfy the requirements of Section 1102.G.
4. The driveway must be of a sufficient surface material to withstand the weight of emergency service vehicles, 20 feet in width, and ending in a cul-de-sac that is at least 96 feet in diameter to be a sufficient turnaround for emergency service vehicles.
5. A minimum of three trees shall be planted and maintained in the front yard setback to satisfy the streetscape requirements.

STAFF RECOMMENDATION

In Case ZON-25-0008, Planning and Inspections staff **recommends approval** of the rezoning request from R6A Residential District and C1(P) Planned Local Business District to C2(P)/CZ Planned Service and Retail District Conditional Zoning. Staff finds that the request is consistent with the Southwest Cumberland Land Use Plan which calls for "Heavy Commercial" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:

Conditions of Approval

Conditional Zoning Site Plan

Notification Mailing List

Application

Applicant Agreement to Conditions of Approval

Exhibit "F" Conditions of Approval

General Address: 3856 Cumberland Rd	Acres: 0.93 +/-
REID: 0415793772000	Approval Date: TBD
Effective Date: TBD	Issued to: Wayne Chestnutt and Lydia Coachman/Seamless Gutters, LLC

C2(P) Planned Local Business/CZ Conditional Zoning District Case ZON-25-0008

Ordinance Related Conditions for Trades Contractor Activity Use of Property

Applicability: Applicant requests a rezoning from R6A Residential District and C1(P) Planned Local Business District to C2(P)/CZ Planned Service and Retail Conditional Zoning District for 0.93 +/- acres; located at 3856 Cumberland Rd; submitted by Wayne Chestnutt and Lydia Coachman (owners).

A. Permitted and Prohibited Uses.

Permitted Uses. Use and development for a Trades Contractor business with a commercial garage to store up to seven vehicles must occur consistent with the Conditional Zoning Site Plan appearing in Exhibit "A" of the Conditions of Approval, with the Conditions set forth herein, and with the County Zoning and Subdivision Ordinances. Such use and development shall also meet the intent of the Cumberland Road Business Street Plan. Any change of use determined to be a substantial change by the Planning Director shall be processed as an amendment to the Conditional Zoning.

B. Development Standards.

1. The Conditional Zoning Site Plan is not the Final Site Plan. A final Site Plan must be submitted to and approved by the Current Planning Division prior to any development activity. The Final Site Plan shall be consistent with the intent of the Conditional Zoning Site Plan and the intent of the Cumberland Road Business Street Plan.
2. Where any conflicts occur between the Conditions of Approval herein, including the Conditional Zoning Site Plan, with the County Zoning and Subdivision Ordinances, with the Conditions of Approval and Site Plan shall supersede.
3. The existing fence along the perimeter of the property currently does not have an approved fence permit. A fence permit shall be obtained prior to submission of the final site plan. If any changes in the fence or its location occur due to the fence permit, these changes shall be reflected on the final site plan.
4. The owner/developer(s) of these lots must obtain detailed instructions on provisions of the County Zoning Ordinance and permits required to place any should be within this development from the County Code Enforcement Section, Room 101 in the Historic Courthouse at 130 Gillespie Street. For additional information, the developer should contact a Code Enforcement Officer. In addition, applicant is responsible to obtain all other federal, state, and local permits required for the proposed use of the property.

Note: This conditional zoning approval is not approval of the permitting of any structures or site construction activity for this site.

5. The developer must keep an updated copy of all applicable state permits and associated conditions on record with the County Planning & Inspections Department.
6. This conditional zoning approval is not approval of any freestanding signs. If a freestanding sign is desired as stated in the written application, a site plan is required prior to application for

any freestanding sign permits. Attached signage for this development must be in accordance with the applicable sign regulations as set forth in Article XIII of the County Zoning Ordinance and that the proper permit(s) must be obtained prior to the installation of any permanent signs on the property. (Note: This conditional approval is not approval of the size, shape, or location of any signs.)

7. The owner/developer is responsible and liable for maintenance and upkeep of this site, to include ensuring that the site is kept free of litter and debris, all grass areas mowed, all buffers/berms and shrubbery kept trim and maintained, so that the site remains in a constant state of being aesthetically and environmentally pleasing.
8. Noise levels shall not exceed 60 dB(A) between the hours of 10:00 pm and 8:00 am. In any event, the noise level, regardless of the time of day, shall not become a nuisance to neighboring properties and strict compliance with the County's Noise Ordinance is required.
9. The conditional zoning and conditional zoning site plan approval is only for a commercial garage to store up to seven vehicles and, in addition, materials business as proposed and depicted on the conditional zoning site plan. Any expansion of the proposed use deemed a substantial modification, change of use, or an additional use being proposed consistent with the permitted uses must have a modification to the conditional zoning applied for and approved by the Board of County Commissioners.

C. Infrastructure and Utilities:

1. If any outdoor lighting is proposed, a lighting plan shall be submitted with the final site plan application. All lighting is required to be directed internally within this development and comply with the provisions of Section 1102 M, Outdoor Lighting, County Zoning Ordinance.
3. For new development, all utilities, except for 25k or greater electrical lines, must be located underground.
4. A septic permit shall be applied for and obtained from the Cumberland County Environmental Health Department. Connection to the public water system shall be required unless the property owner demonstrates that the water utility provide is unable to provide such service. In such case, a well permit must be obtained through the Cumberland County Environmental Health Department.

D. Fire Marshal and Fire Inspections:

1. Developer must ensure fire protection water supply requirements are met in accordance with Section 507 of the 2018 NC Fire Code. Developer is required to provide advanced coordination and contact with the County Fire Marshal Office prior to final site plan submittal as well as during site construction. Submit plans for any permits required in Section 105 of the 2018 Fire Code. All fire department access requirements shall be met in accordance with Section 503 of the 2018 NC Fire Code and demonstrated at the time of final site plan and permit applications, as applicable. Construction plans may be required for review by the Fire Marshal, and the developer is responsible for contacting prior to any development activity, including clearing and grading.
2. At the time of final site plan submission, a turnaround for emergency vehicles shall be depicted. Any gate along the entry driveway shall accommodate access for emergency response agencies, as determined by the Fire Marshal.
3. The driveway must be of a sufficient surface material to withstand the weight of emergency vehicles, 20 feet in width, and ending in a cul-de-sac that is at least 96 feet in diameter.

E. Stormwater and Drainage:

1. For any new development where the developer disturbs or intends to disturb more than one acre of land, the developer must provide the Code Enforcement Section with an approved NC Department of Environmental Quality (NCDEQ) sedimentation and erosion control plan(S&E). If any retention/detention basins are required for state approval of this plan, a formal revision application must be filed with Current Planning for review and approval.
2. New development where the developer will disturb or intends to disturb more than one acre of land is subject to the Post- Construction Stormwater Management Permitting Program (Phase II Stormwater Management Requirements) administered by the Division of Water Quality, North Carolina Department of Environmental Quality. If one acre or more of land is to be disturbed, a copy of the State's *Post-Construction Permit* must be provided to County Code Enforcement prior to the issuance of the Certificate of Occupancy.
3. For any new development, an adequate drainage system must be installed by the developer in accordance with the NC Department of Environmental Quality (NCDEQ) *Manual on Best Management Practices* and all drainage ways must be kept clean of free and debris (Section 2306, D., County Subdivision Ordinance).
4. In the event a stormwater utility structure is required by the NC Department of Environmental Quality (NCDEQ), the owner/developer must demonstrate on the revised plan the placement of a four-foot-high fence with a lockable gate for the security of the stormwater utility structure. The owner/developer is required to maintain the detention/retention basin, keeping it clear of debris and taking measures for the prevention of insect and rodent infestation.

F. Landscaping:

1. The final site plan shall include a detailed landscaping plan addressing the regulatory requirements set forth in section 1102 of the County Zoning Code, including landscaping and tree plantings within the streetscape, yard space, and parking areas.
2. A minimum of three trees shall be planted and maintained in the front yard setback to satisfy the streetscape requirements.
3. If the wood stockade fence abutting the rear yard property line were to be removed or relocated, a vegetative buffer shall be planted to satisfy the requirements of Section 1102.G.

G. Roads/Access/Parking:

1. The developer must obtain a driveway permit from the NC Department of Transportation (NCDOT). A copy of the approved driveway permit must be provided to Code Enforcement at the time of application for building/zoning permits.
2. If any NCDOT permits are required, these permits must be obtained and submitted to the Code Enforcement Division prior to any issuance of a building permit or commencement of any development activity or change in property usage.
3. Access ways or drives within the premises shall be maintained in a dust-free condition through surfacing or such other treatment as may be necessary. Such driveways shall also be maintained to assure safe and expeditious passage of emergency response vehicles.
4. If any external parking spaces are proposed for the proposed development, these parking spaces shall appear on the Final Site Plan adhering to all provisions of Article XII in the County Zoning Ordinance.

H. Development Review Process:

1. A final site plan, to include a detailed lighting plan and landscaping plan, shall be provided to Planning staff with a written transmittal with a brief narrative of the plans provided. These plans shall be consistent with the approved conditional zoning site plan and the conditions of the approved conditional zoning.
2. In the event the requirements or conditions from a State or Federal Agency or utility provider creates an inconsistency with the conditional zoning site plan in any manner, a revised conditional site plan must be submitted to the Current Planning Division for review. Any change determined by the County to represent a substantial change to the conditional zoning site plan, Board of County Commission approval may be required, as shall be determined by the Planning Director.
3. Developer must coordinate with the Current Planning Division prior to making any changes to the conditional zoning site plan. Any changes to the conditional zoning site plan must be reviewed by the Current Planning Division to determine if any change is considered an insubstantial or substantial modification by the Planning Director.

I. Other Conditions:

1. This conditional zoning approval is not to be construed as all-encompassing of the applicable rules, regulations, etc., which must be complied with for any development. Other regulations, such as building, environmental health, and so forth, may govern the specific development. The developer is the responsible party to ensure full compliance with all applicable Federal, State, and local regulations.
2. Any substantial modification made to this approved conditional zoning site plan or conditions of approval, other than those set forth in the above conditions, must be approved by the Board of Commissioners as set forth by Section 506 of the Zoning Ordinance.
3. No clearing or grading shall occur until authorized by the Code Enforcement Manager. Authorized silviculture activities are exempt from this requirement.
4. At the time of building permit application, a bathroom for the garage must be shown on the building plans, unless otherwise determined by the County Building Official.

J. Time Limitation

At the end of two years from the date of approval of this Conditional Zoning by the Board of County Commissioners, the Planning Board may examine progress made to determine if active efforts are proceeding. If the Planning Board determines that active efforts to develop are not proceeding, it may institute proceedings to rezone the property to its previous zoning classification.

Property Owner/Agent Acceptance of Conditions

(Print Name)

(Signature)

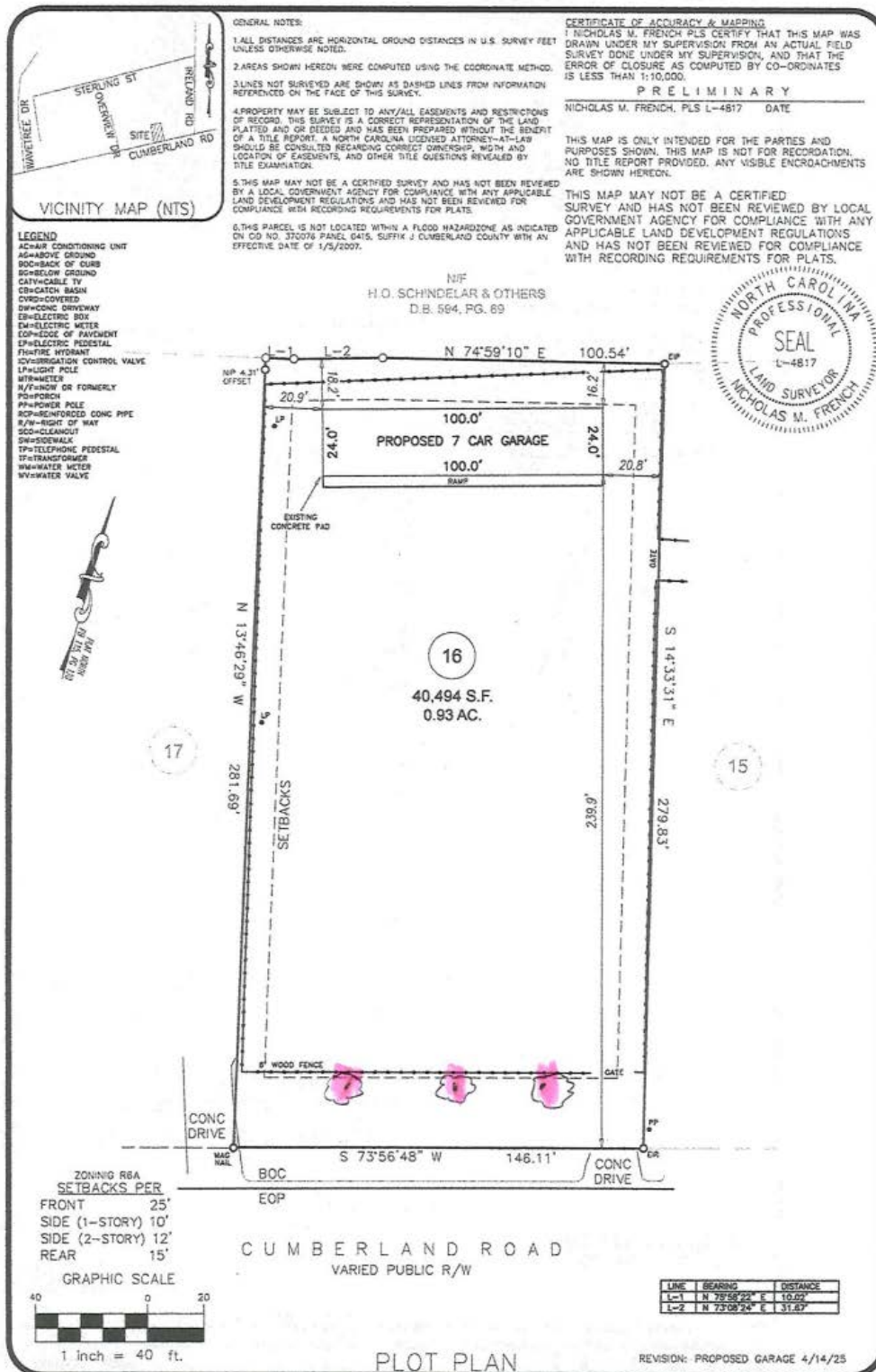
Date

Issued by:

David B. Moon, AICP
Deputy Director of Planning & Inspections

Date

Exhibit "A": Conditional Zoning Site Plan



PROJECT: 3856 CUMBERLAND ROAD
DRAWN BY: VIH
SCALE: 1"=40'

FOR
LYDIA COACHMAN
3856 CUMBERLAND ROAD
LOT 16



3 Trees

ATTACHMENT: MAILING LIST

CARTER, NEPHI VAUGHN
2609 ADEN PL
FAYETTEVILLE, NC 28306

HURT, JOHN MELCHER
4525 STERLING ST
FAYETTEVILLE, NC 28306

SEXTON, ANDREW
PO BOX 25
ST PAULS, NC 28384

THIS IS IT PROPERTIES LLC
4408 TITLEIST DR
FAYETTEVILLE, NC 28312

KINGS OF CUMBERLAND LLC
6353 CAVESON COURT
FAYETTEVILLE, NC 28311

ELLIOTT, PURDIE S III
279 ROBESON ST
SPRING LAKE, NC 28390

MDN RENTALS LLC
4501 STERLING STREET
FAYETTEVILLE, NC 28306

HORTON, ALLEN II TRUSTEE; HORTON, GUADALUPE
701 WEDGEFIELD DR
RAEFORD, NC 28376

GIARRUSSO, ROBERT; GIARRUSSO, AUTUM TOY
2548 PINE SPRINGS DR
FAYETTEVILLE, NC 28306

MDN RENTALS LLC
2014 BRAGG BLVD
FAYETTEVILLE, NC 28303

SEALS, MARCUS C
1738 WELLONS DR
FAYETTEVILLE, NC 28304

MCLAUGHLIN, DAVID E
2605 ADEN PL
FAYETTEVILLE, NC 28306

2033 PROPERTIES, LLC
7114 SW 37TH AVE
PORTLAND, OR 97219

MELEN HAM REVOCABLE TRUST
85-40 BELL BLV
QUEENS VILLAGE, NY 11427

RAY, WAVERLY E; MOORE, LUCY M
1737 E NOTHERN PKWY
BALTIMORE, MD 21239

CASH, RACHEL M
4605 STERLING ST
FAYETTEVILLE, NC 28306

BAUGUS, STEPHEN W; JAMES, W
4502 DOMINION RD
FAYETTEVILLE, NC 28306

PIGFORD, SOLOMAN KING
4600 DOMINION ROAD
FAYETTEVILLE, NC 28306

MORRIS, VONDA H
PO BOX 41854
FAYETTEVILLE, NC 28309

SEXTON, ANDREW
PO BOX 25
SAINT PAULS, NC 28384

FORTE, MYRTLE MAE NICOLE
2549 PINE SPRINGS DR
FAYETTEVILLE, NC 28306

MARTIN, VICTORIA A
3820 CUMBERLAND RD
FAYETTEVILLE, NC 28306

RIVERS, ~~MARY~~; RIVERS, JAY
3836 CUMBERLAND RD
FAYETTEVILLE, NC 28306

VALASCO, JAMES J
3926 CUMBERLAND RD
FAYETTEVILLE, NC 28306

WFH2 JEFFERSON LLC
7427 MATTHEWS MINT HILL RD STE 105
MINT HILL, NC 28227

AFFORDABLE SEAMLESS GUTTERS & HOME IMPR.
2121 MANGO CIR
FAYETTEVILLE, NC 28304

BECERRA, ROCIO GONZALEZ
3917 CUMBERLAND RD
FAYETTEVILLE, NC 28306

BOLANOS MALDONADO PROPERTIES LLC
PO BOX 87109
FAYETTEVILLE, NC 28304

MCNAIR, GWENDOLYN
3442 CORNELL DR
FAYETTEVILLE, NC 28306

ALVARADO, GESENIA
5703 KALAMATA DR
RALEIGH, NC 27603

SEXTON, GERALDINE C
PO BOX 25
ST PAULS, NC 28384

MCGUIRE, GARY DUANE JR
9520 MCDOUGALD RD
BROADWAY, NC 27505

ELLIS, SHAKEELA JAMILLA TAHI
4406 DOMINION ROAD
FAYETTEVILLE, NC 28306

MCNULTY, BENJAMIN
188 LUDLOW ST APT 15C
NEW YORK, NY 10002

CAMPBELL, DEVON
506 ISOMETRIC CT
FAYETTEVILLE, NC 28306

LOCKLEAR, ELIZABETH; ENGLISH, JOYCE
4416 DOMINION ROAD
FAYETTEVILLE, NC 28306

OSBORNE, ROBERT ~~L OSBORNE~~, BARBA
4510 DOMINION RD
FAYETTEVILLE, NC 28306

GARCIA-RAMOS, LUIS A
141 MAPLE CREEK DR
AUGUSTA, GA 30907

THIBODEAUX, JERAMY T; ~~THIBODEAUX~~, YONG U
4506 DOMINION RD
FAYETTEVILLE, NC 28306

HAMOUDI, MUNTHER
4609 STERLING STREET
FAYETTEVILLE, NC 28306

VALASCO, JAMES JUNIOR
3926 CUMBERLAND RD
FAYETTEVILLE, NC 28306

SEXTON, ANDREW
PO BOX 25
ST PAULS, NC 28384

SEXTON, ANDREW
PO BOX 25
SAINT PAULS, NC 28384

JACKSON, RANDY TRUSTEE
1552 TUCKER ST
OAKLAND, CA 94603

SEXTON, ANDREW
PO BOX 25
ST PAULS, NC 28384

PEERLESS INVESTMENTS LLC
PO BOX 71
CLINTON, NC 28329

GUTIERREZ, ROSA; GUTIERREZ, SEGUNDINO
1199 HUNTERS TRL
HOPE MILLS, NC 28348

KIESER, GEOFFREY D; KIESER, ANN S
3835 CUMBERLAND RD
FAYETTEVILLE, NC 28306

LAMPLEY, JUANITA
3887 CUMBERLAND RD
FAYETTEVILLE, NC 28306

RALA, LOIA; RALA, ALEXANDER LEWIS
3849 CUMBERLAND ROAD
FAYETTEVILLE, NC 28306

SWANSON, AUSTIN; SIMONSON, ASHLEY
4410 STERLING ST
FAYETTEVILLE, NC 28306

CORTES, SUEDNA L.
4604 STERLING ST
FAYETTEVILLE, NC 28306

ALEMANY, HENRY
4206 OAK LOOP
MULBERRY, FL 33860

BETHUNE, ~~GEORGE BETHUNE~~, CARLINE
4608 DOMINION RD
FAYETTEVILLE, NC 28306

SMITH, CURTIS H
4414 BLUE BUSH DR
FAYETTEVILLE, NC 28312

NORTHROP, BRUCE A; NORTHROP, SU O
4513 DOMINION RD
FAYETTEVILLE, NC 28306

VALASCO, JAMES J
3926 CUMBERLAND RD
FAYETTEVILLE, NC 28306

WATERS, ~~EMERSON WATERS~~, BLENDIA
1210 REBECCA BAILEY DR APT 903
CHARLOTTE, NC 28262

RAUSCHER, HEATHER; RAUSCHER, MORRIS
4522 STERLING STREET
FAYETTEVILLE, NC 28306

BRANDON, CELESTE D
414 DUNMORE RD
FAYETTEVILLE, NC 28303

HURT, JOHN MELCHER; HURT, SANDRA TEW
4525 STERLING ST
FAYETTEVILLE, NC 28306

DOOLEY, ESPARZA; DOOLEY, CARL ERNEST
3872 CUMBERLAND ROAD
FAYETTEVILLE, NC 28306

MASSENBURG, JAMES L
4421 DOMINION RD
FAYETTEVILLE, NC 28306

NIYI PROPERTIES LLC
4405 IVORY CT
FAYETTEVILLE, NC 28311

HERNANDEZ, JOSE
1615 INVERNESS DR
FAYETTEVILLE, NC 28304

RHYASEN, THOMAS; POPOVA, ANNA E
2560 PINE SPRINGS DRIVE
FAYETTEVILLE, NC 28306

RAY, LATASHA L
2608 KEATS PL
FAYETTEVILLE, NC 28306

ANDERSON, MARY JO
511 ARGYLL RD
FAYETTEVILLE, NC 28303

THORNTON, LAWRENCE W
3630 CUMBERLAND RD
FAYETTEVILLE, NC 28306

BAKER, LUKE RYAN
4512 DOMINION ROAD
FAYETTEVILLE, NC 28306

VALASCO, JAMES J
3926 CUMBERLAND RD
FAYETTEVILLE, NC 28306

WFH2 JEFFERSON LLC
7427 MATTHEWS MINT HILL RD STE 105
MINT HILL, NC 28227

CASH, RACHEL M
4605 STERLING ST
FAYETTEVILLE, NC 28306

CHOWANIOK, MIROSLAV
4495 ROOSEVELT BLV #304-176
JACKSONVILLE, FL 32210

BRITT, CATHERINE YOUNG
4526 STERLING ST
FAYETTEVILLE, NC 28306

FRAYMOND, LUCIO
4424 DOMINION RD
FAYETTEVILLE, NC 28306

MILDRUM, MICHAEL L
4523 STERLING ST
FAYETTEVILLE, NC 28306

SEXTON, ANDREW
PO BOX 25
SAINT PAULS, NC 28384

FLIRTY WALK INVESTMENTS LLC
190 SW BROAD ST UNIT 1243
SOUTHERN PINES, NC 28388

GIDDENS, RANDY
3119 EASTBURN RD
CHARLOTTE, NC 28210

LESSANE, LEZLIE
425 HORSESHOE RD
FAYETTEVILLE, NC 28303

NANTES, ERIC; NANTES, LESLIE C BOSWELL
PO BOX 58171
FAYETTEVILLE, NC 28305

TYSON, TONY LEE; TYSON, MARSHA
1889 WILMINGTON HWY
FAYETTEVILLE, NC 28306

ENOCHS WALK PROPERTIES LLC
PO BOX 322
HOPE MILLS, NC 28348

BOLANOS MALDONADO PROPERTIES LLC
PO BOX 87109
FAYETTEVILLE, NC 28304

MCLEAN, FREDDIE J
PO BOX 58375
FAYETTEVILLE, NC 28305

CHESTNUTT, WAYNE
2121 MANGO CIR
FAYETTEVILLE, NC 28304

RIVERS, JAY H; RIVERS, MARY W
3836 CUMBERLAND RD
FAYETTEVILLE, NC 28306

CASTELLANOS, EDIN RAUL
4736 LOBELIA RD
VASS, NC 28394

THORNTON, LAWRENCE W
3630 CUMBERLAND RD
FAYETTEVILLE, NC 28306

SEXTON, ANDREW
PO BOX 25
ST PAULS, NC 28384

ATTACHMENT: APPLICATION



County of Cumberland

Planning & Inspections Department

APPLICATION FOR CONDITIONAL ZONING DISTRICT REZONING REQUEST CUMBERLAND COUNTY ZONING ORDINANCE

CASE #: _____

PLANNING BOARD
MEETING DATE: _____

DATE APPLICATION
SUBMITTED: _____

RECEIPT #: _____

RECEIVED BY: _____

Upon receipt of this application (petition), the Planning and Inspections Staff will present to the Planning Board the application at a hearing. In accordance with state law and board's policy, a notice of the hearing will be mailed to the owners of the adjacent and surrounding properties, which may be affected by the proposed Conditional Zoning. In addition, a sign will be posted on the property.

The Planning Board will make a recommendation to the Cumberland County Board of Commissioners concerning the request. The Board of Commissioners will schedule a public hearing and issue a final decision on the matter. Generally, the Commissioners will hold the public hearing four weeks following the Planning Board meeting. The Conditional Zoning District is not effective until the request is heard and approval granted by the Board of Commissioners.

The following items are to be submitted with the completed application:

1. A copy of the recorded deed and/or plat,
2. If a portion of an existing tract is/are being submitted for rezoning, an accurate written legal description of only the area to be considered;
3. A copy of a detailed site plan drawn to an engineering scale, showing the location of all buildings, yard dimensions, driveways, fencing, lighting parking areas, landscaping, and all other pertinent data to the case; and
4. A check made payable to the "Cumberland County" in the amount of \$_____ (See County Fee Schedule)

NOTE: Any revisions, inaccuracies or errors to the application or site plan may cause the case to be delayed and will be scheduled for the next available Board meeting according to the Board's meeting schedule. Also, the application fee is *nonrefundable*.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application or preparation of the site plan. For questions call (910)678-7603 or (910) 678-7602. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, as hereinafter requested, the following facts are submitted:

1. Applicant/Agent Wayne Chestnut
2. Address: 2121 Mango Cir Zip Code 28304
3. Telephone: (Home) (666) 910 257-3720
4. Location of Property: 3856 Cumberland Rd 28306
5. Parcel Identification Number (PIN #) of subject property: 0415-79-3772
(also known as Tax ID Number or Property Tax ID)
6. Acreage: 1 Frontage: 146 FT Depth: 281 FT
7. Water Provider: PWC Septage Provider: PWC
8. Deed Book 12094, Page(s) 751, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Empty Lot
10. Proposed use(s) of the property: Vehicle Storage

NOTE: Be specific and list all intended uses.

11. Do you own any property adjacent to, including across the street from, the property being submitted for rezoning? Yes ☒ No ☐
12. Has a violation been issued on this property? Yes ☒ No ☐
13. It is requested that the foregoing property be rezoned FROM: C1P / R6A
TO: (Select one)

- ☒ Conditional Zoning District, with an underlying zoning district of C2P
(Article V)
☐ Mixed Use District/Conditional Zoning District (Article VI)
☐ Planned Neighborhood District/Conditional Zoning District (Article VII)
☐ Density Development/Conditional Zoning District, at the _____ Density
(Article VIII)

APPLICATION FOR
CONDITIONAL ZONING

1. PROPOSED USE(S):

- A. List the use(s) proposed for the Conditional Zoning. (Use of the underlying district will be restricted only to the use(s) specified in this application if approved.)

Vehicle Storage in Garage

- B. Density: List the amount of acreage that will be residential, commercial, and/or open space, and the number of lots and/or dwelling units proposed, and the square footage of the non-residential units.

1 Acreage Commercial Use

2. DIMENSIONAL REQUIREMENTS:

- A. Reference either the dimensional requirements of the district, Sec. 1104 or list the proposed setbacks.

C2P Front Yard Set Back 50 ft.

Side Yard Setback 30 ft.

Rear Yard Setback 30 ft.

- B. Off-street parking and loading, Sec. 1202 & 1203: List the number of spaces, type of surfacing material and any other pertinent information.

None only Vehicle Storage

3. SIGN REQUIREMENTS:

No Signs

Reference the district sign regulations proposed from Article XIII.

4. LANDSCAPE AND BUFFER REQUIREMENTS:

- A. For all new non-residential and mixed use development abutting a public street, indicate the number and type of large or small ornamental trees used in the streetscape, yard space, and/or parking areas, plus the number and type of shrubs. (Sec. 1102N). **NOTE: All required landscaping must be included on the site plan.**

*Property is fenced in
will follow all landscaping provision.*

- B. Indicate the type of buffering and approximate location, width and setback from the property lines. (Sec. 1102G). **NOTE: All required buffers must be included on the site plan.**

Property is Fenced in

5. MISCELLANEOUS:

List any information not set forth above, such as the days and hours of the operation, number of employees, exterior lighting, noise, odor and smoke, emission controls, etc.

Vehicles Stored and Picked up as needed.

6. SITE PLAN REQUIREMENTS:

The application must include a site plan drawn to the specifications of Sec. 1402. If the proposed uses involve development subject to the County Subdivision Ordinance, the site plan required may be general in nature, showing a generalized street pattern, if applicable, and the location of proposed uses. If the proposed uses include development not subject to the Subdivision Ordinance, the site plan must be of sufficient detail to allow the Planning and Inspections Staff, Planning Board and County Commissioners to analyze the proposed uses and arrangement of uses on the site. It also must include the footprints of all buildings (proposed and existing), the proposed number of stories, location and number of off-street parking and loading spaces, proposed points of access to existing streets and internal circulation patterns. In addition, the location of all proposed buffers and fences and landscaping shall be included on the site plan.

7. STATEMENT OF ACKNOWLEDGMENT:

It is understood by the undersigned that the official zoning map, as originally adopted and subsequently amended, is presumed to be appropriate to the property involved and that the burden of proof for a zoning amendment (rezoning) rest with the petitioner.

It is the responsibility of the petitioner (personally or by agent) to submit to the Planning and Inspections Department a valid request within a complete application.

I further understand I must voluntarily agree to all ordinance related conditions prior to the first hearing on the case or any disagreement may be cause for an unfavorable recommendation. The undersigned hereby acknowledge that the Planning and Inspections Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Wayne Chestnutt
NAME OF OWNER(S) (PRINT OR TYPE)

2121 Mango Cir Fayetteville NC 28304
ADDRESS OF OWNER(S)

Seamlessgutters1@yahoo.com
E-MAIL

cell 910-257-3720
HOME TELEPHONE WORK TELEPHONE

Wayne Chestnutt
SIGNATURE OF OWNER(S) SIGNATURE OF OWNER(S)

Lydia Coachman Lydia Coachman
NAME OF AGENT, ATTORNEY, APPLICANT (by assign) (PRINT OR TYPE)

Same as above
ADDRESS OF AGENT, ATTORNEY, APPLICANT

910-988-1742
HOME TELEPHONE WORK TELEPHONE cell

E-MAIL ADDRESS FAX NUMBER

Lydia Coachman
SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

ATTACHMENT: APPLICANT AGREEMENT TO CONDITIONS OF APPROVAL

From: Wayne Chestnutt <seamlessgutters1@yahoo.com>
Sent: Tuesday, May 13, 2025 10:16 AM
To: David Moon
Cc: Timothy Doersam
Subject: Re: Cumberland County Zoning Request - Required Action from Applicant - Seamless Gutters

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

Yes we agree with conditions.

[Yahoo Mail: Search, Organize, Conquer](#)

On Mon, May 12, 2025 at 9:24 AM, David Moon
<dmoon@cumberlandcountync.gov> wrote:

Mr. Chestnut:

Attached is the staff report and conditions of approval for your rezoning request. NC General Statutes requires a property owner to agree to the conditions of approval for any conditional zoning request. Please review the conditions of approval within the attached Staff Report and respond to Tim Doersam and me that you agree or do not agree with the conditions by no later than Wednesday morning, May 14.

For the Joint Planning Board meeting, all we need is an email from you stating that you agree to the conditions. After the Board of County Commissioners meeting, you will need to sign the condition of approval that we provide to you after the Joint Planning Board meeting.

If you do not agree to the conditions, you need to call Tim Doersam today or tomorrow morning to discuss conditions that are not acceptable to you. Currently, staff is recommending to approve the rezoning request. However, if we cannot come to agreement to the conditions, staff may have to revise its decision and recommend to deny.

If you have any questions, please call Tim Doersam at 910-678-7558.

ORDER DETAILS**PREVIEW FOR AD NUMBER LWLM03059990**

Order Number: LWLM0305999
Order Status: Submitted
Classification: Govt Public Notices
Package: General Package
Total payment: 284.31
Payment Type: Account Billed
User ID: L0012804
External User ID: 744350

ACCOUNT INFORMATION

Cumberland County Planning & Inspections
130 Gillespie ST AMANDA OZANICH
Fayetteville, NC 28301-5669
910-678-7600
aozanich@cumberlandcountync.gov
Cumberland County Planning & I
Contract ID:

TRANSACTION REPORT

Date May 27, 2025 1:39:22
PM EDT
Amount: 284.31

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM03059990

June 2, 2025
Fayetteville Observer
June 9, 2025
Fayetteville Observer

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on June 16, 2025 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-25-0008: Rezoning from C1(P) Planned Local Bus. Dist. And R6A Res. Dist. to C2(P)/CZ Planned Service and Retail Dist. Cond. Zon. or to a more restrictive zoning dist.; 0.93 +/- ac.; 3856 Cumberland Rd; Lydia Coachman & Wayne Chestnutt (Applicant); Affordable Seamless Gutters & Home Improvement Fayetteville, LLC (Owners).

ZON-25-0010: Rezoning from A1 Ag. Dist. to R40 Res. Dist. or to a more restrictive zoning dist.; 16.6 +/- ac.; east of Rock Hill Rd and north of Rocky River Rd; Timothy Evans (Agent); Gallberry Run Land & Development, LLC and Nicholas Harrell (Owners).

ZON-25-0013: Rezoning from A1 Ag. Dist. to R30 Res. Dist. or to a more restrictive zoning dist.; 3.45 +/- ac.; north of Huckleberry Rd. and east of White Plains Dr.; Timothy Evans (Agent); Gallberry Run Land & Development, LLC and Nicholas Harrell (Owners).

ZON-25-0016: Rezoning from RR Rural Res. Dist. & R10 Res. Dist. to C(P) Planned Com. Dist. or to a more

restrictive zoning dist.; 4.3
+/- ac.; 2428, 2450, & 2468
Lillington Hwy; Gregory
Spears and Gabriel Sital
(Owners).
June 2, 9 2025
LWLM0305999

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PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING & INSPECTIONS

DATE: 6/3/2025

SUBJECT: CASE # ZON-25-0010

BACKGROUND

ZON-25-0010: Rezoning from A1 Agricultural District to R40 Residential District or to a more restrictive zoning district for a parcel comprising 16.6 +/- acres; located east of Rock Hill Road and north of Rocky River Road; submitted by Timothy Evans (Agent); Gallberry Run Land & Development, LLC and Nicholas Harrell (Owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Meeting Date: May 20, 2025

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to R40 Residential District at their May 20, 2025, meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40 Residential District. Staff finds that the request is consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-25-0010, I move to approve the rezoning request from A1 Agricultural District to R40 Residential District. The Board finds that the request is consistent with the Eastover Area Land Use Plan which calls for “Rural Density Residential” at this location. The request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-25-0010, I move to deny the rezoning request from A1 Agricultural District to R40 Residential District. The Board finds that the request is not consistent with the Eastover Area Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description

ZON-25-0010

Type

Backup Material



Cumberland County Joint Planning Board

June 3, 2025

MEMO TO: Cumberland County Board of Commissioners

FROM: Rawls Howard, Director of Planning & Inspections

SUBJECT: **ZON-25-0010:** Rezoning from A1 Agricultural District to R40 Residential District or to a more restrictive zoning district for a parcel comprising 16.6 +/- acres; located east of Rock Hill Road and north of Rocky River Road; submitted by Timothy Evans (Agent); Gallberry Run Land & Development, LLC and Nicholas Harrell (Owners).

ACTION: The Planning Board recommended approval of the rezoning request from A1 Agricultural District to R40 Residential District at their May 20, 2025, meeting for the reasons stated and as fully reflected in the meeting minutes which are incorporated herein by reference.

MINUTES OF MAY 20, 2025

In Case ZON-25-0010, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40 Residential District. Staff finds that the request is consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Vishva Rathod, Planner III, was introduced as the presenter for the case. Ms. Rathod delivered a presentation detailing the case and, in conclusion, invited the Board to ask questions.

Mr. Charles VanSant signed up to speak in opposition to the rezoning request. Mr. VanSant expressed concerns regarding the rezoning request, citing increased traffic, environmental impacts, and excessive tree clearing that diminishes noise buffering and exacerbates soil erosion. He also noted a significant rise in trash accumulation and highlighted that the current 55 mph speed limit has become hazardous due to growing traffic.

Mr. Lloyd inquired whether Mr. VanSant had participated in the 2018 update of the Future Land Use Plan, which now calls for increased density in the area. He emphasized the importance of community involvement, noting that the Planning Board bases zoning decisions on this framework. Mr. VanSant confirmed that he had not attended any of the community engagement sessions during the plan's update.



Cumberland County Joint Planning Board

Mr. Llyod asked for any other speakers.

Mr. Tim Evans spoke in favor of the rezoning. He stated that he had engaged with the neighboring community, including Mr. VanSant, regarding the proposal. Initially requesting an R40 zoning instead of the neighboring R30, Mr. Evans emphasized his commitment to maintaining a substantial tree buffer. His development plans include \$400-\$500K homes on 1-acre lots, with a 25-foot tree buffer per lot and a 40-50-foot perimeter buffer to preserve the area's character.

Mr. Llyod closed the public meeting.

Mr. Crumpler expressed his inclination to support the staff recommendation. He noted that the property is a beautiful piece of land and aligns with what the community has advocated for during the last Land Use Plan update.

Mrs. Lynd, who works for the NC Department of Transportation, acknowledged the current traffic issues pertaining to the I-95 project nearby and attributing them to ongoing construction and traffic rerouting. She assured Mr. VanSant that traffic should decrease once construction is completed.

Mr. Lloyd re-emphasized the importance of community participation in land use planning processes and called for a motion.

In Case ZON-25-0010, Mr. Crumpler made a motion, seconded by Mr. Walters, to approve the rezoning request from A1 Agricultural District to R40 Residential District. The board finds that the request is consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. The board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

REQUEST

Rezoning A1 to R40

Applicant requests a rezoning from A1 Agricultural District to R40 Residential District for approximately 16.88 +/- acres located east of the intersection of Rock Hill Rd. and Rocky River Rd and west of Interstate 95. The parcel is currently undeveloped woodlands. The intent of the property owner is to develop the property for residential use.

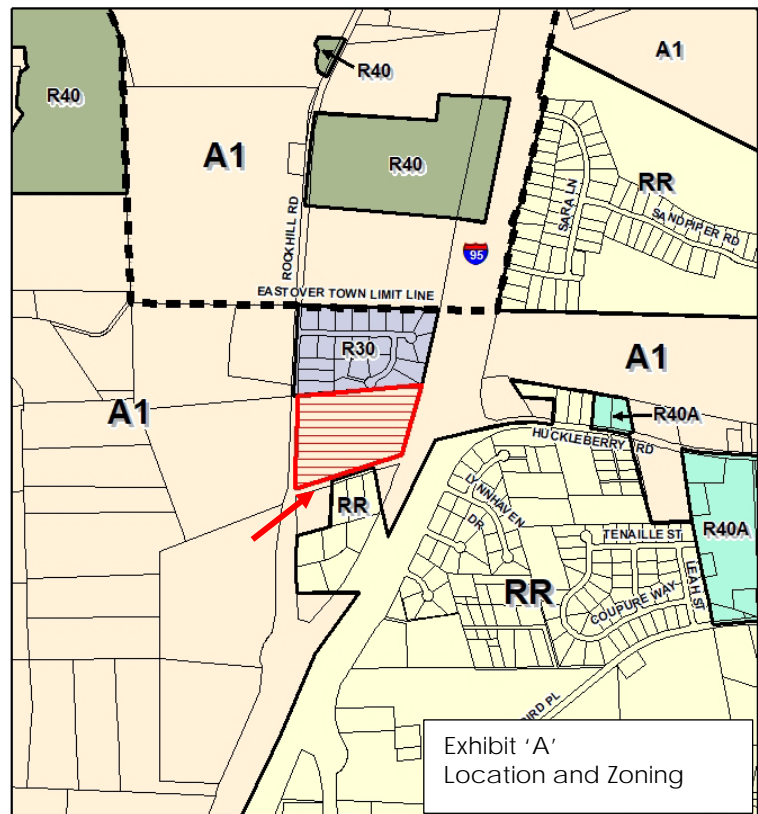
PROPERTY INFORMATION

OWNER/APPLICANT: Timothy Evans (Agent); Galberry Run Land & Development, LLC and Nicholas Harrell (Owners)

ADDRESS/LOCATION: Refer to Exhibit "A", Location and Zoning Map. REID number: portion of 0467169907000.

SIZE: The parcel contains approximately 16.88 acres. Road frontage along Rock Hill Road is 790 feet. The property is approximately 1,408 feet in length at its deepest point.

EXISTING ZONING: The subject property is currently zoned A1 Agricultural District. This district is designed to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents.

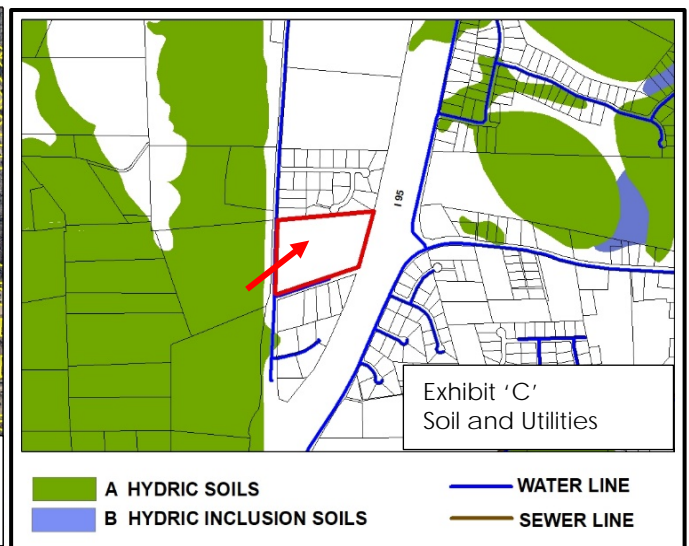
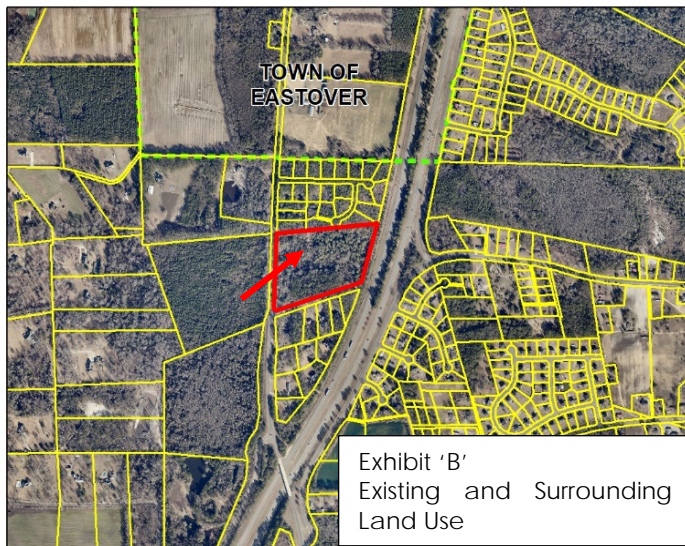


EXISTING LAND USE: The subject parcel is currently undeveloped woodlands. Exhibit "B" shows the existing use of the subject property.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Single family residential lots (Rock Hill Manor Sub.)
- **East:** Interstate 95
- **West:** Rock Hill Rd; Wooded lands
- **South:** Rocky River Rd; Single family residential lots (Rock Hill Estates)

OTHER SITE CHARACTERISTICS: The site is not located in a Watershed Protection Area or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates no presence of hydric soils and hydric inclusion soils at the property.

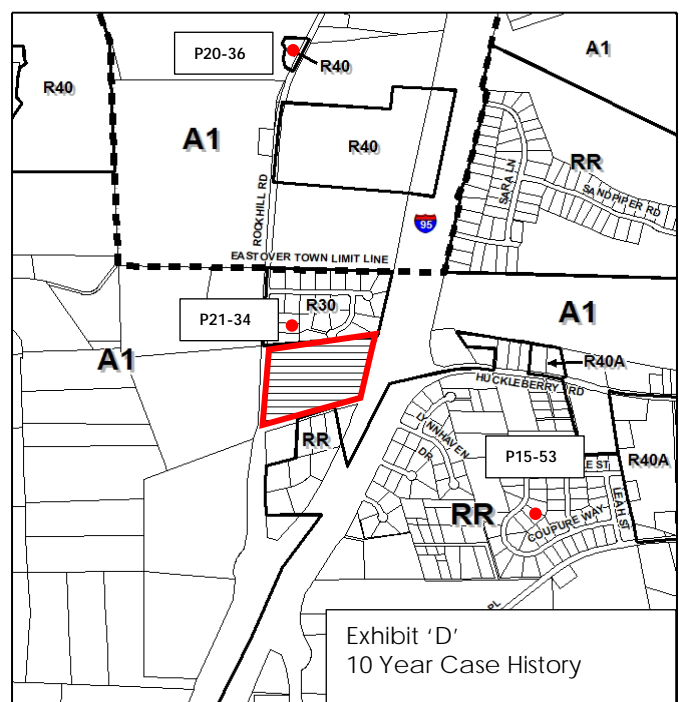


TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes three rezoning cases occurring within the past ten years near the subject property:

P15-53: A1 & RR to RR; Approved by County
P20-36: A1 to R40; Approved by Town of Eastover
P21-34: A1 to R30; Approved by County

DEVELOPMENT REVIEW: Should the request be approved, the property owner intends to submit a preliminary subdivision plan and plat to subdivide the parcel for residential use. Any subdivision must be consistent with County Subdivision and Zoning Ordinances.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	R40 (Proposed)
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet	15 feet
Rear Yard Setback	50 feet	35 feet
Lot Area	2 acres	40,000 square feet
Lot Width	100 feet	100 feet

DEVELOPMENT POTENTIAL:

Existing Zoning (A1)	Proposed Zoning (R40)
8 dwelling units	18 dwelling units

- Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

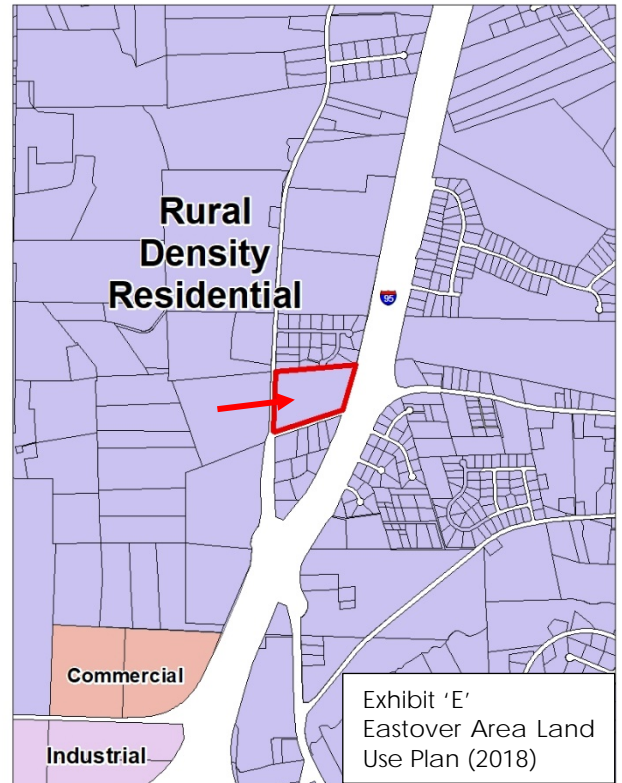
COMPREHENSIVE PLANS:

This property is located in the Eastover Area Land Use Plan (2018). The future land use classification of the property is "Rural Density Residential". The associated zoning districts for Rural Density Residential are RR, R20, R20A, R30, R30A, R40, and R40A.

The proposed rezoning request is consistent with the future land use plan.

FUTURE LAND USE CLASSIFICATION Development Goals, Notes, and Objectives:

- "Provide for a full range of housing types with adequate infrastructure throughout that is in harmony with the surrounding areas and accommodates the future needs of the residents while maintaining the character of the area" (Eastover Area Land Use Plan 2018, p. 49).
- "Use development techniques that preserve the rural character of the area" (Eastover Area Land Use Plan 2018, p. 49).
- "Encourage more than one means of ingress/egress in new residential subdivisions and connectivity to existing subdivisions" (Eastover Area Land Use Plan 2018, p. 49).
- "Provide an attractive living environment that enhances the overall aesthetics of the area" (Eastover Area Land Use Plan 2018, p. 50).



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: An Eastover Sanitary District (ESD) water line is available next to the subject property as shown in Exhibit "C". Sewer lines are not currently near the site. On-site septic systems will likely be required and the lot size must meet the minimum area necessary to accommodate.

TRAFFIC: According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), the subject property sits on Rock Hill Road and is identified as a minor arterial in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned and the subject property will have no significant impact on the Transportation Improvement Program. In addition, Rock Hill Road has a 2021 AADT of 1,600 and a road capacity of 14,100. Due to lack of data and the proposed small-scale development, the new zoning request does not demand a trip generation study. The new development should not generate enough traffic to significantly impact Rock Hill Road.

SCHOOLS CAPACITY/ENROLLMENT:

School	Enrollment	Capacity
Armstrong Elementary	442	441
Mac Williams Middle	1190	1164
Cape Fear High	1510	1476

ECONOMIC DEVELOPMENT: Fayetteville-Cumberland County Economic Development Corporation has reviewed the request and had no objection to the proposed request.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and has no objections to the rezoning request.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS: This site is not located within any special district or overlay district.

Special Districts			
Fayetteville Regional Airport Overlay:	<input type="checkbox"/>	Averasboro Battlefield Corridor:	<input type="checkbox"/>
Five Mile Distance of Fort Bragg:	<input type="checkbox"/>	Eastover Commercial Core Overlay District:	<input type="checkbox"/>
Voluntary Agricultural District (VAD):	<input type="checkbox"/>	Spring Lake Main Street Overlay District:	<input type="checkbox"/>
VAD Half Mile Buffer:	<input type="checkbox"/>	Coliseum Tourism Overlay District:	<input type="checkbox"/>

CONDITIONS OF APPROVAL: This is a conventional zoning and there are no conditions proposed at this time.

STAFF RECOMMENDATION

In Case ZON-25-0010, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to R40 Residential District. Staff finds that the request is consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

- Attachments:
- Notification Mailing List
 - Application
 - Deed of Ownership
 - Property Legal Description

ATTACHMENT – MAILING LIST

LEONARD, SHELDON;BENNER,
KERRIE
14 TEAL LANE
NOBLEBORO, ME 04555

GRAHAM, FREDERICK E
84 LEWIS ST
BRIDGEPORT, CT 06605

GRAHAM, LEWIS
84 LEWIS ST
BRIDGEPORT, CT 06605

GRAHAM, LOUIS E
84 LEWIS ST
BRIDGEPORT, CT 06605

VONNETTA GRAHAM LIVING TRUST
435 N FULTON AVE
MT VERNON, NY 10552

VONNETTA GRAHAM LIVING TRUST
435 N FULTON AVE
MT VERNON, NY 10552

VONNETTA GRAHAM LIVING TRUST
435 N FULTON AVE
MT VERNON, NY 10552

GRAHAM, DAN
3 FLOYD CIR
MIDDLETOWN, DE 19709

WILLIAMS, JAMES MCNEILL
1309 QUINCY COTTAGE
RDHILLSBOROUGH, NC 27278

GRAHAM, DELDRID MAURICE
1860 BRIDGER ST
FAYETTEVILLE, NC 28301

GRAHAM, DELDRID; GRAHAM, DARLENE
1860 BRIDGER ST
FAYETTEVILLE, NC 28301

MURPHY, VERNELL W
1870 GOLA DR
FAYETTEVILLE, NC 28301

SEWARD, JELAN
413 STONECROP DR
FAYETTEVILLE, NC 28301

BAGOT, ESTHER;VICKERIE, TEXROY SR
3817 HUCKLEBERRY RD
FAYETTEVILLE, NC 28301

WALKER, HOMER
PO BOX 133
FAYETTEVILLE, NC 28302

STRICKLAND, BETTY
HPO BOX 2273
FAYETTEVILLE, NC 28302

STRICKLAND, BETTY
HPO BOX 2273
FAYETTEVILLE, NC 28302

STRICKLAND, BETTY H
PO BOX 2273
FAYETTEVILLE, NC 28302

AGS LAND LLC
PO BOX 53798
FAYETTEVILLE, NC 28305

BROWN, ERIN H
PO BOX 64902
FAYETTEVILLE, NC 28306

PAGE, RONNIE LEE
2908 BIRMINGHAM DR
FAYETTEVILLE, NC 28306

LEE HYUNDAI INC
PO BOX 42007
FAYETTEVILLE, NC 28309

GHEE, CAROL
216 PUDDINGSTONE
DRIVEFAYETTEVILLE, NC 28311

HYE, RHONDA SPENCER
3219 LYNNHAVEN DR
FAYETTEVILLE, NC 28312

JOHNSON, BRENDA S
1146 WHITE PLAINS DR
FAYETTEVILLE, NC 28312

GLOVER, WOODROW;GLOVER, JOYCE
3310 SYMPHONY CT
FAYETTEVILLE, NC 28312

BLACK, KENNETH ALAN
1220 WHITE PLAINS DR
FAYETTEVILLE, NC 28312

JOHNSON, PHIL R;JOHNSON,
BARBARA 3274 ROCKY RIVER RD
FAYETTEVILLE, NC 28312

HAYES, TONY P;HAYES, MARY M
1066 BUCKLAND DR
FAYETTEVILLE, NC 28312

GOODWIN, WILLIAM;GOULET-GOODWIN,
KAREN
3319 SYMPHONY COURT
FAYETTEVILLE, NC 28312

SIMPSON, MEKESA; SIMPSON,
DARRYL
3760 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

SIMPSON, MEKESA; SIMPSON,
DARRYL
3760 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

ELLIOTT, JANICE
3915 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

GONZALES, ADRIAN SR;GONZALES, PHILOMENA
3233 LYNNHAVEN DR
FAYETTEVILLE, NC 28312

ELLIOTT, LARRIE LEE
4469 MCNEILL RD
FAYETTEVILLE, NC 28312

RAY, SONNY B; RAY, JESSICA LUSKY
3781 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

GODIN, TONY;GODIN, LISA
3227 LYNNHAVEN DR
IVEFAYETTEVILLE, NC 28312

SHOEMAKER, RICKY; SHOEMAKER,
BRENDA
3311 SYMPHONY CT
FAYETTEVILLE, NC 28312

ODEH, HANI A;ODEH, SALUA
3238 LYNNHAVEN DR
FAYETTEVILLE, NC 28312

MICHAEL, CHRYSTLE
3329 MERCEDES DRIVE
FAYETTEVILLE, NC 28312

HARRIS, MARK; HARRIS, BRIGITTA
1473 ROCK HILL RD
EASTOVER, NC 28312

ALEXANDER, BENJAMIN; ALEXANDER, CONSTANCE
3315 MERCEDES DR
FAYETTEVILLE, NC 28312

HAIRE, LINCOLN MICHAEL; HAIRE,
DONNA
3216 LYNNHAVEN DR
FAYETTEVILLE, NC 28312

LANDRY, NICHOLAS; WILLIAMS, MARIAH
913 LOG CABIN RD
FAYETTEVILLE, NC 28312

ELLIOTT, BOBBY LIN;ELLIOTT, THERESA DIANE
3916 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

BOWERS, BRIAN S
3209 LYNNHAVEN DR
FAYETTEVILLE, NC 28312

RIVERA, CARLOS M. JR.
3232 LYNNHAVEN DR
FAYETTEVILLE, NC 28312

LEMASTER, JAMES A;LEMASTER, LINDA M
884 BROAD MUSKEG RD
FAYETTEVILLE, NC 28312

MARTIN, MARYANN
3246 ROCKY RIVER RD
FAYETTEVILLE, NC 28312

BANKS, GEROME;BANKS, KARINA
1300 ROCK HILL RD
FAYETTEVILLE, NC 28312

PARKS, YVONNE
3314 MERCEDES DR
FAYETTEVILLE, NC 28312

SCHULTZ, TINA
420 STONECROP DR
FAYETTEVILLE, NC 28312

WALDRUP, TROY;WALDRUP,
KIMBERLY
3771 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

MCLEAN, HARVEY M;MCLEAN,
KYONG
3310 WISHING LN
FAYETTEVILLE, NC 28312

RAY, SONNY B;RAY, JESSICA LUSKY
3781 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

FISHER, JOYCE
1542 ROCK HILL RD
EASTOVER, NC 28312

BABEL, ETHAN
3215 LYNNHAVEN DR
FAYETTEVILLE, NC 28312

RAMSEY, LILITH;HESSION, MICHAEL
3226 LYNNHAVEN DRIVE
FAYETTEVILLE, NC 28312

JOHNSON, PHIL; JOHNSON, BARBARA
J
3274 ROCKY RIVER RD
FAYETTEVILLE, NC 28312

BANKS, GEROME;BANKS, KARINA
1300 ROCK HILL RD
FAYETTEVILLE, NC 28312

TURNER, JUSTIN; TURNER, MOANA
RENEE
3223 LYNNHAVEN DR
FAYETTEVILLE, NC 28312

DUNCAN, JONATHAN
3318 SYMPHONY CT
FAYETTEVILLE, NC 28312

LOCK, CHRISTY R
745 THREEWOOD DR
FAYETTEVILLE, NC 28312

WELLS, GENE BROWN; WELLS, SHARON
BACHELOR
3213 ELMS THORPE RD
FAYETTEVILLE, NC 28312

PARKS, YVONNE
3314 MERCEDES DR
FAYETTEVILLE, NC 28312

ELLIOTT, LARRIE LEE
4469 MCNEILL RD
FAYETTEVILLE, NC 28312

MCLEAN, WILLIAM DALE; MCLEAN, KIM
WILLIAMS
1222 ROCK HILL
FAYETTEVILLE, NC 28312

WHITE, CLARENCE; WHITE, NOREEN
3315 SYMPHONY CT
FAYETTEVILLE, NC 28312

MCLAURIN, DAVID E JR
3755 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

PELUSO, DELPHINA J
3305 SYMPHONY CT
FAYETTEVILLE, NC 28312

EVERHART, GERAN
409 STONECROP DR
FAYETTEVILLE, NC 28312

PILCHER, EUGENE; PILCHER,
KAREN
1210 WHITE PLAINS DR
FAYETTEVILLE, NC 28312

AULTMAN, CALVIN; AULTMAN, CHRISTY
3605 TENAILLE ST
FAYETTEVILLE, NC 28312

BELSHE, JACE; BELSHE, ALLISON M
3504 COUPURE WAY
FAYETTEVILLE, NC 28312

HEDGEPEETH, JACK JR
3508 COUPURE WAY
FAYETTEVILLE, NC 28312

BENNETT, LOU RAYMOND
3254 ROCKY RIVER RD
FAYETTEVILLE, NC 28312

HAFLING, CHASE TYLER
3759 HUCKLEBERRY ROAD
FAYETTEVILLE, NC 28312

JOHNSON, MILDRED M
1242 ROCK HILL RD
FAYETTEVILLE, NC 28312

MCLUCAS, MILDRED F HEIRS
3805 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

SIMPSON, MEKESA; SIMPSON,
DARRYL
3760 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

QUANT, NELSON A; QUANT,
ESPERANZA
3314 SYMPHONY CT
FAYETTEVILLE, NC 28312

WILLIAMS, E MCCRAIN; WILLIAMS, MICHELLE
3208 ELMS THORPE DR
FAYETTEVILLE, NC 28312

THOMAS, DELBERT LEE II
3603 CLINTON RD
FAYETTEVILLE, NC 28312

MCGIFFERT, RANDOLPH
804 SARA LN
FAYETTEVILLE, NC 28312

AKE, TIMOTHY R; AKE, LAURI W; KLAPP,
MICHAEL
3304 SYMPHONY
COURT FAYETTEVILLE, NC 28312

THOMPSON, RODERICK ONEAL
3313 WISHING LANE
FAYETTEVILLE, NC 28312

BROWNE, FONDA E
1025 OAKSTONE DR
FAYETTEVILLE, NC 28314

BROWNE, FONDA EARLENE
1025 OAKSTONE DR
FAYETTEVILLE, NC 28314

GAINEY, SYEDA M; GAINEY, LEWIS D
577 BROYHILL RD
FAYETTEVILLE, NC 28314

GRAHAM, ERROL C
852 HOLLOW BRIDGE RD
AUTRYVILLE, NC 28318

GRAHAM, VERONICA
PO BOX 24
WADE, NC 28395

CLANTON, CLIFFORD NEIL
4310 SOUTH RIVER SCHOOL RD
WADE, NC 28395

WELD, LOUIS MACKALL TRUSTEE
709 SPLENDID MEADOWS WAY
SPARTANBURG, SC 29307

WATKINS, MIKE W
820 WITHERSPOON CT
MCDONOUGH, GA 30253

DREAM FINDERS HOMES LLC
14701 PHILIPS HWY STE 300
JACKSONVILLE, FL 32256

ATTACHMENT – APPLICATION



County of Cumberland
Planning & Inspections Department

CASE #: _____

PLANNING BOARD
MEETING DATE: _____

DATE APPLICATION
SUBMITTED: _____

RECEIPT #: _____

RECEIVED BY: _____

**APPLICATION FOR
REZONING REQUEST
CUMBERLAND COUNTY ZONING ORDINANCE**

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$ 550.00.
(See attached Fee Schedule).

Rezoning Procedure:

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from A-1 to R-40
2. Address of Property to be Rezoned: Rock Hill Rd & Rock River Rd.
3. Location of Property: Eastover (Rock Hill Rd)
Huckleberry
4. Parcel Identification Number (PIN #) of subject property: 0467-16-9907
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 20 Frontage: _____ Depth: _____
6. Water Provider: Well: _____ PWC: _____ Other (name): Eastover Sanitary Dist.
7. Septage Provider: Septic Tank Sept. Tank's PWC _____
8. Deed Book 10249, Page(s) 54, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: undeveloped (wooded)
10. Proposed use(s) of the property: St. U. built homes
11. Do you own any property adjacent to or across the street from this property?
Yes ☒ No _____ If yes, where? Rock Hill Rd
12. Has a violation been issued on this property? Yes _____ No ☒

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Mary Parker

NAME OF OWNER(S) (PRINT OR TYPE)

1309 Driny Cottage Rd

ADDRESS OF OWNER(S)

Hillsboro, NC 27278

HOME TELEPHONE #

919-741-0378

WORK TELEPHONE #

Tim Evans / Galloway Run, Land & Development

NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

2680 Armethe Estate Pl. Fa, N.C. 28300

ADDRESS OF AGENT, ATTORNEY, APPLICANT

tim@longletproperties.com

E-MAIL

HOME TELEPHONE #

910-273-5010

WORK TELEPHONE #

[Signature]

SIGNATURE OF OWNER(S)

[Signature]

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

[Signature]

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

ATTACHMENT – DEED OF OWNERSHIP

BK 12215 PG 0043

FILED ELECTRONICALLY
CUMBERLAND COUNTY NC
ANDRA S. BREWINGTON

FILED Apr 21, 2025
AT 01:18:43 PM
BOOK 12215
START PAGE 0043
END PAGE 0047
INSTRUMENT # 11350
RECORDING \$26.00
EXCISE TAX \$850.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax \$ 850.00

P&L File # 8049-12

Parcel Identifier No.: 0467-16-9907

This instrument prepared by: Parker C. Lee, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

Return to: Person & Lee, PLLC

Brief Description for the Index: 17 acres Rocky River Road

THIS DEED made this April 21, 2025 by and between:

GRANTOR	GRANTEE
MARY JEANETTE WILLIAMS PARKER ANNA MCPHAIL WILLIAMS COMPTON Mailing Address: 373 Norman Farm Rd. Summerfield, NC 27388	GALLBERRY RUN LAND AND Development, LLC, a North Carolina limited liability company and NICHOLAS S. HARRELL Mailing Address: 3187 Gainey Road Fayetteville, NC 28306 Property Address: Pin: 0467-16-9907 Rocky River Road Stedman, NC 28391

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in or near the City of Stedman, tnbd Township, Cumberland County, North Carolina and more particularly described as follows:

See Exhibit A Attached

The property hereinabove described was acquired by instrument recorded in Book 10249, Page 554, Cumberland County, North Carolina, Registry.

submitted electronically by "Person & Lee PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Cumberland County Register of Deeds.

A map showing the above described property is recorded in Plat Book , Page , Cumberland County, North Carolina, Registry.

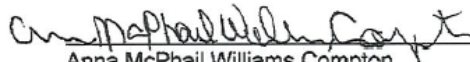
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions: ad valorem taxes for the current year, restrictive covenants, utility easements, permits, and rights of way as the same may appear of record

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal effective the day and year first above written.

If initialed, the property includes the primary residence of at least one of the Grantors. (NC GS § 105-317.2) _____


Mary Jeanette Williams. Parker (SEAL)

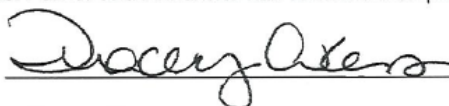

Anna McPhail Williams. Compton (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day and I have personal knowledge of the identity of the principal(s) or have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: Mary Jeanette Williams. Parker and Anna McPhail Williams. Compton

Date: April 21, 2025



Tracey Akers

Printed Name of Notary Public

My Commission Expires: 10/18/25



ATTACHMENT – LEGAL DESCRIPTION

BK 12215 PG 0045

LEGAL DESCRIPTION

Lying and being in Eastover Township, Cumberland County North Carolina, and being a portion of the lands conveyed to James McNeill Williams by deed recorded in Deed Book 10249 Page 873, Cumberland Count Registry, and being bounded on the north by Rock Hill Manor Subdivision (MB 151 PG 86), on the east by Interstate 95, on the south by Rocky River Road and on the west by Rock Hill Road, and being more particularly described as follows;

Beginning at an existing iron rod found in the east right of way line of Rock Hill Road, said iron rod being the southwest corner of Lot 23, Rock Hill Manor as shown on Map Book 151 Page 86, also said iron rod being located North 84 degrees 51 minutes 28 seconds East 30.14 feet from an existing PK nail found in the centerline of Rock Hill Road, and runs;

THENCE North 84 degrees 56 minutes 05 seconds East for a distance of 322.67 feet, a common line with Lot 23, to an existing iron rod;

THENCE North 84 degrees 53 minutes 10 seconds East for a distance of 331.97 feet, a common line with Lot 13, to an existing iron rod;

THENCE North 84 degrees 55 minutes 25 seconds East for a distance of 453.0 feet, to an existing iron rod found in the west right of way line of Interstate 95;

THENCE South 15 degrees 43 minutes 15 seconds West for a distance of 247.24 feet, with the west right of way line of Interstate 95, to an existing concrete right of way monument;

THENCE South 15 degrees 17 minutes 15 seconds West for a distance of 404.22 feet, continuing with said right of way line, to a new iron rebar set near an existing concreted right of way monument where the north right of way line of Rocky River Road intersects the west right of way of Interstate 95;

THENCE South 72 degrees 08 minutes 45 seconds West for a distance of 1007.91 feet, as the north right of way line of Rocky River Road, to a stake located where the said north right of way line of Rocky River Road intersects the east right of way line of Rock Hill Road;

THENCE North 02 degrees 01 minutes 10 seconds East for a distance of 839.29 feet, as the east right of way line of Rock Hill Road, to the point of BEGINNING.

Together with and subject to easements, right of ways and restrictions that may appear on record.

Said property contains 16.88 acres more or less.

ORDER DETAILS**PREVIEW FOR AD NUMBER LWLM03059990**

Order Number: LWLM0305999
Order Status: Submitted
Classification: Govt Public Notices
Package: General Package
Total payment: 284.31
Payment Type: Account Billed
User ID: L0012804
External User ID: 744350

ACCOUNT INFORMATION

Cumberland County Planning & Inspections
130 Gillespie ST AMANDA OZANICH
Fayetteville, NC 28301-5669
910-678-7600
aozanich@cumberlandcountync.gov
Cumberland County Planning & I
Contract ID:

TRANSACTION REPORT

Date May 27, 2025 1:39:22
PM EDT
Amount: 284.31

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM03059990

June 2, 2025
Fayetteville Observer
June 9, 2025
Fayetteville Observer

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on June 16, 2025 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-25-0008: Rezoning from C1(P) Planned Local Bus. Dist. And R6A Res. Dist. to C2(P)/CZ Planned Service and Retail Dist. Cond. Zon. or to a more restrictive zoning dist.; 0.93 +/- ac.; 3856 Cumberland Rd; Lydia Coachman & Wayne Chestnutt (Applicant); Affordable Seamless Gutters & Home Improvement Fayetteville, LLC (Owners).

ZON-25-0010: Rezoning from A1 Ag. Dist. to R40 Res. Dist. or to a more restrictive zoning dist.; 16.6 +/- ac.; east of Rock Hill Rd and north of Rocky River Rd; Timothy Evans (Agent); Gallberry Run Land & Development, LLC and Nicholas Harrell (Owners).

ZON-25-0013: Rezoning from A1 Ag. Dist. to R30 Res. Dist. or to a more restrictive zoning dist.; 3.45 +/- ac.; north of Huckleberry Rd. and east of White Plains Dr.; Timothy Evans (Agent); Gallberry Run Land & Development, LLC and Nicholas Harrell (Owners).

ZON-25-0016: Rezoning from RR Rural Res. Dist. & R10 Res. Dist. to C(P) Planned Com. Dist. or to a more

restrictive zoning dist.; 4.3
+/- ac.; 2428, 2450, & 2468
Lillington Hwy; Gregory
Spears and Gabriel Sital
(Owners).
June 2, 9 2025
LWLM0305999

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PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING & INSPECTIONS

DATE: 6/3/2025

SUBJECT: CASE # ZON-25-0013

BACKGROUND

ZON-25-0013: Rezoning from A1 Agricultural District to R30 Residential District or to a more restrictive zoning district for a parcel comprising 3.45 +/- acres; located north of Huckleberry Rd and east of White Plains Dr.; submitted by Timothy Evans (Agent); Gallberry Run Land & Development, LLC and Nicholas Harrell (Owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Meeting Date: May 20, 2025

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to R30 Residential District at their May 20, 2025, meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R30 Residential District. Staff finds that the request is consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-25-0013, I move to approve the rezoning request from A1 Agricultural District to R30 Residential District. The Board finds that the request is consistent with the Eastover Area Land Use Plan which calls for “Rural Density Residential” at this location. The request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-25-0013, I move to deny the rezoning request from A1 Agricultural District to R30 Residential District. The Board finds that the request is not consistent with the Eastover Area Land Use Plan. The request is not reasonable or in the public interest because_____.

ATTACHMENTS:

Description

ZON-25-0013

Type

Backup Material



Cumberland County Joint Planning Board

June 3, 2025

MEMO TO: Cumberland County Board of Commissioners

FROM: Rawls Howard, Director of Planning & Inspections

SUBJECT: **ZON-25-0013:** Rezoning from A1 Agricultural District to R30 Residential District or to a more restrictive zoning district for a parcel comprising 3.45 +/- acres; located north of Huckleberry Rd and east of White Plains Dr.; submitted by Timothy Evans (Agent); Gallberry Run Land & Development, LLC and Nicholas Harrell (Owners).

ACTION: The Planning Board recommended approval of the rezoning request from A1 Agricultural District to R30 Residential District at their May 20, 2025, meeting for the reasons stated and as fully reflected in the meeting minutes which are incorporated herein by reference.

MINUTES OF MAY 20, 2025

In Case ZON-25-0013, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R30 Residential District. Staff finds that the request is consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-25-0013, Mrs. Lynd made a motion, seconded by Mr. Crumpler, to approve the rezoning request from A1 Agricultural District to R30 Residential District. The board finds that the request is consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. The board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

REQUEST

Rezoning A1 to R30

Applicant requests a rezoning from A1 Agricultural District to R30 Residential District for approximately 3.45 acres located northeast of the intersection of White Plains Dr. and Huckleberry Rd. and East of Interstate 95. The parcel is currently undeveloped woodlands. The intent of the property owner is to develop the property for residential use.

PROPERTY INFORMATION

OWNER/APPLICANT: Tim Evans (Agent);
Gallberry Run Land & Development, LLC and
Nicholas Harrell (Owners)

ADDRESS/LOCATION: Refer to Exhibit "A",
Location and Zoning Map. REID number: portion
of 0467169907000.

SIZE: The parcel contains approximately 3.45
acres. Road front along White Plains Dr. is approx.
400 feet. The road frontage along Huckleberry
Rd. is approx. 395 feet. The property is
approximately 430 feet in length at its deepest
point.

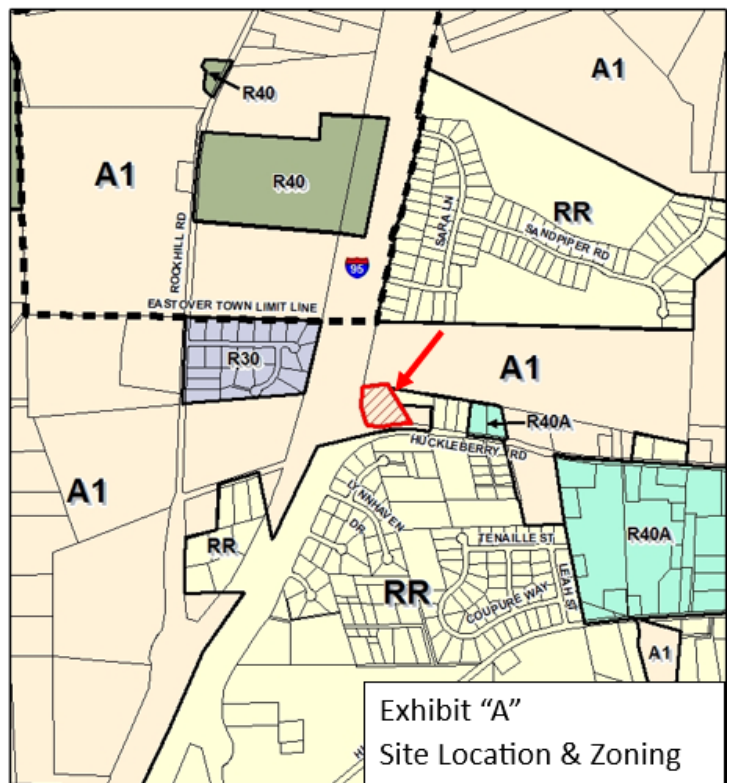
EXISTING ZONING: The subject property is
currently zoned A1 Agricultural District. This
district is designed to promote and protect
agricultural lands, including woodland, within
the County. The general intent of the district is to
permit all agricultural uses to exist free from most
private urban development except for large lot,
single-family development. Some public and/or
semi-public uses as well as a limited list of
convenient commercial uses are permitted to
ensure essential services for the residents.

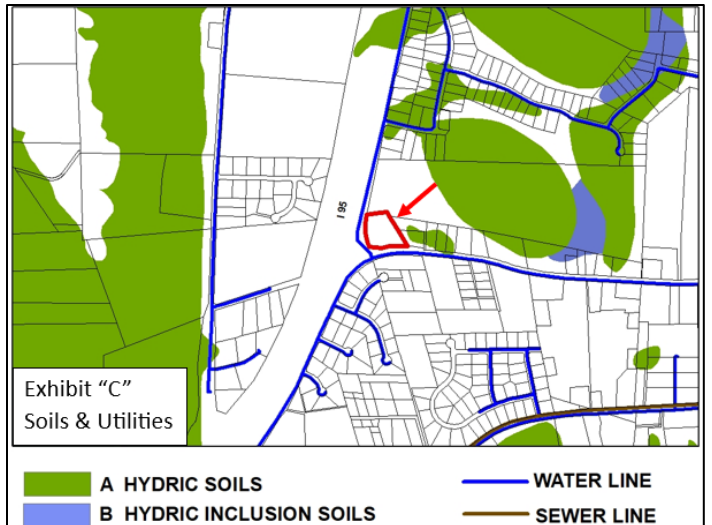
EXISTING LAND USE: The subject parcel is currently undeveloped woodlands. Exhibit "B" shows the existing use of the subject property.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Wooded lands and single-family residential lots (Eastover Village)
- **East:** Single-family residential lots
- **West:** Interstate 95
- **South:** Wooded lands and single-family residential lots (Lynnhaven)

OTHER SITE CHARACTERISTICS: The site is not located in a Watershed Protection Area nor within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates no presence of hydric soils and hydric inclusion soils at the property.



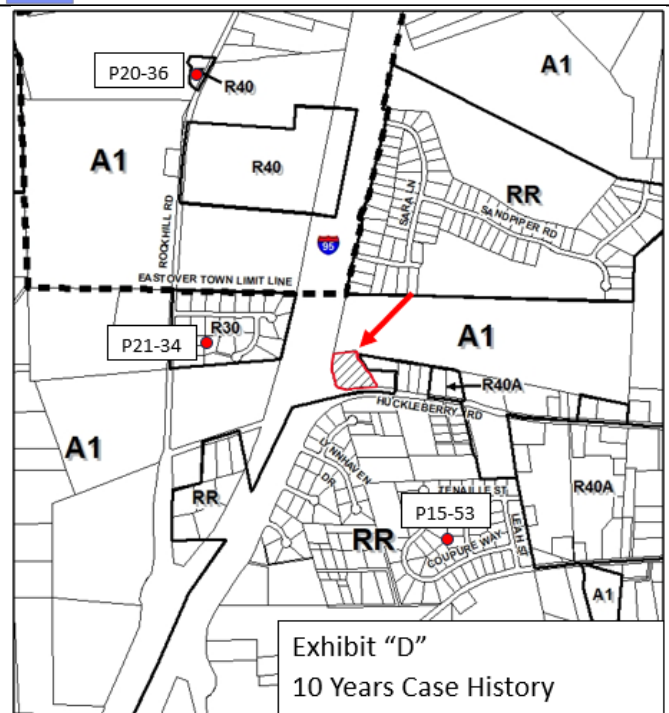


TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes three rezoning cases occurring within the past ten years near the subject property:

P15-53: A1 & RR to RR; Approved by County
P20-36: A1 to R40; Approved by Town of Eastover
P21-34: A1 to R30; Approved by County

DEVELOPMENT REVIEW: Should the request be approved, the property owner intends to submit a preliminary subdivision plan and plat to subdivide the parcel for residential use. Any subdivision must be consistent with County Subdivision and Zoning Ordinances.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	R30 (Proposed)
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet	15 feet
Rear Yard Setback	50 feet	35 feet
Lot Area	2 acres	30,000 square feet
Lot Width	100 feet	100 feet

DEVELOPMENT POTENTIAL:

Existing Zoning (A1)	Proposed Zoning (R30)
1 dwelling unit	5 dwelling units

- Lot count may be rounded up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

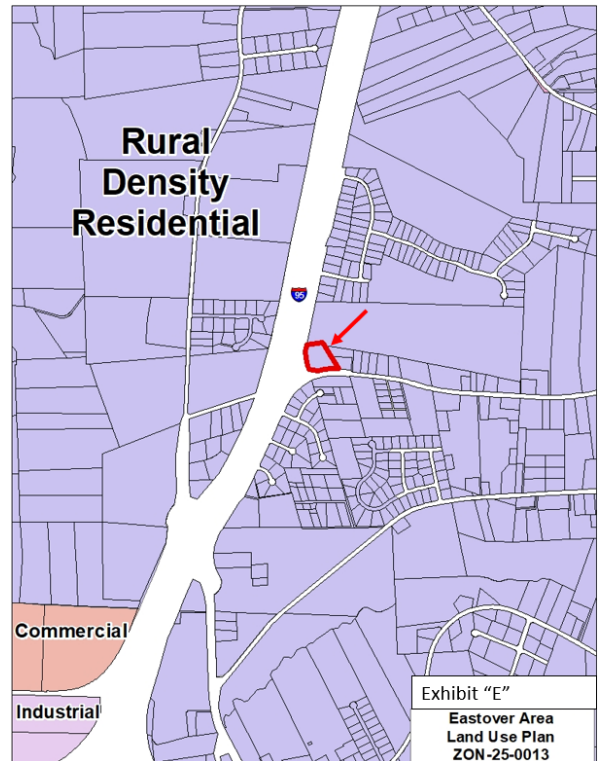
COMPREHENSIVE PLANS:

This property is located in the Eastover Area Land Use Plan (2018). The future land use classification of the property is "Rural Density Residential". The associated zoning districts for "Rural Density Residential" are RR, R20, R20A, R30, R30A, R40, and R40A.

The proposed rezoning request is consistent with the future land use plan.

FUTURE LAND USE CLASSIFICATION Development Goals, Notes, and Objectives:

- "Provide for a full range of housing types with adequate infrastructure throughout that is in harmony with the surrounding areas and accommodates the future needs of the residents while maintaining the character of the area" (Eastover Area Land Use Plan 2018, p. 49).
- "Use development techniques that preserve the rural character of the area" (Eastover Area Land Use Plan 2018, p. 49).
- "Encourage more than one means of ingress/egress in new residential subdivisions and connectivity to existing subdivisions" (Eastover Area Land Use Plan 2018, p. 49).
- "Provide an attractive living environment that enhances the overall aesthetics of the area" (Eastover Area Land Use Plan 2018, p. 50).



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: An Eastover Sanitary District (ESD) water line is available next to the subject property as shown in Exhibit "C". Sewer lines are not currently near the site. On-site septic systems will likely be required, and the lot size must meet the minimum area necessary to accommodate.

TRAFFIC: According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), the subject property sits at the intersection of Huckleberry Road and White Plains Dr. Both are identified as local roads in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned and the subject property will have no significant impact on the Transportation Improvement Program. In addition, Huckleberry Road and White Plains Drive have no 2021 AADT or road capacity data available. Due to lack of data and the proposed small-scale development, the new zoning request does not demand a trip generation study. The new development should not generate enough traffic to significantly impact Huckleberry Road and White Plains Drive.

SCHOOLS CAPACITY/ENROLLMENT:

School	Enrollment	Capacity
Armstrong Elementary	442	441
Mac Williams Middle	1190	1164
Cape Fear High	1510	1476

ECONOMIC DEVELOPMENT: Fayetteville-Cumberland County Economic Development Corporation has reviewed the request and had no objection to the proposed request.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and has no objections to the rezoning request.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS: This site is not located within any special district or overlay district.

Special Districts			
Fayetteville Regional Airport Overlay:	<input type="checkbox"/>	Averasboro Battlefield Corridor:	<input type="checkbox"/>
Five Mile Distance of Fort Bragg:	<input type="checkbox"/>	Eastover Commercial Core Overlay District:	<input type="checkbox"/>
Voluntary Agricultural District (VAD):	<input type="checkbox"/>	Spring Lake Main Street Overlay District:	<input type="checkbox"/>
VAD Half Mile Buffer:	<input type="checkbox"/>	Coliseum Tourism Overlay District:	<input type="checkbox"/>

CONDITIONS OF APPROVAL: This is a conventional rezoning. There are no conditions proposed at this time.

STAFF RECOMMENDATION

In Case ZON-25-0013, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to R30 Residential District. Staff finds that the request is consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

- Attachments:
Notification Mailing List
Application
Deed of Ownership
Legal Description

ATTACHMENT – MAILING LIST

LEONARD, SHELDON;BENNER,
KERRIE
14 TEAL LANE
NOBLEBORO, ME 04555

GRAHAM, FREDERICK E
84 LEWIS ST
BRIDGEPORT, CT 06605

GRAHAM, LEWIS
84 LEWIS ST
BRIDGEPORT, CT 06605

GRAHAM, LOUIS E
84 LEWIS ST
BRIDGEPORT, CT 06605

VONNETTA GRAHAM LIVING TRUST
435 N FULTON AVE
MT VERNON, NY 10552

VONNETTA GRAHAM LIVING TRUST
435 N FULTON AVE
MT VERNON, NY 10552

VONNETTA GRAHAM LIVING TRUST
435 N FULTON AVE
MT VERNON, NY 10552

GRAHAM, DAN
3 FLOYD CIR
MIDDLETOWN, DE 19709

WILLIAMS, JAMES MCNEILL
1309 QUINCY COTTAGE
RDHILLSBOROUGH, NC 27278

GRAHAM, DELDRID MAURICE
1860 BRIDGER ST
FAYETTEVILLE, NC 28301

GRAHAM, DELDRID; GRAHAM, DARLENE
1860 BRIDGER ST
FAYETTEVILLE, NC 28301

MURPHY, VERNELL W
1870 GOLA DR
FAYETTEVILLE, NC 28301

SEWARD, JELAN
413 STONECROP DR
FAYETTEVILLE, NC 28301

BAGOT, ESTHER;VICKERIE, TEXROY SR
3817 HUCKLEBERRY RD
FAYETTEVILLE, NC 28301

WALKER, HOMER
PO BOX 133
FAYETTEVILLE, NC 28302

STRICKLAND, BETTY
HPO BOX 2273
FAYETTEVILLE, NC 28302

STRICKLAND, BETTY
HPO BOX 2273
FAYETTEVILLE, NC 28302

STRICKLAND, BETTY H
PO BOX 2273
FAYETTEVILLE, NC 28302

AGS LAND LLC
PO BOX 53798
FAYETTEVILLE, NC 28305

BROWN, ERIN H
PO BOX 64902
FAYETTEVILLE, NC 28306

PAGE, RONNIE LEE
2908 BIRMINGHAM DR
FAYETTEVILLE, NC 28306

LEE HYUNDAI INC
PO BOX 42007
FAYETTEVILLE, NC 28309

GHEE, CAROL
216 PUDDINGSTONE
DRIVEFAYETTEVILLE, NC 28311

HYE, RHONDA SPENCER
3219 LYNNHAVEN DR
FAYETTEVILLE, NC 28312

JOHNSON, BRENDA S
1146 WHITE PLAINS DR
FAYETTEVILLE, NC 28312

GLOVER, WOODROW;GLOVER, JOYCE
3310 SYMPHONY CT
FAYETTEVILLE, NC 28312

BLACK, KENNETH ALAN
1220 WHITE PLAINS DR
FAYETTEVILLE, NC 28312

JOHNSON, PHIL R;JOHNSON,
BARBARA 3274 ROCKY RIVER RD
FAYETTEVILLE, NC 28312

HAYES, TONY P;HAYES, MARY M
1066 BUCKLAND DR
FAYETTEVILLE, NC 28312

GOODWIN, WILLIAM;GOULET-GOODWIN,
KAREN
3319 SYMPHONY COURT
FAYETTEVILLE, NC 28312

SIMPSON, MEKESA; SIMPSON,
DARRYL
3760 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

SIMPSON, MEKESA; SIMPSON,
DARRYL
3760 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

ELLIOTT, JANICE
3915 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

GONZALES, ADRIAN SR;GONZALES, PHILOMENA
3233 LYNNHAVEN DR
FAYETTEVILLE, NC 28312

ELLIOTT, LARRIE LEE
4469 MCNEILL RD
FAYETTEVILLE, NC 28312

RAY, SONNY B; RAY, JESSICA LUSKY
3781 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

GODIN, TONY;GODIN, LISA
3227 LYNNHAVEN DR
IVEFAYETTEVILLE, NC 28312

SHOEMAKER, RICKY; SHOEMAKER,
BRENDA
3311 SYMPHONY CT
FAYETTEVILLE, NC 28312

ODEH, HANI A;ODEH, SALUA
3238 LYNNHAVEN DR
FAYETTEVILLE, NC 28312

MICHAEL, CHRYSTLE
3329 MERCEDES DRIVE
FAYETTEVILLE, NC 28312

HARRIS, MARK; HARRIS, BRIGITTA
1473 ROCK HILL RD
EASTOVER, NC 28312

ALEXANDER, BENJAMIN; ALEXANDER, CONSTANCE
3315 MERCEDES DR
FAYETTEVILLE, NC 28312

HAIRE, LINCOLN MICHAEL; HAIRE,
DONNA
3216 LYNNHAVEN DR
FAYETTEVILLE, NC 28312

LANDRY, NICHOLAS; WILLIAMS, MARIAH
913 LOG CABIN RD
FAYETTEVILLE, NC 28312

ELLIOTT, BOBBY LIN;ELLIOTT, THERESA DIANE
3916 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

BOWERS, BRIAN S
3209 LYNNHAVEN DR
FAYETTEVILLE, NC 28312

RIVERA, CARLOS M. JR.
3232 LYNNHAVEN DR
FAYETTEVILLE, NC 28312

LEMASTER, JAMES A;LEMASTER, LINDA M
884 BROAD MUSKEG RD
FAYETTEVILLE, NC 28312

MARTIN, MARYANN
3246 ROCKY RIVER RD
FAYETTEVILLE, NC 28312

BANKS, GEROME;BANKS, KARINA
1300 ROCK HILL RD
FAYETTEVILLE, NC 28312

PARKS, YVONNE
3314 MERCEDES DR
FAYETTEVILLE, NC 28312

SCHULTZ, TINA
420 STONECROP DR
FAYETTEVILLE, NC 28312

WALDRUP, TROY;WALDRUP,
KIMBERLY
3771 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

MCLEAN, HARVEY M;MCLEAN,
KYONG
3310 WISHING LN
FAYETTEVILLE, NC 28312

RAY, SONNY B;RAY, JESSICA LUSKY
3781 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

FISHER, JOYCE
1542 ROCK HILL RD
EASTOVER, NC 28312

BABEL, ETHAN
3215 LYNNHAVEN DR
FAYETTEVILLE, NC 28312

RAMSEY, LILITH;HESSION, MICHAEL
3226 LYNNHAVEN DRIVE
FAYETTEVILLE, NC 28312

JOHNSON, PHIL; JOHNSON, BARBARA
J
3274 ROCKY RIVER RD
FAYETTEVILLE, NC 28312

BANKS, GEROME;BANKS, KARINA
1300 ROCK HILL RD
FAYETTEVILLE, NC 28312

TURNER, JUSTIN; TURNER, MOANA
RENEE
3223 LYNNHAVEN DR
FAYETTEVILLE, NC 28312

DUNCAN, JONATHAN
3318 SYMPHONY CT
FAYETTEVILLE, NC 28312

LOCK, CHRISTY R
745 THREEWOOD DR
FAYETTEVILLE, NC 28312

WELLS, GENE BROWN; WELLS, SHARON
BACHELOR
3213 ELMS THORPE RD
FAYETTEVILLE, NC 28312

PARKS, YVONNE
3314 MERCEDES DR
FAYETTEVILLE, NC 28312

ELLIOTT, LARRIE LEE
4469 MCNEILL RD
FAYETTEVILLE, NC 28312

MCLEAN, WILLIAM DALE; MCLEAN, KIM
WILLIAMS
1222 ROCK HILL
FAYETTEVILLE, NC 28312

WHITE, CLARENCE; WHITE, NOREEN
3315 SYMPHONY CT
FAYETTEVILLE, NC 28312

MCLAURIN, DAVID E JR
3755 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

PELUSO, DELPHINA J
3305 SYMPHONY CT
FAYETTEVILLE, NC 28312

EVERHART, GERAN
409 STONECROP DR
FAYETTEVILLE, NC 28312

PILCHER, EUGENE; PILCHER,
KAREN
1210 WHITE PLAINS DR
FAYETTEVILLE, NC 28312

AULTMAN, CALVIN; AULTMAN, CHRISTY
3605 TENAILLE ST
FAYETTEVILLE, NC 28312

BELSHE, JACE; BELSHE, ALLISON M
3504 COUPURE WAY
FAYETTEVILLE, NC 28312

HEDGEPEETH, JACK JR
3508 COUPURE WAY
FAYETTEVILLE, NC 28312

BENNETT, LOU RAYMOND
3254 ROCKY RIVER RD
FAYETTEVILLE, NC 28312

HAFLING, CHASE TYLER
3759 HUCKLEBERRY ROAD
FAYETTEVILLE, NC 28312

JOHNSON, MILDRED M
1242 ROCK HILL RD
FAYETTEVILLE, NC 28312

MCLUCAS, MILDRED F HEIRS
3805 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

SIMPSON, MEKESA; SIMPSON,
DARRYL
3760 HUCKLEBERRY RD
FAYETTEVILLE, NC 28312

QUANT, NELSON A; QUANT,
ESPERANZA
3314 SYMPHONY CT
FAYETTEVILLE, NC 28312

WILLIAMS, E MCCRAIN; WILLIAMS, MICHELLE
3208 ELMS THORPE DR
FAYETTEVILLE, NC 28312

THOMAS, DELBERT LEE II
3603 CLINTON RD
FAYETTEVILLE, NC 28312

MCGIFFERT, RANDOLPH
804 SARA LN
FAYETTEVILLE, NC 28312

AKE, TIMOTHY R; AKE, LAURI W; KLAPP,
MICHAEL
3304 SYMPHONY
COURT FAYETTEVILLE, NC 28312

THOMPSON, RODERICK ONEAL
3313 WISHING LANE
FAYETTEVILLE, NC 28312

BROWNE, FONDA E
1025 OAKSTONE DR
FAYETTEVILLE, NC 28314

BROWNE, FONDA EARLENE
1025 OAKSTONE DR
FAYETTEVILLE, NC 28314

GAINEY, SYEDA M; GAINEY, LEWIS D
577 BROYHILL RD
FAYETTEVILLE, NC 28314

GRAHAM, ERROL C
852 HOLLOW BRIDGE RD
AUTRYVILLE, NC 28318

GRAHAM, VERONICA
PO BOX 24
WADE, NC 28395

CLANTON, CLIFFORD NEIL
4310 SOUTH RIVER SCHOOL RD
WADE, NC 28395

WELD, LOUIS MACKALL TRUSTEE
709 SPLENDID MEADOWS WAY
SPARTANBURG, SC 29307

WATKINS, MIKE W
820 WITHERSPOON CT
MCDONOUGH, GA 30253

DREAM FINDERS HOMES LLC
14701 PHILIPS HWY STE 300
JACKSONVILLE, FL 32256

ATTACHMENT – APPLICATION



County of Cumberland
Planning & Inspections Department

CASE #: _____

PLANNING BOARD
MEETING DATE: _____

DATE APPLICATION
SUBMITTED: _____

RECEIPT #: _____

RECEIVED BY: _____

**APPLICATION FOR
REZONING REQUEST
CUMBERLAND COUNTY ZONING ORDINANCE**

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$ 550.00.
(See attached Fee Schedule).

Rezoning Procedure:

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from A-1 to R-30 TBE
2. Address of Property to be Rezoned: Rock Hill Rd & Rock River Rd.
3. Location of Property: Eastover (Rock Hill Rd)
Houck Berry
4. Parcel Identification Number (PIN #) of subject property: 0467-16-9907
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 2.9 acres Frontage: _____ Depth: _____
6. Water Provider: Well: _____ PWC: _____ Other (name): Eastover Dist.
7. Septage Provider: Septic Tank Sept. Tanks PWC _____
8. Deed Book 10249, Page(s) 54, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: undeveloped (wooded)
10. Proposed use(s) of the property: 5 or 6 unit homes
11. Do you own any property adjacent to or across the street from this property?
Yes ☒ No ☐ If yes, where? Rock Hill Rd
12. Has a violation been issued on this property? Yes ☐ No ☒

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Mary Porter

NAME OF OWNER(S) (PRINT OR TYPE)

1309 Osiny Cottage Rd

ADDRESS OF OWNER(S)

Hillsboro, N.C. 27278

HOME TELEPHONE #

919-741-0378

WORK TELEPHONE #

Tim Evans / Gallberry Run, Land & Development

NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

2680 Arnette Estate Pl. N.C. 28306

ADDRESS OF AGENT, ATTORNEY, APPLICANT

tim@longleproperties.com

E-MAIL

HOME TELEPHONE #

910-273-5016

WORK TELEPHONE #

[Signature]

SIGNATURE OF OWNER(S)

[Signature]

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

[Signature]

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

ATTACHMENT – DEED OF OWNERSHIP

BK 12215 PG 0043

FILED ELECTRONICALLY
CUMBERLAND COUNTY NC
ANDRA S. BREWINGTON

FILED Apr 21, 2025
AT 01:18:43 PM
BOOK 12215
START PAGE 0043
END PAGE 0047
INSTRUMENT # 11350
RECORDING \$26.00
EXCISE TAX \$850.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax \$ 850.00

P&L File # 8049-12

Parcel Identifier No.: 0467-16-9907

This instrument prepared by: Parker C. Lee, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

Return to: Person & Lee, PLLC

Brief Description for the Index: 17 acres Rocky River Road

THIS DEED made this April 21, 2025 by and between:

GRANTOR	GRANTEE
MARY JEANETTE WILLIAMS PARKER ANNA MCPHAIL WILLIAMS COMPTON Mailing Address: 373 Norman Farm Rd. Summerfield, NC 27388	GALLBERRY RUN LAND AND Development, LLC, a North Carolina limited liability company and NICHOLAS S. HARRELL Mailing Address: 3187 Gainey Road Fayetteville, NC 28306 Property Address: Pin: 0467-16-9907 Rocky River Road Stedman, NC 28391

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in or near the City of Stedman, tnbd Township, Cumberland County, North Carolina and more particularly described as follows:

See Exhibit A Attached

The property hereinabove described was acquired by instrument recorded in Book 10249, Page 554, Cumberland County, North Carolina, Registry.

Submitted electronically by "Person & Lee PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Cumberland County Register of Deeds.

A map showing the above described property is recorded in Plat Book , Page , Cumberland County, North Carolina, Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions: ad valorem taxes for the current year, restrictive covenants, utility easements, permits, and rights of way as the same may appear of record

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal effective the day and year first above written.

If initialed, the property includes the primary residence of at least one of the Grantors. (NC GS § 105-317.2) _____


_____(SEAL)
Mary Jeanette Williams. Parker

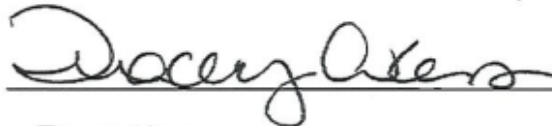

_____(SEAL)
Anna McPhail Williams.Compton

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day and I have personal knowledge of the identity of the principal(s) or have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: Mary Jeanette Williams. Parker and Anna McPhail Williams.Compton

Date: April 21, 2025



Tracey Akers
Printed Name of Notary Public

My Commission Expires: 10/18/25



ATTACHMENT – LEGAL DESCRIPTION

LEGAL DESCRIPTION

Lying and being in Eastover Township, Cumberland County North Carolina, and being a portion of the lands conveyed to James McNeill Williams by deed recorded in Deed Book 10249 Page 873, Cumberland Count Registry, and being bounded on the North by Louis M. Weld, on the East by Chase Hafling, also on the East by David McLaurin, on the South by Huckleberry Road and on the West by White Plains Drive, and being more particularly described as follows;

Beginning at a point where the East right of way line of White Plains Drive intersects the North right of way line of Huckleberry Road, said point being located North 21 degrees 58 minutes 25 seconds East 44.38 feet from the point of intersection of the centerlines of the two roads, and runs;

THENCE North 25 degrees 58 minutes 10 seconds West for a distance of 39.23 feet, as the east right of way of White Plains Drive, to a stake;

THENCE North 23 degrees 40 minutes 25 seconds West for a distance of 61.13 feet, continuing as said right of way line, to a stake;

THENCE North 16 degrees 46 minutes 50 seconds West for a distance of 67.99 feet, continuing as said right of way line, to a stake;

THENCE North 10 degrees 56 minutes 00 seconds West for a distance of 69.32 feet, continuing as said right of way line, to a stake;

THENCE North 4 degrees 4 minutes 50 seconds West for a distance of 69.17 feet, continuing as said right of way line, to a stake;

THENCE North 2 degrees 44 minutes 40 seconds East for a distance of 68.92 feet, continuing as said right of way line, to a stake;

THENCE North 8 degrees 45 minutes 55 seconds East for a distance of 48.85 feet, continuing as said right of way line, to a stake;

THENCE North 86 degrees 31 minutes 25 seconds East for a distance of 304.76 feet, leaving said right of way and running with Weld's south line, to an existing concrete monument;

THENCE South 31 degrees 04 minutes 50 seconds East for a distance of 19.26 feet, to an existing iron pipe, the common corner with Weld and Hafling;

THENCE South 30 degrees 48 minutes 05 seconds East for a distance of 186.51 feet, with Hafling's west line, to an existing iron pipe, the common corner with Hafling and McLaurin;

THENCE South 30 degrees 13 minutes 35 seconds East for a distance of 206.12 feet, with McLaurin's west line, to an existing iron rod in the north right of way line of Huckleberry Road;

THENCE North 84 degrees 36 minutes 50 seconds West for a distance of 32.12 feet, as the north right of way line, to a stake;

THENCE North 87 degrees 47 minutes 55 seconds West for a distance of 74.32 feet, continuing as said right of way line, to a stake;

THENCE South 87 degrees 01 minutes 35 seconds West for a distance of 77.16 feet, continuing as said right of way line, to a stake;

THENCE South 80 degrees 58 minutes 30 seconds West for a distance of 83.30 feet, continuing as said right of way line, to a stake;

THENCE South 74 degrees 32 minutes 20 seconds West for a distance of 73.12 feet, continuing as said right of way line, to a stake;

THENCE South 70 degrees 10 minutes 05 seconds West for a distance of 76.04 feet, continuing as said right of way line, to a stake;

THENCE South 64 degrees 30 minutes 20 seconds West for a distance of 41.17 feet, continuing as said right of way line, to the point of BEGINNING.

Together with and subject to easements, right of ways and restrictions that may appear on record.

Said property contains 3.45 acres more or less.

ORDER DETAILS

PREVIEW FOR AD NUMBER LWLM03059990

Order Number: LWLM0305999
Order Status: Submitted
Classification: Govt Public Notices
Package: General Package
Total payment: 284.31
Payment Type: Account Billed
User ID: L0012804
External User ID: 744350

ACCOUNT INFORMATION

Cumberland County Planning & Inspections
130 Gillespie ST AMANDA OZANICH
Fayetteville, NC 28301-5669
910-678-7600
aozanich@cumberlandcountync.gov
Cumberland County Planning & I
Contract ID:

TRANSACTION REPORT

Date May 27, 2025 1:39:22
PM EDT
Amount: 284.31

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM03059990

June 2, 2025
Fayetteville Observer
June 9, 2025
Fayetteville Observer

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on June 16, 2025 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-25-0008: Rezoning from C1(P) Planned Local Bus. Dist. And R6A Res. Dist. to C2(P)/CZ Planned Service and Retail Dist. Cond. Zon. or to a more restrictive zoning dist.; 0.93 +/- ac.; 3856 Cumberland Rd; Lydia Coachman & Wayne Chestnutt (Applicant); Affordable Seamless Gutters & Home Improvement Fayetteville, LLC (Owners).

ZON-25-0010: Rezoning from A1 Ag. Dist. to R40 Res. Dist. or to a more restrictive zoning dist.; 16.6 +/- ac.; east of Rock Hill Rd and north of Rocky River Rd; Timothy Evans (Agent); Gallberry Run Land & Development, LLC and Nicholas Harrell (Owners).

ZON-25-0013: Rezoning from A1 Ag. Dist. to R30 Res. Dist. or to a more restrictive zoning dist.; 3.45 +/- ac.; north of Huckleberry Rd. and east of White Plains Dr.; Timothy Evans (Agent); Gallberry Run Land & Development, LLC and Nicholas Harrell (Owners).

ZON-25-0016: Rezoning from RR Rural Res. Dist. & R10 Res. Dist. to C(P) Planned Com. Dist. or to a more

restrictive zoning dist.; 4.3
+/- ac.; 2428, 2450, & 2468
Lillington Hwy; Gregory
Spears and Gabriel Sital
(Owners).
June 2, 9 2025
LWLM0305999

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[Contact Us](#)

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PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING & INSPECTIONS

DATE: 6/3/2025

SUBJECT: CASE # ZON-25-0016

BACKGROUND

ZON-25-0016: Rezoning from RR Rural Residential District and R10 Residential District to C(P) Planned Commercial District or to a more restrictive zoning district for three parcels comprising 4.3 +/- acres; located at 2428, 2450, and 2468 Lillington Hwy; submitted by Gregory Spears and Gabriel Sital (Owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Meeting Date: May 20, 2025

Planning Board Action: Recommended approval of the rezoning request from RR Rural Residential District and R10 Residential District to C(P) Planned Commercial District at their May 20, 2025, meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: Planning and Inspections staff recommends approval of the rezoning request from R10 Residential District and RR Rural Residential District to C(P) Planned Commercial District and find that: 1. Approval is an amendment to the adopted, current Spring Lake Area Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2. The subject properties are located at the intersection of two major arterial roadways with commercial zoning existing across the street and nearby. 3. The Spring Lake Area Land Use Plan policies support commercial zoning for smaller parcels along NC 210 and along fringes of residential areas. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case,

the following motion is appropriate:

MOTION:

In Case ZON-25-0016, I move to approve the rezoning request from R10 Residential District and RR Rural Residential District to C(P) Planned Commercial District and find that:

1. Approval is an amendment to the adopted, current Spring Lake Area Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.
2. The subject properties are located at the intersection of two major arterial roadways with commercial zoning existing across the street and nearby.
3. The Spring Lake Area Land Use Plan policies support commercial zoning for smaller parcels along NC 210 and along fringes of residential areas.

The Board finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-25-0016, I move to deny the rezoning request from R10 Residential District and RR Rural Residential District to C(P) Planned Commercial District. The Board finds that the request is not consistent with the Spring Lake Area Land Use Plan. The request is not reasonable or in the public interest because_____.

ATTACHMENTS:

Description

ZON-25-0016

Type

Backup Material



Cumberland County Joint Planning Board

June 3, 2025

MEMO TO: Cumberland County Board of Commissioners

FROM: Rawls Howard, Director of Planning & Inspections

SUBJECT: **ZON-25-0016:** Rezoning from RR Rural Residential District and R10 Residential District to C(P) Planned Commercial District or to a more restrictive zoning district for three parcels comprising 4.3 +/- acres; located at 2428, 2450, and 2468 Lillington Hwy; submitted by Gregory Spears and Gabriel Sital (Owners).

ACTION: The Planning Board recommended approval of the rezoning request from RR Rural Residential District and R10 Residential District to C(P) Planned Commercial District at their May 20, 2025, meeting for the reasons stated and as fully reflected in the meeting minutes which are incorporated herein by reference.

MINUTES OF MAY 20, 2025

In Case ZON-25-0016, Planning and Inspections staff recommends approval of the rezoning request from R10 Residential District and RR Rural Residential District to C(P) Planned Commercial District and find that: 1. Approval is an amendment to the adopted, current Spring Lake Area Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2. The subject properties are located at the intersection of two major arterial roadways with commercial zoning existing across the street and nearby. 3. The Spring Lake Area Land Use Plan policies support commercial zoning for smaller parcels along NC 210 and along fringes of residential areas. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-25-0016, Mrs. Lynd made a motion, seconded by Mr. Crumpler, to approve the rezoning request from R10 Residential District and RR Rural Residential District to C(P) Planned Commercial District and find that: 1. Approval is an amendment to the adopted, current Spring Lake Area Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2. The subject properties are located at the intersection of two major arterial roadways with commercial zoning existing across the street and nearby. 3. The Spring Lake Area Land Use Plan policies support commercial zoning for smaller parcels along NC 210 and along fringes of residential areas. The board also finds that the



Cumberland County Joint Planning Board

request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.



PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # ZON-25-0016
Planning Board Meeting: May 20, 2025

Location: 2428, 2450, and 2468 Lillington Hwy.

Jurisdiction: County-Unincorporated

REQUEST

Rezoning R10 and RR to C(P)

Applicant requests a rezoning from R10 Residential District and RR Residential District to C(P) Planned Commercial District for three parcels totaling 4.30 +/- acres located east of the intersection of E. Manchester Rd and Lillington Hwy as shown in Exhibit "A". For the total acreage, approximately 1.3 acres are currently zoned RR and 3.0 acres are zoned R10. The intent of the property owners is to develop a retail commercial center with a convenience store gas station subject to rezoning approval.

PROPERTY INFORMATION

OWNER/APPLICANT: Gregory Spears and Gabriel Sital (Owners).

ADDRESS/LOCATION: Located at 2428, 2450, and 2468 Lillington Hwy. Refer to Exhibit "A", Location and Zoning Map. REID numbers: 0513503892000, 0513504927000, and 0513514282000.

SIZE: The parcels contain approximately 4.30 +/- acres. Road frontage along Lillington Hwy is 844 +/- feet. The property is approximately 445 +/- feet in length at its deepest point.

EXISTING ZONING: The subject properties are currently zoned R10 Residential District and RR Rural Residential District. R10 Residential District is a dormant district and defaults to R7.5 Residential District for all development standards. R7.5 Residential is a district designed primarily for single-family dwellings on lots with a lot area of 7,500 square feet or above. RR Rural Residential District is for traditional rural use with lots of 20,000 square feet or above. The principal use of the land is for suburban density residential, including manufactured housing units, and agricultural purposes. These districts are intended to ensure that residential development not having access to public water supplies and dependent upon septic tanks for sewage disposal will occur at a sufficiently low density to provide for a healthy environment.

EXISTING LAND USE: The northern parcel has a single-family residential structure on it. The southern parcel is undeveloped wooded lands, and the middle parcel was issued a Special Use Permit in 2024 for a child day care, but the current use of the residential structure remains as single family residential.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Single-family homes, Faith Church ministries, and undeveloped wooded lands.
- **East:** Lake (former borrow pit or quarry) and undeveloped land
- **West:** Single-family residences (Overhills Park Subdivision).
- **South:** Single-family residences and manufactured home park (Spring Lake Mobiles Homes LLC)

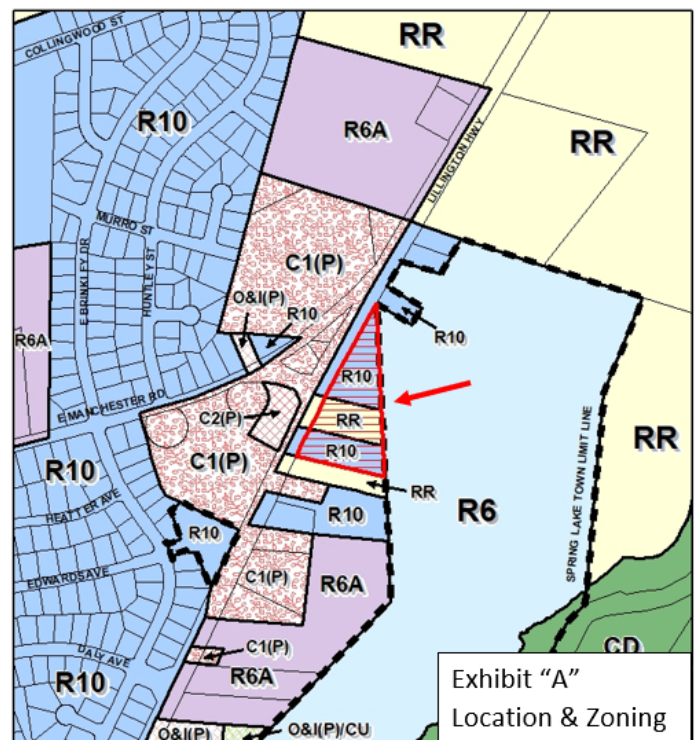
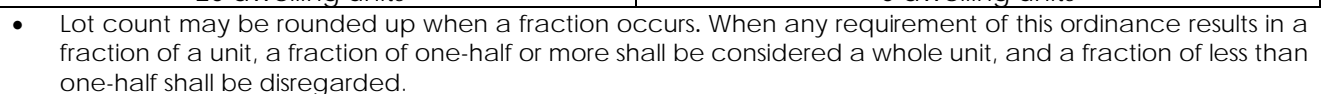


Exhibit "B"
Existing & Surrounding Uses



COMPREHENSIVE PLANS:

This property is located in the Spring Lake Area Land Use Plan (2022). The future land use classification of the property is "Medium Density Residential". The associated zoning districts for Medium Density Residential are R6, R6A, and R5A.

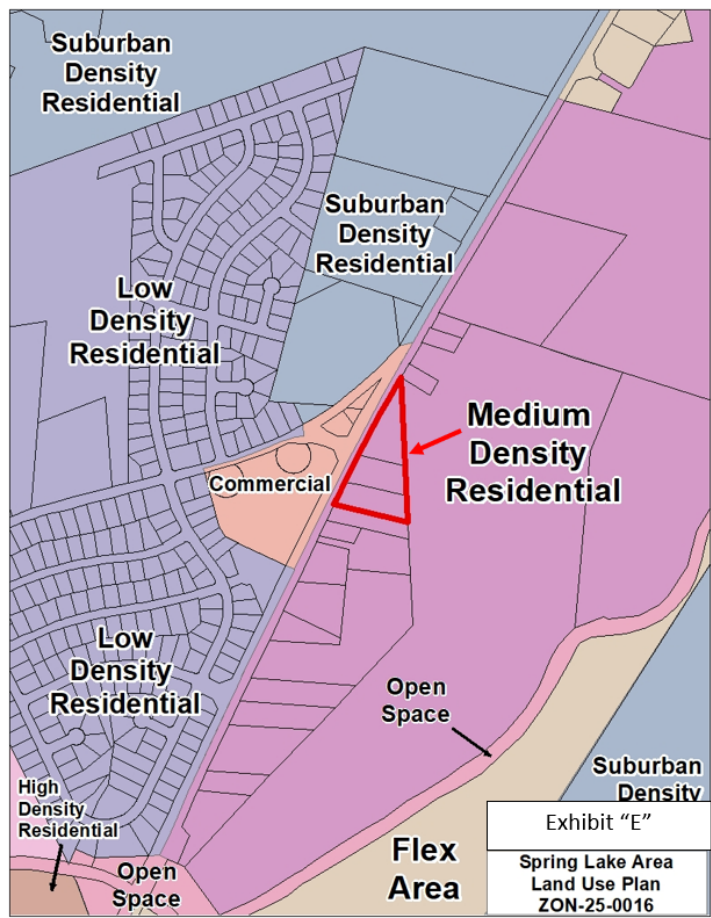
The proposed rezoning request is not consistent with the future land use plan.

The future land use classification of the property is Medium Density Residential. However, the property is closely neighbored by an area designated by the Future Land Use Map as Commercial, and C(P) is an associated zoning district. If the request is approved, a map amendment to Commercial will be required.

FUTURE LAND USE CLASSIFICATION

Development Goals, Notes, and Objectives:

- "[Other suitable locations include] small parcels along NC 210 where medium or high density residential is called for, provided that the commercial use would not infringe on existing development use or character and is compatible with the surrounding area" (Spring Lake Area Land Use Plan 2022, p. 51).
- "[Other suitable locations include on the] fringes between commercial and residential areas where the boundary between each land use type may be arbitrary. The specific type of commercial district and the effects on neighborhood access, traffic, and character should be considered" (Spring Lake Area Land Use Plan 2022, p. 51).
- "The uses permitted in the various commercial zoning districts have significant overlap and uses unique to heavy commercial are not necessarily incompatible with nearby housing" (Spring Lake Area Land Use Plan 2022, p. 51).
- "Enable development of businesses that attract outsiders and make daily commuters stop" (Spring Lake Area Land Use Plan 2022, p. 15).



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Water lines are available near the subject properties along Lillington Hwy, but sewer lines are not. Septic permits would be required for any development on the subject properties. The available utilities are shown on Exhibit "C".

TRANSPORTATION: The subject property sits on Lillington Highway and is identified as an "other principal arterial" in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned, and the subject property will have no significant impact on the Transportation Improvement Program. In addition, Lillington Highway has a 2021 AADT of 24,500 and a road capacity of 29,000. There are no known roadway projects that would be affected by the proposed commercial development at this time. Driveway connection permits must be obtained from NCDOT.

SCHOOLS CAPACITY/ENROLLMENT: Cumberland County Schools have provided no comment for the capacity and enrollment for the school district as the proposed use will not generate any housing and associated student enrollment that will impact public schools.

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has no objections to the proposed development.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request. All development and access to the property must comply with the North Carolina Fire Codes, which must be addressed at the time of site plan submission.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS: The property is located within the five-mile distance buffer of Ft. Bragg. RLUAC had no comments for the proposed rezoning.

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Bragg:	X	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a – not applicable

STAFF RECOMMENDATION

In Case ZON-25-0016, Planning and Inspections staff **recommends approval** of the rezoning request from R10 Residential District and RR Rural Residential District to C(P) Planned Commercial District and find that:

1. Approval is an amendment to the adopted, current Spring Lake Area Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.
2. The subject properties are located at the intersection of two major arterial roadways with commercial zoning existing across the street and nearby.
3. The Spring Lake Area Land Use Plan policies support commercial zoning for smaller parcels along NC 210 and along fringes of residential areas.

Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:
Notification Mailing List
Application
Deed of Ownership

ATTACHMENT: MAILING LIST

BLACK, DEBRA ANN
3848 ROOKS RD
ATKINSON, NC 28421

TAYLOR, DAVID PAUL
2607 LILLINGTON HWY
SPRING LAKE, NC 28390

OVERHILLS WATER COMPANY INC
PO BOX 766
SPRING LAKE, NC 28390

DARDEN, DAVID K JR;DARDEN, PAMELA E
3983 FINAL APPROACH DR
EASTOVER, NC 28312

ISBANIOLY, NABIL JERIES
24571 MAGGIE FRICK RD
RICHFIELD, NC 28137

GARST INVESTMENTS LLC
2428 W 228TH ST
TORRANCE, CA 90501

SITAL, GABRIEL
2450 LILLINGTON HIGHWAY
SPRING LAKE, NC 28390

HUBBARD, VIVIAN S
5460 BRUSHY MEADOWS DR
FUQUAY-VARINA, NC 27526

WOODARD, PEGGY G
2516 LILLINGTON HWY
SPRING LAKE, NC 28390

7 STARS HOLDING REI LLC
9105 TRIANA MARKET WALK
RALEIGH, NC 27617

SM HOLDINGS GROUP, LLC
1417 E MANCHESTER RD
SPRING LAKE, NC 28390

CAROLINA TELEPHONE & TELEGRAPH COMPANY
PO BOX 7909
OVERLAND PARK, KS 66207

ALEXANDER, DAVID MATTHEWS
208 PINEWINDS DR
SANFORD, NC 27332

SPEARS, GREGORY C
434 LANSDOWNE RD
FAYETTEVILLE, NC 28314

LEWIS, CATHERINE FAIRCLOTH
6400 TABOR CHURCH RD
FAYETTEVILLE, NC 28312

TOWN OF SPRING LAKE
300 RUTH ST
SPRING LAKE, NC 28390

BRAZELL, BILLY ROY
1359 LILLINGTON HWY
SPRING LAKE, NC 28390

LEWIS, STUART W;LEWIS, ROBERTA
2919 LILLINGTON HWY
SPRING LAKE, NC 28390

BLACK, DEBRA A.
3848 ROOKS RD
ATKINSON, NC 28421

FAITH CHURCH INC
PO BOX 906
SPRING LAKE, NC 28390

TOPHAT RENTALS & PROPERTIES LLC
1503 N BRAGG BLV
SPRING LAKE, NC 28390

7 STARS E LLC
9105 TRIANA MARKET WALK
RALEIGH, NC 27617

WELLONS, FLORENCE C ESTATE
511 HWY 210 N
SPRING LAKE, NC 28390

PRICE, JAMES R;PRICE, ROBIN E
2404 LILLINGTON HWY
SPRING LAKE, NC 28390

TAYLOR, DAVID PAUL
2607 LILLINGTON HWY
SPRING LAKE, NC 28390

SPRING LAKE MOBILE HOMES LLC
114 FAIRFAX LANE
CARY, NC 27513

OVERHILLS WATER COMPANY INC
PO BOX 766
SPRING LAKE, NC 28390

LEWIS, STUART W;LEWIS, ROBERTA B
2919 LILLINGTON HWY
SPRING LAKE, NC 28390

WELLONS, FLORENCE C ESTATE
511 HWY 210 N.
SPRING LAKE, NC 28390

ATTACHMENT: APPLICATION



CASE #: _____

PLANNING BOARD
MEETING DATE: _____

DATE APPLICATION
SUBMITTED: _____

APPLICATION FOR REZONING REQUEST CUMBERLAND COUNTY ZONING ORDINANCE

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered.
3. A check made payable to "Cumberland County" in the amount of \$_____.
(See County Fee Schedule).

Rezoning Procedure:

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7627 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

**TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:**

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from R10 + RR to Commercial CP
2. Address of Property to be Rezoned: 2428, 2450, 2468 Lillington Hwy Spring Lake N.C.
28390
3. Location of Property, details: Hwy 210 Lillington Hwy at Intersection
of Manchester Road Stop Light
0513-51-4282
4. Parcel Identification Number (PIN #) of subject property: 0513-50-3892, 0513-50-4927
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 5 Acres Frontage: 844 Depth: 445
6. Water Provider: Well: _____ PWC: _____ Other (name): Spring Lake Water
7. Septage Provider: Septic Tank Septic PWC _____
Book 11613 Page 635 Book 00152 Page 0118
8. Deed Book 11990 Page 544, Page(s) _____, Cumberland County
Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: single family Rental, wooded lot, vacant not useable church
10. Proposed use(s) of the property: Retail Strip Shopping Center with
Convenience Store Gas Station
11. Do you own any property adjacent to or across the street from this property?
Yes _____ No X If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No X

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct mete and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Gregory Spears
Gabriel Sital

NAME OF OWNER(S) (PRINT OR TYPE)

Greg Spears - 434 Lansdowne Rd Fayetteville, N.C. 28314

Gabriel Sital - 2310 Gunston Ct. Fayetteville, NC 28303
ADDRESS OF OWNER(S)

910-987-3242
HOME TELEPHONE #

910-987-3242
WORK TELEPHONE #

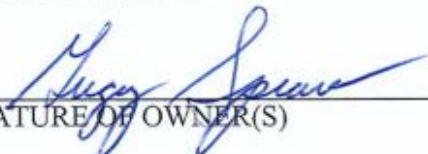
Gregory Spears
NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

434 Lansdowne Rd Fayetteville, NC 28314
ADDRESS OF AGENT, ATTORNEY, APPLICANT

greg@grantmurrayre.com
E-MAIL

910-987-3242
HOME TELEPHONE #

910-987-3242
WORK TELEPHONE #


SIGNATURE OF OWNER(S)


SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."



AFFIDAVIT OF OWNERSHIP/AGENT AUTHORIZATION FORM

PROPERTY OWNER (Company or Individual): G + G Real Estate Holdings, LLC
MAILING ADDRESS: 2310 Gunston Ct. Fayetteville, NC 28303
Officer's name and title: Gabriel Sital Registered Agent Co-Owner

1. That I am (we are) owner's and record title holder(s) of the following described property legal description, to with:
2. That this property constitutes the property for which a request for (type of Application Approval Requested: Re Zoning)
3. That the undersigned has (have) appointed and does (do) appoint _____ as agent(s) to execute any petitions or other documents necessary to affect such petition, including development review time extension requests; and request that you accept my agent (s) signature as rep[resenting my agreement of all terms and conditions of the approval process;
4. That this affidavit has been executed to induce Cumberland County, North Carolina and act on the foregoing request;
5. That I, (we) the undersigned authority, hereby certify that the foregoing is true and correct.

Gregory Spears
Owner's Signature

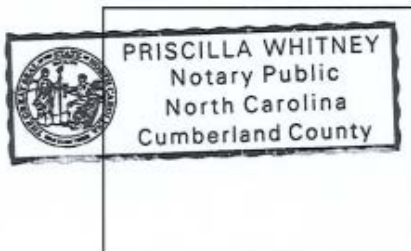
[Signature]
Owner's Signature

Owner's Signature

State of North Carolina

Cumberland County

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 15 day of April (month), 2025 (year), by Priscilla Whitney (name of person acknowledging) who is personally known to me or who has produced X (type of identification) as identification.



Priscilla Whitney
Signature of Notary Public – State of North Carolina
(Print, Type or Stamp Commissioned Name of Notary Public to the Left of Signature)

ATTACHMENT: 2468 LILLINGTON HWY DEED OF OWNERSHIP

BK 12200 PG 0001

FILED ELECTRONICALLY
CUMBERLAND COUNTY NC
ANDRA S. BREWINGTON

FILED	Mar 31, 2025
AT	03:30:23 PM
BOOK	12200
START PAGE	0001
END PAGE	0002
INSTRUMENT #	09150
RECORDING	\$26.00
EXCISE TAX	\$300.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:	\$300.00
Parcel ID:	0513-51-4282
Mail/Box to:	Thorp and Clarke, P.A., 150 North McPherson Church Road, Suite B, Fayetteville, NC 28303
Prepared by:	George D. Regan, Jr. R-10204-25
Brief description for the index:	Parcel ID(s): 0513-51-4282

THIS GENERAL WARRANTY DEED ("Deed") is made on the 31st day of March, 20 25, by and between:

GRANTOR	GRANTEE
Catherine Faircloth Lewis, a widow 6400 Tabor Church Road Fayetteville, NC 28312	Gabriel Sital, single 2468 Lillington Hwy Spring Lake, NC 28390

Enter in the appropriate block for each Grantor and Grantee their name, mailing address, and, if appropriate, state of organization and character of entity, e.g. North Carolina or other corporation, LLC, or partnership. Grantor and Grantee includes the above parties and their respective heirs, successors, and assigns, whether singular, plural, masculine, feminine or neuter, as required by context.

FOR VALUABLE CONSIDERATION paid by Grantee, the receipt and legal sufficiency of which is acknowledged, Grantor by this Deed does hereby grant, bargain, sell and convey to Grantee, in fee simple, all that certain lot, parcel of land or condominium unit in the City of Spring Lake, Cumberland County, North Carolina and more particularly described as follows (the "Property"):

Being all of the property identified as the "Catherine Faircloth Lewis PB 129 Pg 62 DB 11891, PG 752 NCPID 0513514282000 1.92 Acres 83759.14 Sq Ft" tract according to a plat entitled "Boundary Retracement Survey for Gregory C. Spears" being duly recorded in Book of Plats 152, Page 118, Cumberland County, North Carolina Registry and being the same property described in deed recorded in Book 11891, Page 752, Cumberland County, NC Registry.

Property Address: 2468 Lillington Hwy, Spring Lake, NC 28390

All or a portion of the Property was acquired by Grantor by instrument recorded in Book 11891 Page 752.

All or a portion of the Property ☐ includes or ☒ does not include the primary residence of a Grantor.

A map showing the Property is recorded in Book 152 Page 118.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple. Grantor covenants with Grantee that Grantor is seized of the Property in fee simple, Grantor has the right to convey the Property in fee simple, title to the Property is marketable and free and clear of all encumbrances, and Grantor shall warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Restrictions, easements and rights-of-way of record; and ad valorem taxes for the current year.

IN WITNESS WHEREOF, the Grantor has duly executed this North Carolina General Warranty Deed, if an entity by its duly authorized representative.

Catherine Faircloth Lewis

Name: Catherine Faircloth Lewis

Entity Name

Name:

By:

Name:

Title:

Name:

By:

Name:

Title:

STATE OF NORTH CAROLINA, COUNTY OF Cumberland

I, Terra King, a Notary of the above state and county, certify that the following person(s) personally appeared before me on the 31st day of March, 20 25 each acknowledging to me that he/she/they signed the foregoing document, in the capacity represented and identified therein (if any):
Catherine Faircloth Lewis

Affix Notary Seal/Stamp

TERRA KING
NOTARY PUBLIC
CUMBERLAND COUNTY, NC

Terra King
Notary Public (Official Signature)

My commission expires: 8/3/25

ORDER DETAILS

PREVIEW FOR AD NUMBER LWLM03059990

Order Number: LWLM0305999
Order Status: Submitted
Classification: Govt Public Notices
Package: General Package
Total payment: 284.31
Payment Type: Account Billed
User ID: L0012804
External User ID: 744350

ACCOUNT INFORMATION

Cumberland County Planning & Inspections
130 Gillespie ST AMANDA OZANICH
Fayetteville, NC 28301-5669
910-678-7600
aozanich@cumberlandcountync.gov
Cumberland County Planning & I
Contract ID:

TRANSACTION REPORT

Date May 27, 2025 1:39:22
PM EDT
Amount: 284.31

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM03059990

June 2, 2025
Fayetteville Observer
June 9, 2025
Fayetteville Observer

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on June 16, 2025 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-25-0008: Rezoning from C1(P) Planned Local Bus. Dist. And R6A Res. Dist. to C2(P)/CZ Planned Service and Retail Dist. Cond. Zon. or to a more restrictive zoning dist.; 0.93 +/- ac.; 3856 Cumberland Rd; Lydia Coachman & Wayne Chestnutt (Applicant); Affordable Seamless Gutters & Home Improvement Fayetteville, LLC (Owners).

ZON-25-0010: Rezoning from A1 Ag. Dist. to R40 Res. Dist. or to a more restrictive zoning dist.; 16.6 +/- ac.; east of Rock Hill Rd and north of Rocky River Rd; Timothy Evans (Agent); Gallberry Run Land & Development, LLC and Nicholas Harrell (Owners).

ZON-25-0013: Rezoning from A1 Ag. Dist. to R30 Res. Dist. or to a more restrictive zoning dist.; 3.45 +/- ac.; north of Huckleberry Rd. and east of White Plains Dr.; Timothy Evans (Agent); Gallberry Run Land & Development, LLC and Nicholas Harrell (Owners).

ZON-25-0016: Rezoning from RR Rural Res. Dist. & R10 Res. Dist. to C(P) Planned Com. Dist. or to a more

restrictive zoning dist.; 4.3
+/- ac.; 2428, 2450, & 2468
Lillington Hwy; Gregory
Spears and Gabriel Sital
(Owners).
June 2, 9 2025
LWLM0305999

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[Contact Us](#)

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OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 6/13/2025

**SUBJECT: CONSIDERATION OF FUNDING CONTRACT WITH NC HISTORY
CENTER FOUNDATION**

BACKGROUND

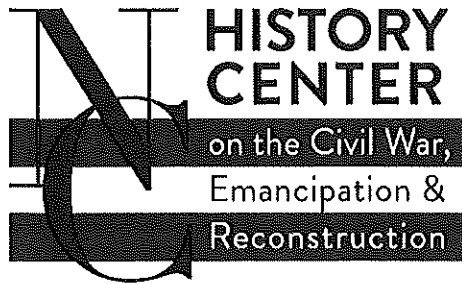
The NC History Center on the Civil War, Emancipation & Reconstruction Foundation (the “Foundation”) has requested the funding in the amount of \$7,500,000 approved by the board of commissioners for the museum and history center now identified by that name. Attached are excerpts from the minutes of the board’s actions on this funding January 17, 2017, and September 19, 2022. The actions taken by the board are also stated at the beginning of the contract. The request for the funds, the contract with exhibits, and the project ordinance are also attached. The documents provided by the Foundation comply with the statutory requirements for the county to fund museum projects, with the resolution required by statute attached to the contract.

RECOMMENDATION / PROPOSED ACTION

The county attorney advises the board’s approval of the contract and project ordinance will authorize the distribution of the funds in accordance with the contract.

ATTACHMENTS:

Description	Type
Request for Funds	Backup Material
Contract with Exhibits	Backup Material
Project Ordinance	Backup Material
Minutes from 2017 Meeting	Backup Material
Minutes from 2022 Meeting	Backup Material



TO: Board of Commissioners, Cumberland County

FROM: John M. "Mac" Healy, Chair/President, NC History Center

SUBJECT: Request for funds

DATE: May 9, 2025

Dear Commissioners:

We want to again thank the County Commissioners for their support for the NC History Center on the Civil War, Emancipation & Reconstruction. We have made great progress since September 8, 2022 when you approved your original 2017 commitment of \$7,500,000.00 for the Center. Your commitment made it possible for us to garner support from the State of North Carolina, the City of Fayetteville, and many friends and foundations.

My purpose for writing today is to request a release of these funds so that we can move ahead in the next few months with construction of the main building.

Please let us know what paperwork you may need to move forward.

Thank you for all you do.

Cc: Rick Moorefield, Cumberland County Attorney
Mary Lynn Bryan, Vice Chair, NC History Center
Tim Richardson, Treasurer, NC History Center

STATE OF NORTH CAROLINA

CONTRACT FOR MUSEUM CONSTRUCTION

COUNTY OF CUMBERLAND

Approved by the Board of Commissioners _____

THIS CONTRACT, is entered into on the last date shown by the signatures of the parties, to be effective _____, by and between the COUNTY OF CUMBERLAND, ("County"), and NC HISTORY CENTER ON THE CIVIL WAR, EMANCIPATION & RECONSTRUCTION FOUNDATION, a corporation organized under the North Carolina Nonprofit Corporation Act ("Foundation").

WITNESSETH:

Whereas, January 17, 2017, the Cumberland County Board of Commissioners (the "Board") committed funding up to \$7,500,000 to the North Carolina Civil War & Reconstruction History Center for a project then described as the Civil War History Center (the "Project"), subject to certain conditions, including sunseting December 31, 2020, if construction had not commenced; and

Whereas, September 19, 2022, the Board approved funding of \$7,500,000 for the Project subject to the conditions that the City of Fayetteville also fund \$7,500,000 and that the resolution of the Foundation's Board of Directors required by G.S. 153A-437 be provided to County; and

Whereas, December 29, 2022, Foundation changed its corporate name to the name on this contract; and

Whereas, County has held this funding in the Preliminary Capital Category of the Capital Investment Fund in County's budgets since being approved by the Board; and

Whereas, Foundation's board of directors has adopted and presented to County the attached resolution requesting the funds and describing the intended use of the funds in accordance with N.C.G.S. § 153A-437; and

Whereas, County agrees to fund Foundation these funds for this public purpose, and in exchange for this funding Foundation agrees to perform the services described herein. In furtherance of this agreement, the parties enter this contract subject to the following terms and conditions:

- 1. TERM OF CONTRACT:** This contract shall begin on the effective date stated above and end December 31, 2027, unless sooner terminated. If the Project has not been completed December 31, 2027, this contract shall automatically be extended to June 30, 2028, unless Foundation gives notice to County that Foundation does not wish to extend it. If the Board of Commissioners determines that the Project cannot be completed within the Project Budget stated in **Exhibit 2**, the Board may act to

suspend or terminate this contract any time prior to its expiration date upon 30 days' prior written notice to Foundation.

2. **SERVICES TO BE PERFORMED:** Foundation, in and for the consideration recited in Section 4 below, shall perform those services stated in **Exhibit 1 – Scope of Services** in accordance with the budget expenditures stated in **Exhibit 2 – Project Budget**. Each exhibit is attached hereto and incorporated herein by reference. Foundation shall notify the county manager in writing immediately of any change in the type or level of services to be performed, and if County agrees to the change, an amendment to this contract must be signed by each party prior to any changes or modifications taking effect. If County does not agree to the change, this contract may be terminated in accordance with Section 1 above.
3. **DELIVERABLES:** Upon completion of the Scope of Work, Foundation shall provide the deliverables set forth in **Exhibit 3**, attached hereto and incorporated herein.
4. **PAYMENT:**
 - A. County will fund Foundation an amount not to exceed seven million five hundred thousand Dollars (\$7,500,000) for the services provided by Foundation during the term of this contract. County's funding is conditioned on Foundation securing all funding for the Project Budget set forth in **Exhibit 2** to include funding from the City of Fayetteville at least equal to County's funding. The transfer of payments from County to Foundation shall be in accordance with Foundation's written instructions for mailing checks to Foundation or for the direct deposit of funds into Foundation's account. These written instructions must be provided to County's Finance Office prior to any funds being transferred.
 - B. Foundation shall submit a request for funding at the start of each calendar quarter for the funds Foundation has spent in the previous quarter. County shall pay 9.8 percent (0.098) of the amount requested each quarter with the cumulative total not to exceed \$7,500,000. Requests for funding shall be made to the County's Finance Office in a form approved by the County's Finance Office. Commencing with the first quarterly request, Foundation must report the previous quarterly expenditures and services performed in a form that specifically shows the amount of funds expended, how the funds were used, that the use of the funds was within the purposes shown in **Exhibit 1**, and the progress achieved for any of the deliverables shown in **Exhibit 3**.
5. **INDEPENDENT CONTRACTOR:** Foundation is a nonprofit corporation registered with the North Carolina Secretary of State and is an independent contractor. Foundation is not an agent, officer, or employee of County and shall have no authority to act as an agent of County in any capacity.

6. **ASSIGNMENT:** Foundation shall not assign all or any part of its rights to receive funding under this contract nor delegate any performance required thereunder without first obtaining County's written approval.
7. **FOUNDATION AND AUTHORITY:** County designates the Cumberland County Manager as its exclusive agent with respect to this contract. The county manager is authorized to negotiate directly with Foundation on County's behalf on all matters pertaining to this contract and Foundation shall deal exclusively with the county manager with respect to the terms and conditions of this contract. Regardless of any negotiations between the county manager and Foundation, any modification of the terms of this contract, including the services to be provided, shall only be effective upon the parties executing a written amendment to this contract upon approval by the Board.
8. **NOTICES:** Any notices to be given by either party to the other under the terms of this contract shall be in writing and shall be deemed to have been sufficiently given if delivered by hand with written acknowledgment of receipt; by electronic mail with the receiving party acknowledging receipt of the sending party's email by reply email; or by certified mail, return receipt requested. Any notice shall be personally delivered, emailed, or mailed to the office, email address, or mailing address of the person or office shown for each party below or to such other person and address as either party hereafter from time to time designates in writing to the other for the receipt of notice:

FOUNDATION:

John M. Healy
P.O. Box 36157
Fayetteville, NC 28303
(910) 500-6464
mhealy@healywholesale.com

COUNTY:

Clarence Grier, County Manager
P. O. Box 1829
Fayetteville, NC 28302
(910) 678-772
cgrier@cumberlandcountync.gov

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

9. **CHANGES IN FOUNDATION'S STATUS:** In the event of any change in Foundation's organizational structure or nonprofit status, Foundation shall immediately notify the county manager.
10. **CERTIFICATION:**
- A. County, by the county manager's signature below, certifies that the funds stated in Section 4 above are available for Foundation's use consistent with the terms of this contract.
- B. Foundation, by its officer's signature below, certifies that it has complied, or will comply, with all requirements of this contract before applying for funds, and further agrees that County is not obligated to pay any funds until such requirements have been met.

11. OTHER TERMS AND CONDITIONS:

- A. Foundation shall provide County with a Yellow Book audit and an IRS Form 990 prepared by independent auditors in accordance with County's agreed upon procedures, and management's response to the auditor's recommendations, if applicable, for the fiscal year periods ending during any term of this contract. The report shall specify whether County's funds were used exclusively for those purposes stated in **Exhibit 1**. The report shall specify any exceptions and the amounts thereof. Foundation acknowledges that County's agreed upon procedures may not be determined upon the commencement of this contract. The audit report shall be delivered to the county manager as soon as it is available to Foundation, and not later than one hundred twenty (120) days after Foundation's fiscal year end.
- B. Upon execution of this contract, Foundation shall provide County the following documents:
 - (i) a copy of its latest financial statement, to include a balance sheet as of the end of its most recent fiscal year and a statement of operations for that year;
 - (ii) a copy of Foundation's most recently filed IRS Form 990, Form 990-EZ, or its Form 990-N submittal confirmation; and
 - (iii) a copy of the declarations pages or certificates of insurance for general liability and worker's compensation insurance policies maintained by Foundation.
- C. If the county manager deems it necessary or appropriate, Foundation agrees that County may make an internal audit of Foundation's books or records to assess Foundation's then-current financial condition.
- D. Upon the termination of this contract for any reason, Foundation shall return all unused County funds in its possession or control to County.

12. STATUTORY FUNDING AUTHORIZATION: Funding in support of Foundation's services described in **Exhibit 1** is authorized by N.C.G.S. § 153A-437.

13. E-VERIFY. As a condition of payment for services rendered under this contract, Foundation shall comply with the E-Verify compliance requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if Foundation performs any services described in **Exhibit 1** through a subcontractor, Foundation shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Foundation shall verify, by affidavit, compliance of this section upon request by County.

14. IRAN DIVESTMENT ACT CERTIFICATION. As of the effective date of the Final Divestment list created by the State Treasurer pursuant to N.C.G.S §147-86.58, Foundation certifies that is not on that list. Foundation's officer signing this contract further certifies that he or she is authorized by Foundation to make the foregoing statement.

15. **ATTACHMENTS:** Foundation has provided the following documents which are attached to this contract and incorporated herein by reference:

- A. **Exhibit 1 – Scope of Work**, describing the services or purposes for which County funding will be used.
- B. **Exhibit 2 - Project Budget**, describing the specific expenditures of County funds.
- C. **Exhibit 3 - Deliverables**, describing the outcomes of completing the scope of work.
- D. **G.S. § 153A-437 Resolution**

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date indicated with each signature by their respective duly authorized representatives.

ATTEST:

BY: _____
Andrea Tebbe, Clerk to the Board

COUNTY OF CUMBERLAND

By:

Kirk deViere, Chairman, Bd. of Commissioners
Date Signed: _____

ATTEST:

BY: _____
Mary Lynn Bryan, Vice-Chair
Board of Directors

NC HISTORY CENTER ON THE CIVILWAR,
EMANCIPATION & RECONSTRUCTION
FOUNDATION

By:

John M. Healy, Agent
Date Signed: _____

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

Approved for legal sufficiency
upon execution by the parties.

County Finance Officer

County Attorney

North Carolina
**CIVIL WAR &
RECONSTRUCTION**
HISTORY CENTER

Resolution

Whereas the North Carolina Civil War History Center Foundation (the Foundation) is recognized by the United States Internal Revenue Service as a support organization for the North Carolina Civil War, Emancipation & Reconstruction History Center; and

Whereas the Foundation leadership has worked diligently since 2012 in developing plans to build, equip, furnish, and create content and exhibits for the \$80,000,000 campus; and

Whereas the Foundation has secured more than \$15 million in support in gifts, pledges, goods, services, and artifacts from North Carolinians across the state; and

Whereas the Foundation has secured a \$59.6 million grant from the State of North Carolina toward the costs of construction of the main facility, its exhibits, and content; and

Whereas the Foundation has been in conversations with and has made many presentations to the Cumberland County Commissioners over the past seven years as the project has progressed; and

Whereas support by both Cumberland County and the City of Fayetteville is vital to the construction of the History Center;

Be it resolved that the Foundation Board of Directors is formally requesting that the Cumberland County Commissioners award the Foundation a one-time grant of \$7.5 million toward the costs associated with building, equipping, furnishing, and creating content and exhibits for the History Center.

Adopted by the Board of Directors on September 15, 2022.

Post Office Box 53865 ★ Fayetteville, NC 28305 ★ Phone 910.824.7360

The North Carolina CIVIL WAR & RECONSTRUCTION HISTORY CENTER is part of the Division of State History
Museums, Office of Archives & History
North Carolina Department of Natural and Cultural Resources

Contract Between Cumberland County ("County") and the
NC History Center on the Civil War, Emancipation & Reconstruction
Foundation ("Foundation")

EXHIBIT 1
SCOPE OF WORK

The objective is to design and build the structure and systems of the main facility of the three-phased History Center project.

The Scope of Work shall include architectural services performed by Vines Architecture, Inc. of Raleigh, North Carolina and construction-related services by Balfour Beatty Construction LLC of Raleigh, North Carolina and Varnedoe Construction of Greensboro, North Carolina.

Upon presentation of invoices paid by the Foundation for services performed, the County shall fulfill its commitment to the Foundation of Seven Million Five Hundred Thousand Dollars (\$7,500,000).

EXHIBIT 2 PROJECT COSTS

NC History Center on the Civil War, Emancipation & Reconstruction Foundation Projected Expenditures, 2025-2027							
	2015 budget	2022 reconciled	Targeted value engineering	2nd value engineering	Bid update	Paid as of 4/30/25	Now due
Construction							
Preconstruction fees	400,000	600,000	-	-	600,000	600,000	-
Estimated construction costs (building and site)	41,280,000	55,361,068	6,751,163	4,495,000	48,900,000	1,906,734	45,993,266
Owner construction contingency and reserves	4,000,000	4,000,000	500,000	-	3,500,000	-	3,500,000
Pavilion	1,275,500	1,275,500	(400,000)	-	1,675,500	1,539,038	136,462
A-V integration/equip allowance (non-exhibit)	650,000	650,000	455,000	-	195,000	-	195,000
Architecture							
Design fees and reimbursables Phase 2	224,500	224,500	-	-	224,500	224,000	500
Design fees and reimbursables Phase 3	6,210,000	6,210,000	-	-	6,271,900	4,200,350	2,071,550
Exhibits							
Exhibit fabrication / A-V systems \$18,666,250	16,000,000	16,000,000	1,600,000	-	14,286,250	12,287	14,253,963
A-V equipment allowance (exhibition area)	5,000,000	5,000,000	500,000	100,000	2,900,000	-	2,900,000
Exhibition development costs	850,000	850,000	-	-	850,000	850,000	-
Exhibit design fees - pre-design (allowance)	296,900	296,900	-	-	296,900	296,900	-
Exhibit design fees - base contract	3,520,000	4,113,000	-	-	4,113,000	3,532,118	580,882
Exhibit design fees - addendum 3	-	-	-	-	2,734,530	568,248	2,166,282
Other project costs:							
Utility impact fees	-	400,000	-	-	400,000	11,223	388,777
PWC power - move underground at Myrover St.	-	-	-	-	57,000	-	57,000
FFE allowance (non-exhibition space)	800,000	800,000	300,000	-	500,000	-	500,000
Testing and inspections	393,100	393,100	-	-	393,100	-	393,100
Enhanced graphics pkg./Arsenal history narrative	-	-	-	-	TBD	-	TBD
Artifact/image acq. costs (Julie/Joan/Kim)	600,000	600,000	-	-	527,200	182,067	345,133
Café equipment	-	-	-	-	TBD	-	-
Catering kitchen equipment	-	-	-	-	38,000	-	38,000
Total administrative and education expenses	-	-	-	-	2,250,187	-	2,250,187
TOTAL PROJECT COST	81,500,000	96,774,068	9,706,163	4,595,000	90,693,067	13,922,964	76,770,103

EXHIBIT 3 DELIVERABLES

Completion of the History Center will result in:

- increasing knowledge of Civil War and Reconstruction history for visitors to the History Center and non-visitors with access to a computer;
- telling the stories of ALL North Carolinians during the Antebellum, Civil War, and Reconstruction periods;
- creating the UNC Center for the Study of Civil War, Emancipation and Reconstruction History;
- increasing tourism, employment, and revenues for the city of Fayetteville and Cumberland County; and
- updating curricula for 4th, 8th, and 11th grade students who study United States history.

Cumberland County Board of Commissioners
Project Ordinance

The Cumberland County Board of Commissioners hereby adopt the following Project Ordinance in accordance with North Carolina General Statutes 159-13.2:

Section 1. This ordinance is to establish a budget for the \$7,500,000 in funds allocated to the North Carolina Civil War & Reconstruction Center Foundation, name changed December 29, 2022, to NC History Center on the Civil War, Emancipation & Reconstruction Foundation (the "Foundation"). The project is the construction of a museum designated as the North Carolina History Center on the Civil War, Emancipation & Reconstruction on the site of the former federal arsenal in Fayetteville. The distribution of these funds shall be pursuant to the contract with the Foundation approved with this ordinance. Distributions to the Foundation may occur in years 2026-2028, and the amount distributed by year will vary.

Section 2. The revenue to finance the project is held in the Preliminary Capital Category of the Capital Investment Fund in the county's FY25 budget in the full amount of \$7,500,000.

Section 3. The distribution of these funds shall be pursuant to the contract with the Foundation approved with this ordinance. Distributions to the Foundation may occur in years 2026-2028, and the amount distributed by year will vary.

Section 4. The Finance Director is hereby directed to maintain sufficient accounting records to track the distributions and expenditures of the funds and to report the financial status of the project to the governing board at the end of each fiscal year.

Section 5. Within five days after adoption, copies of this ordinance shall be filed with the Finance Officer, Budget Officer, and Clerk to the Board, to be kept on file by them for their direction in the disbursement of County funds for this project.

Section 7. This grant project ordinance shall expire on June 30, 2028, or when the funds have been fully distributed and expended by the County, whichever occurs sooner.

Adopted this _____ day of _____, 2025.

Cumberland County Board of Commissioners
By:

Kirk deViere, Chairman

Attest:

Andrea Tebbe, Clerk to the Board

Chairman Adams opened the public hearing for Case P16-48.

The clerk to the board advised there were no speakers for Case P16-48.

Chairman Adams closed the public hearing for Case P16-48.

MOTION: Commissioner Council moved in Case P16-48 to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff.

SECOND: Commissioner Faircloth

VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Council moved in Case P16-48 to approve the rezoning for A1A Agricultural district.

SECOND: Commissioner Boose

VOTE: UNANIMOUS (7-0)

- B. Case P17-01: Rezoning of 2.07+/- acres from R40 Residential/CU Conditional Use to allow a manufactured home to R40A Residential, or to a more restrictive zoning district, located at 815 Fred Hall Road, submitted by Delvin S. McAllister (owner).

Planning Board Meeting Date: December 20, 2016

Planning Board Action: Approve the staff recommendation.

Staff Recommendation: 1st motion for Case P17-01: Move to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff.

2nd motion for Case P17-01: Move to approve the rezoning for R40A Residential district.

Chairman Adams opened the public hearing for Case P17-01.

The clerk to the board advised there were no speakers for Case P17-01.

Chairman Adams closed the public hearing for Case P17-01.

MOTION: Commissioner Council moved in Case P17-01 to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff.

SECOND: Commissioner Boose

VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Council moved in Case P17-01 to approve the rezoning for R40A Residential district.

SECOND: Commissioner Boose

VOTE: UNANIMOUS (7-0)

Items of Business

5. Consideration of Endorsement of the North Carolina Civil War History Center

BACKGROUND:

The North Carolina Civil War History Foundation presented a resolution to the Cumberland County Finance Committee on September 1, 2016, seeking a funding commitment of \$7.5 million from the County. No action was taken at that meeting. It was recommended that this request be considered in conjunction with other capital requests during the FY2018 budget process.

Recently, the Foundation asked the Board of Commissions to take action on financial support for the History Center before the end of January 2017, in advance of our FY2018 budget process. The Foundation cites recent state budget surpluses as an opportunity to seek State support as the North Carolina General Assembly begins their new session later this month. On December 12, 2016, the City of Fayetteville committed to an investment of \$7.5 million for the project contingent upon matching county support and state funding.

The total project is estimated to cost \$65 million. The proposed funding sources for the History Center are as follows:

State of North Carolina	\$30,000,000
City of Fayetteville	\$ 7,500,000
Cumberland County	\$ 7,500,000
Private Donations	<u>\$20,000,000</u>
	\$65,000,000

The Foundation sought an independent study to calculate the economic benefit of the History Center to our community. This study calculated almost \$20,000,000 in new economic activity annually through the creation of 200 permanent new jobs and the attraction of up to 130,000 new tourists annually. Our community would fully benefit from this potential economic growth because the State would own and operate the museum.

RECOMMENDATION/PROPOSED ACTION:

Consider endorsement of the North Carolina Civil War History Center through a commitment of project funding up to \$7.5 million.

**A RESOLUTION OF THE CUMBERLAND COUNTY
BOARD OF COMMISSIONERS IN SUPPORT OF
THE PROPOSED NORTH CAROLINA CIVIL WAR HISTORY CENTER**

WHEREAS, more than \$2,500,000 in State, local and private monies have been expended over the past eight years toward the creation of the North Carolina Civil War History Center; and

WHEREAS, an independent study projects an economic benefit to the community by the History Center including attracting up to 130,000 new tourists annually, creating more than 200 permanent new jobs, and generating almost \$20,000,000 in new economic activity annually; and

WHEREAS, the development of the \$65,000,000 History Center will serve as a catalyst for major economic development resulting in an increase in property values; and

WHEREAS, the citizens of Fayetteville, Cumberland County, and the State of North Carolina have contributed more than \$6,000,000 toward creation of the History Center; and

WHEREAS, the plans for the Center have been approved by the Department of Natural and Cultural Resources for the State of North Carolina; and

WHEREAS, funds from the State of North Carolina in combination with admissions, rentals, food and beverages, and endowment income will cover the annual operating expenses; and

WHEREAS, the Community can realize all the benefits of the History Center without being responsible for any annual operating expenses since the Center will be owned and operated by the State of North Carolina; and

WHEREAS, State legislative leadership has indicated that it will consider providing significant State monies only after an investment by the City and County governments; and

WHEREAS, budget discussions by local and State legislative leaders will begin in earnest after January 1, 2017;

NOW, THEREFORE, BE IT RESOLVED, the Cumberland County Board of Commissioners does hereby resolve to endorse the Civil War History Center and will commit funding up to \$7.5 million towards the project subject to the following:

- The final results of our 2017 Property Revaluation; and
- Continued review and verification of the projected economic impact; and
- Commitment of matching funds from the City of Fayetteville; and
- Allocation of the entire \$30 million State share by the North Carolina General Assembly in the 2017-2019 biennium budget; and
- The Foundation's successful completion of their private donation campaign through receipt of \$20 million; and
- Utilization of County funding exclusively for construction of the History Center building; and
- County funding being released incrementally on a dollar-for-dollar basis with City, State and private funding.

Cumberland County's commitment of funding for the History Center Project will sunset if construction of the History Center has not commenced by December 31, 2020.

Adopted this 17th day of January, 2017.

Ms. Cannon provided copies of the resolution and reviewed the background information recorded above. Ms. Cannon stated within the resolution are suggested parameters surrounding the County's contribution.

MOTION: Commissioner Lancaster moved to accept the resolution as presented by the county manager in support of the proposed N. C. Civil War History Center.
SECOND: Commissioner Boose
VOTE: UNANIMOUS (7-0)

6. Presentation of Preliminary Hurricane Matthew Response and Recovery Report by Mr. Tracy Jackson, Assistant County Manager

BACKGROUND

Staff has completed an after-action review (AAR) with the cooperation and participation of our partner agencies that responded to Hurricane Matthew this past October. The AAR utilized a survey and face-to-face meetings to uncover strengths, challenges, and recommendations. The information gathered from the AAR will be used to refine and improve emergency response, planning, and training within and across organizations.

RECOMMENDATION/PROPOSED ACTION:

This item is for information only. No further action is requested.

Mr. Jackson reviewed the background information recorded above and presented a summary of the Hurricane Matthew After-Action Review. Mr. Jackson stated 19 to 20 groups participated in the survey utilized as part of the AAR. Mr. Jackson also stated County fire departments were not included in the first phase of the AAR but will be included in the second phase.

Mr. Jackson provided highlights of the following strengths:

- Collaboration
 - Unified Emergency Operations Center (EOC)



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 19, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY CANNON, COUNTY MANAGER

DATE: 9/13/2022

**SUBJECT: NORTH CAROLINA CIVIL WAR & RECONSTRUCTION HISTORY
CENTER PROJECT FUNDING**

BACKGROUND

At the September 8, 2022 Agenda Session, the Board of Commissioners considered a request from the North Carolina Civil War & Reconstruction Center Foundation for a commitment of \$7.5M previously designated for this project through a resolution. That original resolution of support expired on December 31, 2020.

The following motion passed 5-1 at the Agenda Session:

“Approval of \$7.5M contingent upon the City of Fayetteville funding and county legal having the document it needs.”

Specifically, questions arose regarding the state’s commitment to operate the museum and documentation of grant funding from the state. Attached you will find the following documents submitted by the Foundation:

- Resolution formally requesting funding of \$7.5M.
- Resolution stating the Foundation’s intent to gift the History Center to the state upon completion.
- Letter from the Director of the Division of State History Museums, confirming the History Center will become a State Museum, replacing the current Museum of the Cape Fear which is currently a part of the Division of State Museums.
- An excerpt of the state budget showing the allocation of \$59.6M towards construction of the History Center.

- Copy of the contract with the State Office of Budget and Management indicating the allowable use of the funding.

These documents have been reviewed by County Attorney, and satisfy G.S. 153A-437. If the Board should move forward with the \$7.5M appropriation, G.S. 153A-437 requires the Board of Commissioners adopt an ordinance specifically stating what the appropriation is to be used for and requiring the recipient to account for the appropriation at the close of the fiscal year.

RECOMMENDATION / PROPOSED ACTION

Consider the request from the Civil War & Reconstruction History Center Foundation to commit \$7.5M towards construction based upon the additional documentation.

ATTACHMENTS:

Description	Type
Resolution formally requesting funding of \$7.5M	Backup Material
Resolution to Transfer Museum to the State	Backup Material
Letter from Ken Howard	Backup Material
State Budget	Backup Material
Agreement	Backup Material



Resolution

Whereas the North Carolina Civil War History Center Foundation (the Foundation) is recognized by the United States Internal Revenue Service as a support organization for the North Carolina Civil War, Emancipation & Reconstruction History Center; and

Whereas the Foundation leadership has worked diligently since 2012 in developing plans to build, equip, furnish, and create content and exhibits for the \$80,000,000 campus; and

Whereas the Foundation has secured more than \$15 million in support in gifts, pledges, goods, services, and artifacts from North Carolinians across the state; and

Whereas the Foundation has secured a \$59.6 million grant from the State of North Carolina toward the costs of construction of the main facility, its exhibits, and content; and

Whereas the Foundation has been in conversations with and has made many presentations to the Cumberland County Commissioners over the past seven years as the project has progressed; and

Whereas support by both Cumberland County and the City of Fayetteville is vital to the construction of the History Center;

Be it resolved that the Foundation Board of Directors is formally requesting that the Cumberland County Commissioners award the Foundation a one-time grant of \$7.5 million toward the costs associated with building, equipping, furnishing, and creating content and exhibits for the History Center.

Adopted by the Board of Directors on September 15, 2022.

North Carolina

**CIVIL WAR &
RECONSTRUCTION**

HISTORY CENTER

Resolution

Whereas the North Carolina Civil War & Reconstruction History Center Foundation (the Foundation) is recognized by the United States Internal Revenue Service as a support organization for the North Carolina Civil War & Reconstruction History Center; and

Whereas the Foundation secured a direct \$59.6 million grant from the North Carolina General Assembly which can be applied only toward construction of the History Center including its permanent exhibits and content; and

Whereas the Foundation's Board of Directors has performed all the due diligence on the proposed building site including archeological and EPA Phase 2 investigations; and

Whereas the State of North Carolina owns eight (8) parcels that will be directly and indirectly impacted by construction on the proposed site; and

Whereas no construction may take place on parcels owned by the State of North Carolina without its consent; and

Whereas it is the intention of the Foundation to gift the completed building and its campus to the State of North Carolina upon completion.

Be it resolved that the Foundation Board of Directors is seeking a lease with the State of North Carolina which will allow for construction of a facility on its property; and

That it is committed to constructing said building on or near said sites owned by the State of North Carolina.

Adopted by the Board of Directors, March 2, 2022.



NORTH CAROLINA
MUSEUM OF HISTORY

A Smithsonian Affiliate

MAILING ADDRESS

5 East Edenton Street
Raleigh, North Carolina
27601-1011

Phone: 919-814-7000

Fax: 919-733-8655

ncmuseumofhistory.org

Kenneth B. Howard

DIRECTOR

James E. Huebler

CHIEF FINANCIAL OFFICER

State of North Carolina

Roy Cooper

GOVERNOR

Mark Robinson

LIEUTENANT GOVERNOR

Department of Natural
and Cultural Resources

D. Reid Wilson

SECRETARY

Staci Meyer

DEPUTY SECRETARY

ARTS AND ADMINISTRATION



Smithsonian Institution
Affiliations Program

June 14, 2022

Mr. John "Mac" Healy, Chair

NC Civil War & Reconstruction History Center Foundation

Post Office Box 53865

Fayetteville, NC 28305

Dear Mac:

First, thank you for all that you, Mary Lynn Bryan, and the Board of Directors have done to make the NC Civil War & Reconstruction History Center a reality. It has been a long road since the initial State appropriation in 2006 of \$1,000,000 was awarded in planning monies. As you know, since the beginning the State of North Carolina has been a full partner with the Foundation in the planning and development of the History Center. We are pleased that over that same period the State has invested an additional \$64.6 million in its development as evidence of the State's commitment to the History Center.

As we have communicated many times in the past, once complete, the History Center will become a State Museum in the North Carolina Division of State History Museums. The History Center will replace the current Museum of the Cape Fear which is part of the Division of State History Museums and will be managed and operated consistent with the other State history museums. Once construction is satisfactorily completed, the History Center will be transferred to state ownership and will be operated by staff of the Museum of the Cape Fear along with additional staff members that will be added. The Division of State History Museums is part of the North Carolina Department of Natural and Cultural Resources.

We look forward to completion of the third and final phase of construction and the opening of the new History Center. Thank you to everyone for their continued hard work.

Sincerely,

Kenneth B. Howard

Director, Division of State History Museums

CC: Darin Waters

DIVISIONAL MUSEUMS

Museum of the Albemarle - Elizabeth City • Museum of the Cape Fear - Fayetteville
North Carolina Maritime Museum - Beaufort • North Carolina Maritime Museum - Southport
Mountain Gateway Museum - Old Fort • Graveyard of the Atlantic Museum - Hatteras

Conference Report on the Base, Capital and Expansion Budget

		<u>FY 2021-22</u>	<u>FY 2022-23</u>
434 My Kid's Club	Requirements	\$ 1,000,000NR	\$ -
Provides a grant to My Kid's Club for capital needs.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 1,000,000	\$ -
	FTE	-	-
435 Myrover-Reese Fellowship Homes, Inc.	Requirements	\$ 1,000,000NR	\$ -
Provides a grant to Myrover-Reese Fellowship Homes, Inc. for repairs and expansion of facilities.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 1,000,000	\$ -
	FTE	-	-
436 NC Civil War & Reconstruction History Center	Requirements	\$ 29,800,000NR	\$ 29,800,000NR
Provides a grant to the North Carolina Civil War & Reconstruction History Center Foundation for construction of the North Carolina Civil War History Center.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 29,800,000	\$ 29,800,000
	FTE	-	-
437 NC Lions Club Vans	Requirements	\$ 194,604NR	\$ -
Provides a grant to North Carolina Lions, Inc. for new eye and hearing screening vans.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 194,604	\$ -
	FTE	-	-
438 NC FFA Center	Requirements	\$ 1,500,000NR	\$ -
Provides a grant to the NC FFA to renovate the NC FFA Center.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 1,500,000	\$ -
	FTE	-	-
439 NC Marine Industrial Park	Requirements	\$ 22,000NR	\$ -
Provides a grant to the NC Marine Industrial Park Authority for capital improvements at the Wanchese Marine Industrial Park.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 22,000	\$ -
	FTE	-	-
440 Nine Mile Fire Department	Requirements	\$ 30,000NR	\$ -
Provides a grant to Nine Mile Fire Department, Inc. for fire safety equipment.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 30,000	\$ -
	FTE	-	-
441 NC WWI Memorial	Requirements	\$ 30,000NR	\$ -
Provides funding to the Department of Natural and Cultural Resources for a WWI veterans memorial by the North Carolina National Guard Museum Foundation.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 30,000	\$ -
	FTE	-	-
442 Neighbors Feeding Neighbors Kitchen	Requirements	\$ 75,000NR	\$ -
Provides a grant Neighbors Feeding Neighbors Food Ministry for a commercial kitchen.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 75,000	\$ -
	FTE	-	-
443 North Carolina Troopers Association Mobile Commissary	Requirements	\$ 750,000NR	\$ -
Provides a grant to the North Carolina Troopers Association for an emergency mobile commissary.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 750,000	\$ -
	FTE	-	-
444 North Carolina's Southeast Economic Development	Requirements	\$ 5,000,000NR	\$ -
Provides a grant to North Carolina's Southeast Economic Development for capital improvements.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 5,000,000	\$ -
	FTE	-	-
445 North Wilkesboro Farmers Market	Requirements	\$ 50,000NR	\$ -
Provides a grant to the Town of North Wilkesboro for capital improvements at the farmers market.	Less: Receipts	\$ -	\$ -
	Net Change	\$ 50,000	\$ -
	FTE	-	-

North Carolina Office of State Budget and Management

Contract # 30681

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and North Carolina Civil War History Center Foundation
(the "RECIPIENT") (referred to collectively as the "Parties").

1. EFFECTIVE TERM:

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2021 through June 30, 2023. The PARTIES' duties of record-keeping, monitoring, reporting and auditing continue thereafter as provided below.

2. RECIPIENT'S DUTIES:

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2021-180, as amended by S.L. 2021-189. The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2021-180, as amended by S.L. 2021-189. (See Appendix A).

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed \$29,800,000.00.

The RECIPIENT acknowledge they have provided the following additional documentation:

- a. Internal Revenue Service W-9 form (includes address, Tax ID) MT ^{DS}
- b. Electronic Payment Form & Supporting Document MT ^{DS}
- c. Scope of Work – Appendix A MT ^{DS}
- d. Policy addressing conflicts of interest MT ^{DS}
- e. **Sworn** Statement of no overdue tax debts MT ^{DS}

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2021-180, Section 5.2; 5.3; and 40.8 as amended by S.L. 2021-189.

The RECIPIENT shall ensure:

- a. Funds are used for nonsectarian, nonreligious purposes only.
- b. No more than \$120,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.

- c. Interest earnings on funds shall be used for the same purposes for which the grant was made.
- d. Submission of quarterly reports on financial and performance progress. This shall include financial and performance progress of the RECIPIENT and all SUB-RECIPIENTS.
- e. Compliance with 9 N.C.A.C. Subchapter 3M.0205.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

3. AGENCY'S DUTIES & PAYMENT PROVISIONS:

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2021-180, as amended by S.L. 2021-189, comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

- a. Upon execution of this contract and the RECIPIENT's submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full amount as identified in the scope of work within 30 days.
- b. Develop RECIPIENT quarterly financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
 - i. Certify that funds received or held were used for the intended purpose.
 - ii. Provide an accounting for funds received, interest earned, funds expended.
 - iii. Provide activities, accomplishments and performance measures.
 - iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
 - v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
- c. Provide a secure method for submitting financial and performance reports.
- d. Conduct financial and performance monitoring until the contract is completed.
- e. Extend the term of this contract, if necessary, as funds will not revert until expended or the particular project has been completed for SCIF Grants.

4. FUNDS MANAGEMENT:

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

- a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
- c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract.

d. If eligible, the RECIPIENT and all subrecipients shall:

- i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
- ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The RECIPIENT agrees to submit the required quarterly report on or before the 10th day following the end of each quarter. The first report is due on or before April 10, 2022 to the AGENCY. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT and all SUB-RECIPIENT information and shall be submitted as prescribed the the AGENCY.

RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

RECIPIENTS and SUB-RECIPIENTS receiving \$500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provide to the AGENCY no later than nine months after the end of the RECIPIENTS fiscal year. This report shall be submitted as prescribed by the AGENCY. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

6. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

RECIPIENT and AGENCY Point of Contact	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: C.C. Winslow Email: cc@nccivilwarcenter.org Fiscal year end MONTH: June	Bessie D'Souza NC Office of State Budget and Management 116 West Jones Street, 5 th Floor Raleigh, NC 27603 Direct Phone: 984-236-0600 Email: SCIFGrantsNC@osbm.nc.gov

7. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

8. TAXES:

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

10. COMPLIANCE WITH LAW:

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

11. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

RECIPIENT NAME

DocuSigned by:

 1F2687E90A22413...

2/18/2022

Signature

Date

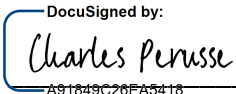
John McDonald Healy

Chair of the Foundation Board of
Directors

Printed Name

Title

NC OFFICE OF STATE BUDGET AND MANAGEMENT

<div>DocuSigned by:  <small>A91849C26EA5418...</small></div>	2/18/2022
Signature	Date

Charles Perusse	State Budget Director
Printed Name	Title



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 5/30/2025

SUBJECT: EQUALIZATION AND REVIEW BOARD (1 VACANCY)

BACKGROUND

Tracey Henderson was appointed by the Board of Commissioners to serve on the Cumberland County Board of Equalization and Review but due to her recent appointment by Governor Josh Stein as Cumberland County District Court Judge she has resigned from this position.

The Cumberland County Board of Equalization and Review recommends **Marva Lucas-Moore** for appointment to this position.

The current membership roster for the Board of Equalization and Review is attached.

RECOMMENDATION / PROPOSED ACTION

Please appoint an individual to fill the position above.

ATTACHMENTS:

Description

Equalization and Review Board Membership Roster

Type

Backup Material

EQUALIZATION AND REVIEW BOARD

3 Year Term

(All terms expire in March with no more than five expiring in the same year; consistent with the resolution establishing the board as adopted by the Board of Commissioners on September 5, 1989.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>Appraiser</u>				
Frank Leader (W/M) 4259 Huntsfield Road Fayetteville, NC 28313 910-977-0978 Frankl.solidoak@nc.rr.com	4/25	1st	Apr/28 4/30/28	Yes
<u>At Large</u>				
Tracey Lavelle Henderson (B/F) 3309 McCoy Cross Fayetteville, NC 28311 616-802-2721(M)/910-779-0389(W) attorneythenderson@thehendersonfirm.net	4/25	2nd	Apr/28 4/30/28	No
Mark Knight (W/M) 409 Mirror Lake Place Fayetteville, NC 28303 910-391-1577/485-8855 mark@yourepicenter.com	3/24	1st	Mar/27 3/31/27	Yes
Rodney Sherrill (W/M) 2220 Winterlochen Road Fayetteville, NC 28305 910-978-1010 (M/W) Rodney@rodneysherrill.com *Second Vice Chair*	4/25	2nd	Apr/28 4/30/28	No
<u>Businessman</u>				
Leonard Hedgepeth (B/M) 3517 Thamesford Road Fayetteville, NC 28311 910-978-9430 lhedgepeth@gmail.com	3/24	1st	Mar/27 3/31/27	Yes
<u>Farmer</u>				
Jackie Lewis (W/M) 6838 Tabor Church Road Fayetteville, NC 28312 910-309-6232 NO EMAIL ADDRESS PROVIDED	3/24	1st	Mar/27 3/31/27	Yes

(All terms expire in March with no more than five expiring in the same year; consistent with the resolution establishing the board as adopted by the Board of Commissioners on September 5, 1989.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>Home Builder</u>				
Jassan Maranhas (H/M) 6609 Surrey Road Fayetteville, NC 28306 977-0709/705-6093 rscjassan@gmail.com	3/24	2nd	Mar/27 3/31/27	No
<u>Industrialist</u>				
William E. Holland (W/M) 1998 Dawnview Place Fayetteville, NC 28304 910-867-3284/910-308-4987 Hollanwel@aol.com , *First Vice Chair*	4/25	2nd	Apr/28 4/30/28	No
<u>Real Estate Agent/Broker</u>				
George Turner (W/M) 1012 Cain Rd Fayetteville, NC 28303 484-4069/263-0803/221-4095 Georgeturner1300pamalee@gmail.com *Chairman*	3/24	2nd	Mar/27 3/31/27	No

Chairman: George Turner

1st Vice Chairman: William Holland

2nd Vice Chairman: Rodney Sherill

Meetings: 2nd Wednesday of every month – 3:00 PM (except July)
Courthouse – Room 564
(No meetings in July)

Contact: Joe Utley/Lauren Smith 678-7540



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 6/9/2025

**SUBJECT: APPROVAL OF SERVICE AGREEMENT FOR ASSET MANAGEMENT
AND FINANCIAL PLAN FOR NORCRESS**

BACKGROUND

At the October 21, 2024, Board of Commissioners meeting the board accepted the selection of Freese and Nickels, Inc. as the best qualified firm to assist the Northern Cumberland Regional Sewer System better known as NORCRESS with engineering services for asset management and financial planning, 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 following tasks:

- 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 agreement amount shall not exceed \$400,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until January 31, 2026. This project is funded through a state ARPA Grant and funding for this project is available within NORCRESS Capital Outlay BR#250302.

RECOMMENDATION / PROPOSED ACTION

1. Approve the Service Agreement with Freese and Nickels, Inc. in the amount of \$400,000.

2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

ATTACHMENTS:

Description

Type

Service Agreement

Backup Material

PROFESSIONAL SERVICES AGREEMENT

STATE OF NORTH CAROLINA §

COUNTY OF CUMBERLAND §

This Agreement is entered into by Cumberland County, NC (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Asset Management and Financial Plan for the Northern Cumberland Regional Sewer System Water and Sewer District (NORCRESS) wastewater system.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$400,000.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of North Carolina. Venue of any legal proceeding involving this Agreement shall be in Cumberland County, North Carolina.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is 18TH MARCH, 2025.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CUMBERLAND COUNTY, NC

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

FREESE AND NICHOLS, INC.

By: Brian T. White
Name: BRIAN T. WHITE, PE
Title: PRINCIPAL/VICE PRESIDENT
Date: 1-23-2025
Attest: [Signature]

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) understands that Cumberland County (County) requires assistance in completing an Asset Management and Financial Plan for the Northern Cumberland Regional Sewer System Water and Sewer District (NORCRESS) wastewater system.

The NORCRESS system is a regional system created as a partnership among Cumberland County and the towns of Wade, Godwin, and Falcon. The system was constructed to address failing septic tanks in the rural, low-income communities located in the northern quadrant of Cumberland County east of the Cape Fear River and adjacent to Interstate-95. The system was placed into service in October 2005 and currently provides sewer to 395 residential and commercial customers. The NORCRESS service area is roughly 3.69 square miles in total. The existing NORCRESS sewer system consists of four lift stations, 21 miles of gravity main, and 14 miles of force main. Wastewater from the NORCESS sewer system ultimately flows into facilities owned by the Fayetteville Public Works Commission (PWC) under an interlocal agreement among PWC, NORCRESS, Cumberland County's Eastover Sanitary District (ESD), and the Cumberland County Board of Education (CCBE). Flow from these entities is pumped across the Cape Fear River to PWC's Cross Creek Water Reclamation Facility (WRF). Under an agreement between the County and PWC, PWC operates and maintains the NORCRESS collection system. PWC also maintains a wastewater system model of the entire drainage basin, which includes NORCRESS.

FNI will assist the County in the development of the NORCRESS Asset Management and Financial Plan project (Project) that will aid in quantifying the long-term operation, maintenance, rehabilitation, and replacement requirements of the existing NORCRESS system to bolster resiliency and avoid unplanned expenses such as those now occurring at the pump stations. The Project will comply with the American Infrastructure Act (AIA) requirements outlined by the North Carolina Department of Environmental Quality (NC DEQ) Division of Water Infrastructure (DWI) for Grant Number AIA-W-ARP-0285.

ARTICLE I

BASIC SERVICES: FNI, and its subcontractors, shall render the following professional services in connection with the development of the Project:

Project Management (PM)

FNI will coordinate project management, quality assurance and quality control, and data collection and review to manage the Project.

A. Project Management: FNI will provide planning, monitoring, and control of the Project, as well as team coordination and project administration. FNI will provide monthly invoices and one-page reports describing the work completed that corresponds with **Tasks 1 – 7** (detailed below) to fulfill DWI AIA grant requirements.

B. Quality Assurance and Quality Control: FNI will provide Quality Assurance and Quality Control (QA/QC) review of collected data, planning, and documentation for the Project. FNI's senior advisor(s) will provide Project guidance and review of all deliverables.

C. Project Kickoff Meeting: FNI will meet (in-person) with the County to review the Project scope, schedule, and team. FNI will also present a data request for items necessary for completion of **Tasks 1 – 7** which is detailed below. Some of the items FNI may already have and that will be confirmed with the data request.

- Wastewater collection system (gravity main, force main, LS, manhole, ARV) GIS data
- Lift Station (LS) and force main as-built drawings
- Lift Station pump curves and drawdown test data (spreadsheet)
- Wastewater work order history (GIS or spreadsheet with address/GPS location)
- Sanitary Sewer Overflow (SSO) locations (GIS or spreadsheet with address/GPS location)
- Recent condition and criticality assessments for linear assets (gravity main, force main) and vertical assets (LS, manhole, air release valve)
- Recent sanitary sewer evaluation studies (SSES)
- Existing Operations and Maintenance (O&M) plan
- Existing Capital Improvement Plan (CIP) and projects under-construction or in-design
- Wastewater hydraulic model
- Growth and wastewater flow projections for the next 10-years (GIS with magnitude and spatial distribution)
- Near-term development data for the next 10-years (GIS with magnitude and spatial distribution)
- Existing water distribution system CIP and/or recent water system studies
- Existing transportation CIP and/or recent Interstate 95 (I-95) planning studies
- LS SCADA (spreadsheet)
- Water meter billing data (GIS or spreadsheet with address/GPS location) for wastewater customers
- PWC flow meter and billing data for NORCRESS
- Temporary flow meter data (spreadsheet of 15-min data with meter address/GPS location)
- Rain gauge data (spreadsheet of 15-min data with meter address/GPS location)
- County advanced meter infrastructure (AMI) deployment plan
- Existing staffing data
- Existing water and sewer rates
- Existing System Development Fee Study
- Other pertinent data

PM Meetings:

- Project Kickoff (in-person)

PM Deliverables:

- Monthly invoices and project progress reports (PDF via email)
- Data Request (spreadsheet)

PM Assumptions:

- The Project schedule will follow **ARTICLE IV**
- The Project invoices and progress reports will list effort per **Task 1 – 7** (detailed below)
- The County will provide all data request items within 30-days of the Project Execution to meet the schedule of **Tasks 1 – 7** (detailed below)

AIA Scope

FNI will coordinate completion of **Tasks 1 – 7** in accordance with the AIA Scope the County is maintaining with DWI for Grant Number AIA-W-ARP-0285.

Task 1: Comprehensive Summary of Assets

1.A Evaluate Existing Wastewater Collection System GIS and Asset Data

FNI will perform a gap analysis to evaluate the existing NORCESS wastewater collecting system. The gap analysis will include linear assets (gravity main, force main) and vertical assets (LS, manhole, air release valve). FNI will review existing GIS data, LS and force main as-built drawings, LS pump curves and drawdown tests, work order and SSO history, condition and criticality assessments, and SSES.

The gap analysis will identify what required fields in the *Guidance Document for AIA Table B-2: Asset Inventory Format Template* (Template) are available or missing. FNI will coordinate one meeting (virtual) with the County to review the gap analysis and discuss steps to complete the Template. Steps to complete the Template may include:

- A Risk Based Assessment (RBA) to rate each asset on condition, criticality, and risk
- Any data collection required identified through the gap analysis requiring field services to collect detailed information on asset locations, attributes, and condition will be additional services.

FNI will submit a draft Template to the County for one round of comments. FNI will incorporate County comments and prepare a final Template as part of the Draft AIA Report.

1.B Develop a GIS Wastewater Asset Inventory

The data from **Task 1.A** and the Template will be used to develop a GIS geodatabase of wastewater assets. FNI will coordinate one meeting (virtual) with the County to review the GIS geodatabase. FNI will provide training materials (PDF) that document how the County can update the GIS geodatabase. FNI will also provide maps (PDF) of the existing NORCESS wastewater system with the assets from this task and the RBA results.

Task 1 Meetings:

- Wastewater Asset Gap Analysis Review (virtual)

Task 1 Deliverables:

- Draft *Guidance Document for AIA Table B-2: Asset Inventory Format Template* (spreadsheet)
- GIS geodatabase of wastewater assets (geodatabase file)
- Training materials (PDF) that documents how the County can update the GIS geodatabase
- Map of existing wastewater system and RBA results (PDF)

Task 1 Assumptions:

- FNI will not gather or perform a gap analysis on data beyond what supports the required fields in the *Guidance Document for AIA Table B-2: Asset Inventory Format Template*
- The GIS geodatabase will capture all required fields in the *Guidance Document for AIA Table B-2: Asset Inventory Format Template* and maintain existing County GIS fields
- FNI will use the RBA developed as part of **Task 1** to inform CIP projects in **Task 2**.

Task 2: Capital Improvement Plan**2.A Evaluate the Wastewater Collection System and Identify Capacity Projects****2.A.1 Existing Model Development**

FNI will utilize the County's existing wastewater hydraulic model (received in 2021) and the GIS geodatabase of wastewater assets from **Task 1** to develop an updated wastewater hydraulic model. The model will be developed in InfoWorks ICM with all gravity, LS, and force mains. FNI will use the gravity invert data from the 2021 model. FNI will update the force main profiles in the model. FNI will use available ground contour data to assign elevations to modeled manholes and air release valves (ARVs). FNI will utilize LS as-built drawings, pump curves, drawdown test data, and SCADA to model the LS. FNI will model the Wade 2 #90 LS discharge point as a free outfall to represent flow transferred to PWC. FNI will coordinate one meeting with the PWC modeling team to discuss questions on model data and setup. If the PWC modeling team has a more recent version of the County's wastewater hydraulic model, then FNI will utilize that model then proceed with the necessary updates described in this Task.

2.A.2 Existing Wastewater Flow Allocation

If PWC does not have a more recent hydraulic model with recent average dry weather wastewater flows, then FNI will proceed with developing and allocating existing wastewater flows. FNI will utilize water meter billing data for wastewater customers to load existing customer flows at the water meter's GIS location and assign them to the nearest modeled manhole. FNI will not apply diurnal patterns to the water customers.

2.A.3 Existing System Analysis

FNI will utilize the existing system model from **Task 2.A.2** to analyze existing capacity restrictions in gravity mains, LS, and force mains. FNI will conduct analysis using a Steady State hydraulic simulation with a peaking factor based on a historical review of wet weather flow monitoring data.

To identify capacity restrictions, FNI will utilize the following design criteria for model-predicted results: flow level in gravity within 3-feet (ft) of the manhole rim, influent flow to a LS over 10% higher than the LS's firm capacity (capacity with the largest pump of service), and force main velocities greater than 8 feet per second (fps) for LS identified for upsize. FNI will coordinate one meeting (virtual) with the County to review the existing system verification results and discuss any model-predicted or observed capacity restrictions.

2.A.4 Existing Capacity Projects

To size recommended capacity projects, FNI will utilize the following sizing criteria using model-predicted results: smallest common gravity main diameter to convey peak flow (wet weather flow) at 80% or less than pipe full capacity at velocities greater than 2 fps, LS firm pumping capacity handles peak influent flow without upstream capacity restriction and wet well maintains active storage volume based on pump allowable cycle time, and smallest common force main diameter to maintain peak flow velocities within 4 to 6 fps. FNI will submit draft mapping (PDF) and a list (spreadsheet) of the proposed existing capacity projects to the County for one round of comments. FNI will incorporate County comments when preparing **Task 2.E**.

2.B Evaluate the Future Wastewater Collection System and Identify Capacity Projects

2.B.1 Future System Analysis

FNI will develop a future wet weather model scenario with the 10-Year projections from **Task 4**, wet weather peaking factor from **Task 2.A.3**, and any County under-construction or in-design CIP projects. FNI will incorporate up to 5 under-construction or in-design projects based on as-built drawings provided by the County that indicate LS capacity or pipe sizes and inverts as necessary. FNI will utilize the design criteria from **Task 2.A.4** to identify future system capacity restriction. FNI will coordinate one meeting (virtual) with the County to review the future system analysis results and discuss any model-predicted capacity restrictions.

2.B.2 Future Capacity Projects

To size recommended capacity projects, FNI will utilize the sizing criteria from **Task 2.A.5**. FNI will submit draft mapping (PDF) and a list (spreadsheet) of the proposed future capacity projects to the County for one round of comments. FNI will incorporate County comments when preparing **Task 2.E**.

2.C Develop Rehabilitation and Replacement Projects from Task 1

FNI will use the RBA from **Task 1** to develop rehabilitation and replacement projects for high risk assets. FNI will submit draft mapping (PDF) and a list (spreadsheet) of the proposed rehabilitation and replacement projects to the County for one round of comments. FNI will incorporate County comments when preparing **Task 2.E**.

2.D Develop Flow Reconciliation Projects from Task 5

FNI will use the flow reconciliation analysis from **Task 5** to develop projects to further assess and improve flow measurement from NORCRESS to PWC. FNI will provide a list (spreadsheet) of the proposed flow reconciliation projects to the County for one round of comments. FNI will incorporate County comments when preparing **Task 2.E**.

2.E Develop a 10-Year CIP with Opinions of Probable Construction Cost and Project Prioritization

FNI will develop a 10-Year CIP based on the proposed Projects from **Task 2.A.4**, **Task 2.B.2**, **Task 2.C**, and **Task 2.D**. CIP projects will include opinions of probable construction cost (OPCC) in accordance with *Guidance Document for AIA Section 5*, which specifies that cost estimates are Class 5 – Planning Level estimates as defined by the Association for the Advancement of Cost Engineering International (AACEI). CIP projects will be prioritized based on risk factors from **Task 1**. FNI will prepare a draft CIP project list with prioritization factors and scoring. FNI will coordinate one meeting (virtual) to review the draft CIP project OPCC and prioritization with the County. FNI will incorporate one round of County comments after the meeting. FNI will submit a draft *Memorandum – CIP* (Word, PDF) and a draft CIP project list with prioritization factors and scoring (spreadsheet) to the County for one round of comments. FNI will incorporate County comments in the Draft AIA Report.

Task 2 Meetings:

- Model Development Review with PWC (virtual)
- Existing System Analysis Review (virtual)
- Future System Analysis Review (virtual)
- 10-Year CIP OPCC and Prioritization Review (virtual)

Task 2 Deliverables:

- Draft *Memorandum – CIP* (Word, PDF)
- Draft CIP project list with prioritization factors and scoring (Spreadsheet)

Task 2 Assumptions:

- FNI will not collect flow metering or rain gauge data as part of this task.
- FNI will utilize the hydraulic model received in 2021 or a more recent hydraulic model that PWC provides to develop the existing system model for system analysis.
- FNI will not calibrate or validate the received hydraulic model. The updated hydraulic model will be used for capacity analysis and CIP project development without comparison to flow metering data.

Task 3: Operation and Maintenance (O&M) Plan

FNI's subconsultant, HDR, will develop an O&M plan that will include identifying the current program implementation tasks and schedules as well as specific program gaps or areas for improvements. Estimates of staffing requirements will be included as part of **Task 6**. The project team will submit a draft *Memorandum – O&M* (Word, PDF) that will include the current O&M activities, recommended changes in O&M practices, and cost estimates to support the O&M activities for the next ten (10) years.

Task 3 Meetings:

- None included as part of this task

Task 3 Deliverables:

- Draft *Memorandum – O&M* (Word, PDF)

Task 3 Assumptions:

- The County will provide the current O&M program including tasks and schedules.

Task 4: Policy and Land Use Review

FNI's subconsultant, HDR, will review and utilize near term development information and other growth projections provided by the County to validate existing growth forecast data and corresponding flow projections. The project team will submit a draft *Memorandum – Policy and Land Use Review* (Word, PDF) that will provide information to coordinate land use planning with utility planning in conjunction with transportation and other investments in the I-95 corridor served by the system.

Task 4 Meetings:

- None included as part of this task

Task 4 Deliverables:

- Draft *Memorandum – Policy and Land Use Review* (Word, PDF)

Task 4 Assumptions:

- FNI will use the 10-year projections developed as part of **Task 4** to inform CIP projects in **Task 2**.
- The County will provide available development information and other growth projections prepared by others.

Task 5: Flow Reconciliation**5.A Existing Flow Reconciliation Analysis**

FNI will evaluate existing flows and develop a mass balance to compare wastewater customer flow to LS pumped flow to PWC metered flows. The wastewater customer flows will be developed by applying a return rate to water meter billing data for wastewater customers. The LS pumped flow will be calculated from LS

SCADA and/or flow meter data directly upstream of the LS. The PWC metered flows will be provided by PWC. FNI will develop a mass balance using data as available from the last 3 years.

5.B Flow Reconciliation Dashboard

FNI will develop a dashboard in Excel or Power BI (Dashboard) that inputs the source data from **Task 5.A** and displays it in a flow schematic with mass balance calculations. FNI will coordinate one meeting (virtual) with the County to review the Dashboard and discuss opportunities to further assess and improve flow measurement from NORCRESS to PWC that will be incorporated in **Task 2**. FNI will address one round of comments from the County on the Dashboard aesthetic and functionality. FNI will incorporate the County's comments and submit a final Dashboard to the County along with training documentation (PDF) on how to update the Dashboard with new source data.

Task 5 Meetings:

- Flow Reconciliation and Dashboard Review Meeting (virtual)

Task 5 Deliverables:

- Flow Reconciliation Dashboard (Excel or Power BI)
- Training materials (PDF) that documents how the County can update the Dashboard

Task 5 Assumptions:

- FNI will not collect flow metering data as part of this task.
- FNI will use the flow reconciliation developed as part of **Task 5** to inform CIP projects in **Task 2**.

Task 6: Staffing and Resources Review

FNI's subconsultant, HDR, will complete a staffing and resources review beginning with an analysis of the department's existing structure and staff duties including interviews with staff engaged in utility operations management to identify core functions for each operations work group. It will also include details such as work group composition/organization, challenges to delivering these functions, work group strengths, and potential areas for improvement. The staffing and resources review will analyze the origins of the current utility operations organization, finance/budget factors which influence organizational structure, and provide comparisons with peer utilities to illustrate possible alternatives to enhance the organization's effectiveness. FNI will submit a draft memorandum that will include the current O&M activities, resulting O&M staffing needs, and cost estimates to support the O&M activities for the next ten (10) years.

Task 6 Meetings:

- Up to 4 interviews (virtual) with County staff

Task 6 Deliverables:

- *Draft Memorandum – Staffing and Resources Review* (Word, PDF)

Task 6 Assumptions:

- County staff will attend project meetings and interviews to provide insights into utility operations.

Task 7: Rate Study

7.A Revenue Requirement Analysis

Develop the revenue requirement (financial plan) for a 10-year period to develop proposed revenues (rates) that generate sufficient revenue to support operating and capital needs of the wastewater system. The revenue requirement can be developed for up to three alternatives/scenarios based on overall O&M and

capital funding needs. FNI's subconsultant, HDR, will collaborate with the County to develop the capital funding analysis. This task will incorporate the results of the System Development Fee Study (prepared by others) to consider the overall financial needs of the water system. The analysis will include a review of financial metrics (e.g., debt service coverage, reserve levels). The final wastewater revenue requirement will be developed and provided to the County for review.

7.B Cost of Service Analysis

A cost-of-service analysis will be developed based on industry standard approaches and the County's wastewater system and customer characteristics. This analysis will evaluate the equity between the current rates and each customer class of service (e.g., residential, commercial, industrial). A final cost of service analysis will be developed and provided to the County for review.

7.C Rate Design Analysis

Proposed rates will be developed for up to a five-year period based on the results of the revenue requirement and cost of service analyses. Up to three rate structure alternatives will be evaluated for each customer class of service, with rates to be applicable across the County's entire wastewater system. A bill comparison will be developed for each rate alternative to compare the impact to customers at various levels of consumption.

Under **Task 7**, FNI's subconsultant, HDR, will utilize a generally accepted rate-setting methodology, as outlined by the *American Water Works Association (AWWA) M1 Manual, Principles of Utility Rates, Fees and Charges*. As a part of **Task 7**, HDR will hold up to three virtual/in-person project meetings with the County to review the draft results of the revenue requirement analysis, cost of service analysis, rate design analysis, and rate structure alternatives. Based on the review and discussion, modifications will be made and draft wastewater rates will be prepared. The draft rates will be provided to the County for one round of comments. FNI will incorporate County comments in the Draft AIA Report.

Task 7 Meetings:

- Up to 3 virtual one-hour meetings to review draft results

Task 7 Deliverables:

- Cost-based water rate analysis

Task 7 Assumptions:

- The County will assist in clarifying the data and assumptions of the draft analysis.

AIA Report

A. Draft Report: FNI will prepare a Draft AIA Report that summarizes the findings from **Tasks 1 – 7** and incorporates any feedback on draft memorandums and deliverables previously shared with the County for review. FNI will submit the Draft AIA Report (Word, PDF) to the County for one round of comments. At the same time, FNI will also submit the Draft AIA Report (PDF) to DWI. FNI will coordinate one meeting (virtual) with the County to discuss Draft Report comments. FNI will also coordinate one meeting (virtual) with the County and DWI to discuss Draft Report comments.

B. Final Report: FNI will prepare a Final AIA Report that incorporates County and DWI comments from the Draft Report. FNI will submit the Final AIA Report (PDF) to the County and to DWI.

C. Presentation to County Board: FNI will prepare a presentation (PPT) for the County to present to the Board and attend 1 Board meeting to answer any questions.

AIA Meetings:

- Draft Report Review Meeting (virtual)
- County Board Meeting

AIA Deliverables:

- Draft Report (Word, PDF) to County
- Draft Report (PDF) to DWI
- Final Report (PDF) to County
- Final Report (PDF) to DWI
- GIS geodatabase of wastewater assets (geodatabase file) from **Task 1** to DWI

COMPENSATION

County agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$400,000 as detailed by Task in the breakdown below:

Task	Fee
Task 1: Comprehensive Summary of Assets	<u>\$70,000</u>
Task 2: Capital Improvement Plan	<u>\$116,000</u>
Task 3: Operation and Maintenance Plan	<u>\$37,000</u>
Task 4: Policy and Land Use Review	<u>\$30,000</u>
Task 5: Flow Reconciliation	<u>\$28,000</u>
Task 6: Staffing and Resources Review	<u>\$30,000</u>
Task 7: Rate Study	<u>\$89,000</u>
Total Project Budget	\$400,000

SCHEDULE

Task	Feb. 2025	Mar. 2025	Apr. 2025	May 2025	Jun. 2025	Jul. 2025	Aug. 2025	Sep. 2025	Oct. 2025	Nov. 2025	Dec. 2025	Jan. 2026
Project Management												
Task 1: Comprehensive Summary of Assets												
Task 2: Capital Improvement Plan												
Task 3: Operation and Maintenance Plan												
Task 4: Policy and Land Use Review												
Task 5: Flow Reconciliation												
Task 6: Staffing and Resources Review												

Task 7: Rate Study												
AIA: Draft Deliverable												
AIA: Final Deliverable												
AIA: Board Presentation												

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project: N/A

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services: N/A.

ARTICLE IV

TIME OF COMPLETION: See the **Schedule**. Deliverables will be completed in accordance with the AIA Scope the County is maintaining with DWI for Grant Number AIA-W-ARP-0285.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property to which the County has lawful access as required for FNI to perform services under this Agreement.

- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- F. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require, subject to the understanding and mutual agreement that any attorney employed or retained by the County shall represent solely and exclusively the County in connection with this project, or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- G. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- H. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- I. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Amy Hall

698 Ann Street
Fayetteville, NC 28301
910-678-7637

FNI's Designated Representative – Sam Beavans

1017 Main Campus Dr., Ste 1200
Raleigh, NC 27606
919-582-5855

FNI's Accounting Representative – Kim Cruz

1000 Ashely Dr., Suite 100
Tampa, FL 33602
813-939-3871

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. ~~To the fullest extent permitted by law, Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom.~~ FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof. Per attached email dated 6/3/25 JH
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers' Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate
5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to Client and in acceptance of Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. ~~To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation.~~ FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

Per attached email
dated 6/13/25
JK

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where Client is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

Contract Signature Page
Freese and Nichols, Inc.
Contract #: 2025478
Amount: \$400,000

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."

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.

CUMBERLAND COUNTY

ATTEST

BY: _____
Andrea Tebbe, Clerk

BY: _____
Kirk deViere, Chairman
Cumberland County Board of Commissioners

FREESE AND NICHOLS, INC.

ATTEST

BY: Sam Beavans
Sam Beavans, PE
Project Manager

BY: Brian T. White
Brian T. White, PE
Principal / Vice President

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

BY: Robin M Koonce
County Finance Director

Approved for Legal Sufficiency upon formal execution by all parties.

BY: 6/9/25
County Attorney's Office
subject to approval
by the BOC



**NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS**

4601 Six Forks Rd Suite 310
Raleigh, North Carolina 27609

Freese and Nichols, Inc.
801 Cherry Street, Ste 2800
Fort Worth, TX 76102

This is to Certify that:

Freese and Nichols, Inc. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice **engineering** 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, 2025

License No. : C-3916



**THE NORTH CAROLINA BOARD OF
EXAMINERS FOR ENGINEERS
AND SURVEYORS**

Executive Director

POST IN PLACE OF BUSINESS

Issued 06/13/2024

Attachment A



REQUEST FOR QUALIFICATIONS (RFQ)

Asset Management and Financial Plan for NORCRESS

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications that are experienced with water and wastewater utility strategic asset management and financial planning. The Northern Cumberland Regional Sewer System better known as NORCRESS, was created as a partnership between the three towns of Godwin, Falcon, and Wade as well as Cumberland County to provide sanitary sewer to the residents. The system went online October 2005 and currently serves three hundred and ninety-five (395) residential and commercial customers. Cumberland County owns the system and contracts with Public Works Commission (PWC) to treat the sewer and perform the operation and maintenance work for the system. The system has 78,692 feet of force main and four lift stations.

Assets are currently managed by a mix of spreadsheets, ArcGIS, paper files and individual expertise. NORCRESS lacks a Comprehensive Asset Management and Financial Plan (Plan) to proactively reduce the risk of infrastructure failure and plan for future conditions. The Plan will help address the three main challenges of NORCRESS including the impending risk of infrastructure failure, public health and compliance issues, and balancing the financial viability of NORCRESS and sewer affordability for communities in the NORCRESS service area. The County has obtained a grant from NCDEQ, project number AIA-W-ARP-02585 for a NORCRESS asset management and Financial Plan. The plan shall be consistent with DWI's AIA guidance document. The project shall complete statutory requirements for units designated as distressed.

SCOPE OF WORK

The project is expected to include the following items:

- 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 Plan should be in a reader-friendly document with an emphasis on maps, charts, photos, graphics and tables to convey information rather than using lengthy text. The Plan should be formatted in such a way that it is easy to update on a routine basis.

MINIMUM QUALIFICATIONS

1. The respondent shall have a minimum of 5 years of experience in water and wastewater system design. The respondent shall have successfully completed an AIA guidance document in accordance with DWI's requirements.
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 www.SAM.gov 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.

The RFQ, including all addenda and attachments for this RFQ, may be viewed, printed or downloaded from the County's website at <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx>. All interested firms are responsible for checking this website for the issuance of any addenda prior to submitting a proposal.

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, Tuesday, Sept 24, 2024**. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

**Cumberland County Public Utilities Department
Attention: Amy Hall, Public Utilities Project Manager
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 Project Manager, by e-mail to ahall@cumberlandcountync.gov, no later than **2:00 PM, Tuesday, Sept 17, 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 - Asset Management and Financial Plan for NORCRESS
Total Max Points (Per Vendor) 100

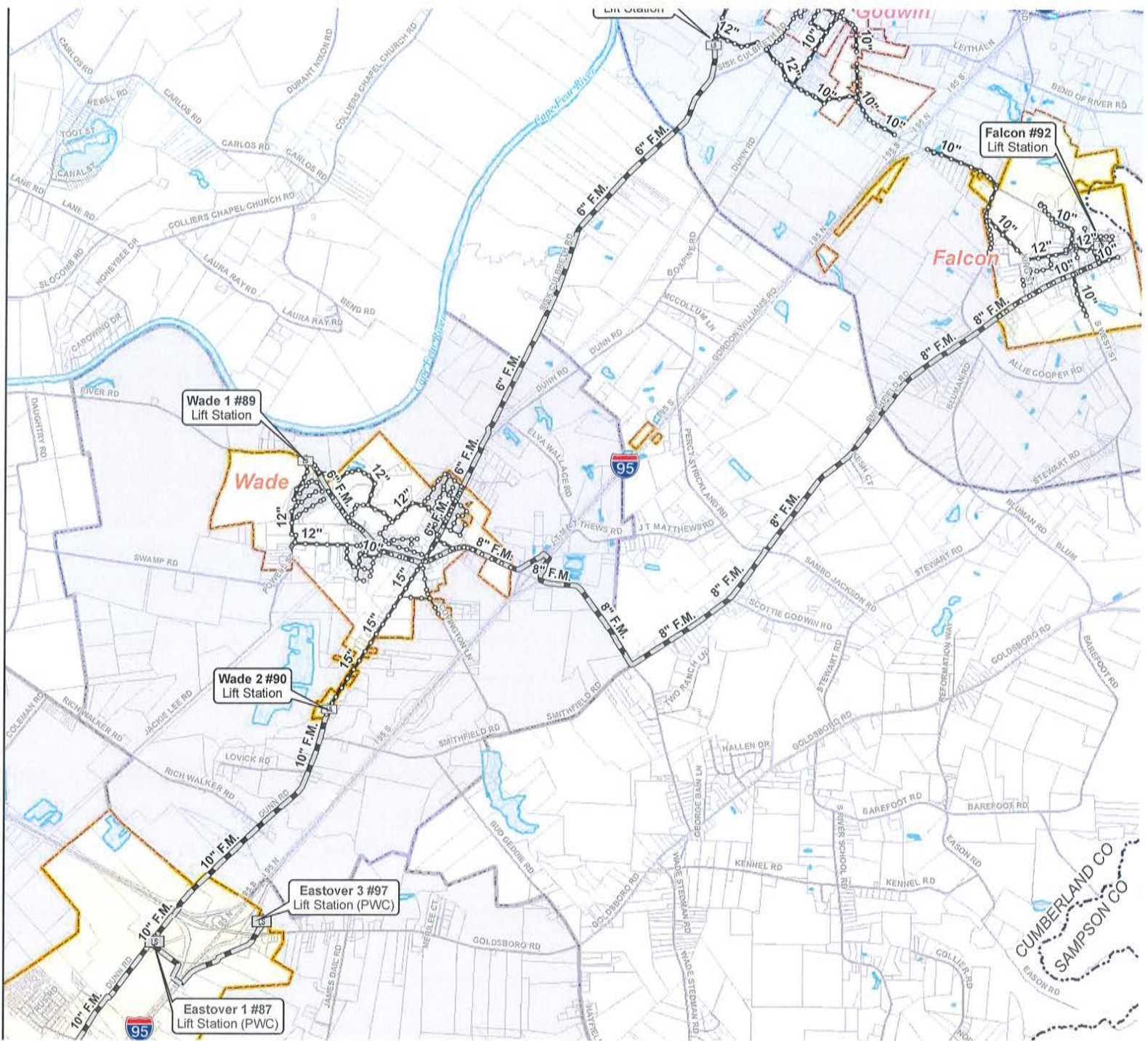
Evaluators Name: _____

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	

Additional Notes
*If additional space is needed for notes, see attached

Vendors

Attachment B



STATEMENT OF QUALIFICATIONS

Cumberland County

Asset Management and Financial Plan for NORCRESS

September 24, 2024



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919-582-5850 | freese.com

1017 Main Campus Drive, Suite 1200 | Raleigh, NC 27606

September 24, 2024

Cumberland County Public Utilities Department
Attention: Amy Hall, Public Utilities Project Manager
698 Ann Street
Fayetteville, North Carolina 28301

RE: Asset Management and Financial Plan for NORCRESS



919-582-5850 | freese.com
1017 Main Campus Drive, Suite
1200
Raleigh, NC 27606

Dear Ms. Hall and Selection Committee Members:

Cumberland County (County) understands the critical importance of strategic asset management and financial planning for water and wastewater utilities, particularly for systems like the Northern Cumberland Regional Sewer System (NORCRESS), which are vital to public health and community well-being. Freese and Nichols, Inc. (FNI), along with teaming partners HDR and Vision NC, share the County's vision of infrastructure resiliency to verify the County's goals are accomplished and residents flourish.

Our team offers several key advantages that make us uniquely qualified to support Cumberland County in this essential project:

Familiarity with the NORCRESS System: Our team has extensive experience working with the County and the NORCRESS system, including tasks such as total sanitary sewer evaluation study, Falcon lift station force main evaluation, lift station upgrades and a Capital Improvement Plan (CIP) for the system. Project Manager, Sam Beavans, has in-depth knowledge of the system, having been directly involved in all of FNI's projects with the County. Sam's insight will be invaluable in leading the successful development and implementation of the Asset Management and Financial Plan. In addition, our subconsultant partner HDR has knowledge and history working with the County. HDR is currently supporting the County on a comprehensive Water Supply Study to determine the immediate and long-term water supply needs County-wide. This study includes an evaluation of land use determinations and infrastructure needs across the County, including the area of the NORCRESS system. This familiarity gives our team a unique understanding of the challenges and opportunities facing NORCRESS.

Proven Asset Management Expertise: The FNI team brings strong experience in asset management for water and wastewater systems. We know industry best practices in developing similar asset management programs for large and small service providers nationwide. FNI is skilled in developing data-driven, GIS-integrated asset management plans that help mitigate the risk of infrastructure failure and verify regulatory compliance. Relying on this expertise, our team will provide a proactive and sustainable framework for managing NORCRESS assets, while balancing the system's financial viability and the affordability of sewer services. Similarly, HDR's North Carolina-based asset management team offers comprehensive asset management services for utilities, including strategic plans, condition assessment, rehabilitation planning and prioritization, and program assistance for implementation. HDR authored NC Division of Water Infrastructure's Water & Wastewater Utility Evaluation Guidance Document, establishing standards for asset inventory and assessment.

Municipal Specialists: FNI specializes in serving cities, towns and other public clients, and we do not pursue development work. As a result of our commitment to our clients — to be the very best at client service, resulting in long-term, mutually beneficial relationships — we have served as the trusted advisor for some of our clients for more than a century. Additionally, many of our proposed team members have worked for municipalities across the state. This history and experience gives our team the information needed for the County to make informed decisions. We are committed to partnering with Cumberland County, representing their best interests and working as an extension of County staff.

FNI appreciates the opportunity to continue collaborating with Cumberland County on this important project. We are confident that our expertise, local knowledge and commitment to delivering value will result in a successful outcome for the NORCRESS system and the communities it serves. Please contact us with any questions regarding our qualifications.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brian White'.

Brian White, PE | Principal-in-Charge
919-606-4275 | brian.white@freese.com

A handwritten signature in blue ink, appearing to read 'Sam Beavans'.

Sam Beavans, PE | Project Manager
919-582-5855 | sam.beavans@freese.com

1. Firm Overview

FNI is a client-focused, regionally based firm with national expertise. We meet client needs with responsiveness and flexibility. Dating back to our firm's founding in 1894, we put relationships first — clients, teaming partners and staff — and seek long-term relationships, many of which are counted in decades, not years.

FNI provides a broad range of services to plan, design and manage public infrastructure projects. We help our clients through every stage of the project life cycle: planning, design, program management, funding procurement, regulatory compliance, construction management, and operations and maintenance. Our project teams are known for exceeding client expectations through innovative concepts and high-performing designs.

1894

Year company was founded

1,200+

Multi-discipline professionals

30+

Offices nationwide

YEAR ESTABLISHED

1894

COMPANY SIZE

1,200 employees

BUSINESS NAME AND ADDRESS

Freese and Nichols, Inc.
1017 Main Campus Drive
Suite 1200
Raleigh, NC 27606
919-582-5850

Asset Management Overview

We have assembled a team of national experts, led locally by Berk Uslu who is Institute of Asset Management (IAM) certified, and technical subject matter experts to partner with the County in developing a successful asset management and financial plan for the NORCRESS. Several of our key team leaders — Project Manager Sam Beavans, QA/QC lead Scott Haberstroh, Principal-in-Charge Brian White and others — have worked on the County's sewer system and have a firm understanding of how it works. Our professionals will bring international best practices to the development of the County's asset management plan. Our approach to asset management applies established international asset management standards, such as ISO 55000, water industry best asset management practices established with the Water Research Foundation—Strategic Asset Management project, as well as the U.S. Environmental Protection Agency (USEPA) guidelines for developing an asset management program.



Practical Solutions for Infrastructure Management

FNI's Infrastructure Management Consulting and Water Wastewater Master Planning groups are available to help the County evaluate its sewer infrastructure risks, optimize approaches to operate and maintain its systems, and efficiently invest for maximum benefit.

Our team is dedicated to finding practical approaches to better invest in and manage Cumberland County's sewer system. We have experts in asset management, financial strategies and technology solutions who will partner with the County to meet its needs.

2. Firm's Licensure and Certificate of Insurance



**NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS**

4601 Six Forks Rd Suite 310
Raleigh, North Carolina 27609

Freese and Nichols, Inc.
801 Cherry Street, Ste 2800
Fort Worth, TX 76102

This is to Certify that:

Freese and Nichols, Inc. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice **engineering** 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, 2025

License No. : C-3916



**THE NORTH CAROLINA BOARD OF
EXAMINERS FOR ENGINEERS
AND SURVEYORS**

Executive Director

POST IN PLACE OF BUSINESS

Issued 06/13/2024

Telephone
(919) 791-2000

FAX
(919) 791-2012

EMAIL Address
ncbels@ncbels.org

WEB Site
www.ncbels.org



FREEAND-02

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2023

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com		
INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Underwriters Insurance Company A+ (XV)		30104
	INSURER B : Valley Forge Insurance Company A(XV)		20508
	INSURER C : Continental Insurance Company A(XV)		35289
	INSURER D : Travelers Casualty and Surety Company		19038
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			7063394194	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	<input checked="" type="checkbox"/> Contractual Liab.		MED EXP (Any one person) \$ 15,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			7063394177	10/23/2023	10/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		7063394180	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 10,000,000				
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7063394213	10/23/2023	10/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			107930947	10/23/2023	10/23/2024	Per Claim 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage	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

ACORD 25 (2016/03)

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3. Experience Managing Federally Funded Local Projects

FNI has significant applied experience working with State Revolving Funds (SRF) programs, nationwide. Over several decades, FNI has delivered hundreds of projects totaling millions of dollars that utilized SRF program funds. Much of FNI's contributions involved assisting clients gain funding commitments.

FNI employs a mastery of experience for funding success, including meeting such requirements as:

- SRF applications and processes
- Specialized planning
- Disadvantaged Business Enterprise (DBE) procurement
- NEPA-level environmental documentation
- Engineering design, project and construction management
- Construction phase requirements, such as Davis-Bacon wage certification and American Iron and Steel reporting

Ultimately, our SRF expertise is brought to bear for a simple goal: *helping the County realize the savings possibilities while eliminating or minimizing delays to schedules.*



FNI excels in navigating the complexities of SRF funding, from initial project planning to final implementation, ensuring that all requirements are met on time and within budget. This experience allows us to support communities in upgrading critical infrastructure, improving resilience and safeguarding public health.

4. Services Provided by FNI

As a multidiscipline firm, FNI provides a broad range of services to help its clients through every stage of the project life cycle: planning, design, program management, funding procurement, regulatory compliance, construction management, and operations and maintenance. A select list of services offered by FNI appears below.

Water/Wastewater Utility Services

- Impact fee studies
- Funding options
- Regulatory compliance assistance
- NCDEQ coordination
- Asset management programs

Water/Wastewater Systems

- Water/wastewater master planning
- Transmission pipelines
- Wastewater lift stations
- Treatment plants
- Industrial pretreatment
- Alternative treatment studies

Water Resources

- Dam design and rehabilitation
- Water resources planning

- Dam inspections, breach analyses and emergency action plans
- Water rights
- Water conservation Program Management

Additional Services

- Architecture
- Urban Planning and Facilities
- Transportation Planning and Design
- Bond Planning
- Environmental Science
- Construction Services
- Stormwater Planning and Design
- Water Resources
- Technology Services

5. Name and Resume of Project Manager



Sam Beavans PE

Project Manager | Operations and Maintenance Planning

Sam Beavans has experience in design and construction oversight of water and sewer lines, pump stations and lift stations, and various components of water and wastewater treatment. Sam has extensive knowledge of the NORCRESS system, having been involved in the system's sewer evaluation, lift station upgrades and CIP. This insight will be critical to managing this project successfully.

Sam's diverse experience also includes condition assessments for pump stations and pipelines, pump station and lift station hydraulic testing and analysis, and water and sewer planning. Sam is also an FAA- and NCDOT-licensed drone pilot and has performed missions on a variety of projects, including environmental surveys, emergency repairs and response, and construction inspection.

EXPERIENCE

11 years

EDUCATION

BS, Biological and
Agricultural Engineering
(Concentration:
Environmental
Engineering

BS, Agricultural
Environmental
Technology

REGISTRATION

Professional Engineer, NC
#053289



Integrating data-driven strategies and proactive planning, Sam will be committed to enhancing the reliability and resilience of the NORCRESS while minimizing risks and ensuring regulatory compliance.

RELEVANT PROJECT EXPERIENCE

NORCRESS Lift Station Upgrades and Force Main Evaluation | Cumberland County | Assistant Project Manager

FNI is providing Phase II of a multiyear CIP, which includes electrical improvements at each of the four lift stations in the system as well as an evaluation of the Falcon Force Main.

Beaver Creek Pump Station Expansion | Town of Cary | Project Manager

FNI is evaluating potential areas to improve the operations at the pump station, including a hydraulics, metering and capacity evaluation. Following that, FNI will prepare a comprehensive CIP for the station through the year 2050.

Carr Creek Lift Station Improvements | City of Sanford | Project Manager

FNI is designing multidisciplinary phased improvements to the existing lift station with the first phase expanding the capacity from 0.47 MGD to 0.6 MGD. Subsequent improvements will increase the capacity up to 1.2 MGD.

Lemon Springs Lift Station Improvements | City of Sanford | Assistant Project Manager

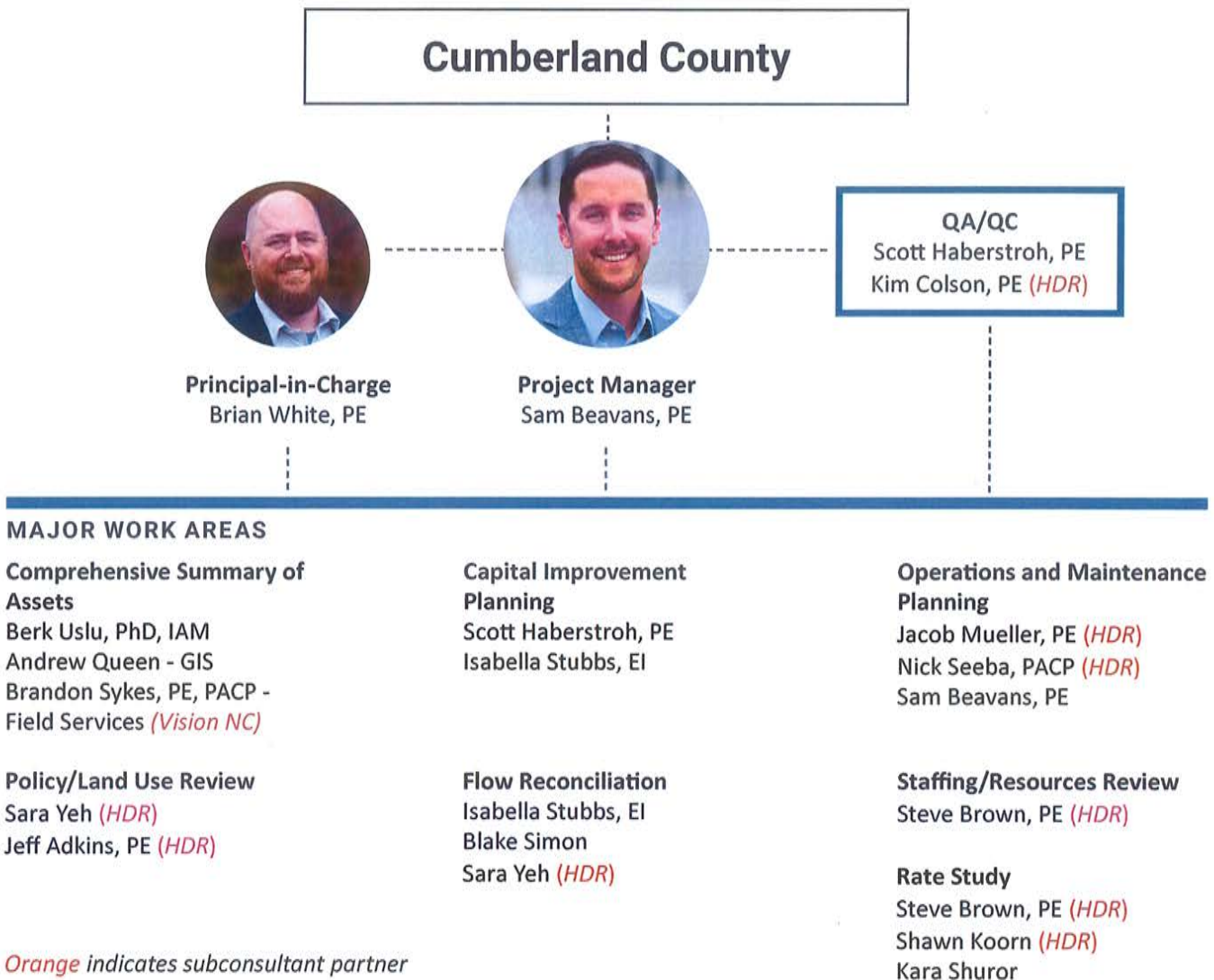
FNI designed improvements for an existing lift station, to increase the capacity from 0.32 MGD to 0.53 MGD. The improvements included upgrades to the existing pumps, piping and electrical components.

Corinth Road Gravity Sewer | City of Sanford | Engineer of Record

FNI performed a preliminary routing evaluation to determine the most cost-effective and feasible route for a new 36-inch gravity sewer and provided design services for approximately 10,000 LF of 36-inch ductile iron sewer, including jack-and-bore installations for multiple railroads and NCDOT roadway crossings. FNI also provided full-time construction observation, contract administration, submittal coordination, progress meeting and payment application review, and schedule coordination.

6. Staff Available and Their Qualifications

Organizational Chart



Choosing a Project Team

We have put forth the advance-planning effort to verify we have the **right team members**, in the **right place**, with the **right availability** to meet the County's goals. Several factors influenced this choice, including individual experience and history of working together on common projects.

Our chosen team combines decades of experience in a wide range of disciplines. This complementary blend of team member expertise in their various areas of specialization results in a solid, well-rounded team, which will ultimately benefit Cumberland County.

Beyond the proposed team, FNI has access to **1,200+ employees firmwide** to assist, as necessary. As a firm focused on client service, we will commit the resources required to get the job done.

- ✓ **Right People**
- ✓ **Right Place**
- ✓ **Right Availability**



Brian White PE

Principal-in-Charge

Brian White specializes in water, wastewater and reclaimed water system planning, asset management and modeling. Having led the County's NORCRESS Sewer Evaluation and CIP, Brian has unique knowledge of the County's system. He will leverage this insight to guide our team and provide executive oversight of the project.

Brian serves as a Senior Technical Professional through the firm's Technical Excellence Program. His experience includes hydraulic modeling, planning, design and project management. Brian is also an active member of the national AWWA Engineering Modeling and Applications Committee and serves as an active member of the local NC One Water Public Education Committee.

EXPERIENCE

22 years

EDUCATION

BS, Civil Engineering
(Water Resources)

REGISTRATION

Professional Engineer,
NC #037633

RELEVANT PROJECT EXPERIENCE

NORCRESS Sewer Evaluation and CIP | Cumberland County | Project Manager

Sanitary Sewer Collection System Asset Inventory and Assessment Grant | City of Asheboro | Senior Advisor

Big Alamance Sewershed Study | City of Greensboro | Project Manager

Wastewater Sub-Basin K Sanitary Sewer Evaluation Survey | Roanoke Rapids Sanitary District | Project Manager



Scott Haberstroh PE

QA/QC | Capital Improvement Planning

Scott Haberstroh has extensive experience with the planning, design and construction of water and wastewater infrastructure for municipal clients, including Cumberland County. Relying on his experience working on the NORCRESS system, Scott will advise our team at each project milestone and provide quality assurance and control.

Scott has managed the evaluation, design and construction of more than 15 new or rehabilitated pump stations in the last four years. He has also been involved in the design of 75+ miles of water and sewer lines across North Carolina. Scott is recognized for his ability to manage complex projects on accelerated schedules.

EXPERIENCE

23 years

EDUCATION

MEng, Civil Engineering

BS, Civil Engineering
Technology

REGISTRATION

Professional Engineer,
NC #036505

Pump Systems

Assessment

Professional #098

RELEVANT PROJECT EXPERIENCE

NORCRESS Lift Station Upgrades and Force Main Evaluation | Cumberland County | Project Manager

NORCRESS Sewer Evaluation and CIP | Cumberland County | QA/QC

12 Oaks Sewer Study and Upstream Interceptor System Evaluation | Town of Holly Springs | Project Manager

Corinth Road Gravity Sewer | City of Sanford | Project Manager



Kim Colson PE

QA/QC

Kim Colson has supported the County for many years and brings significant institutional knowledge of the County's preferences and needs. Kim specifically worked with the County to secure the AIA funds for this project and is aware of the overarching project need. He will continue to support the County by leveraging his knowledge of ongoing, planned and past projects to help meet the intent of this project.

Kim's professional experience spans over three decades of service with NCDEQ. He managed a multidisciplinary division that administered multi-billion-dollar infrastructure programs while serving as the Director of the Division of Water Infrastructure and Section Chief for NCDEQ's Infrastructure Finance Section.

EXPERIENCE

36 years

EDUCATION

BS, Biological and
Agricultural Engineering

REGISTRATION

Professional Engineer,
NC #19286



RELEVANT PROJECT EXPERIENCE

Water Supply Study | Cumberland County | Funding Application and Regulatory Support

Gray's Creek Preliminary Engineering Report | Cumberland County | Funding Application, Funding Administration Support, and Financial Analysis

Funding Support Services | Cumberland County | Funding Applications

Landfill Infrastructure Improvements Funding | Cumberland County | Funding Analysis, Funding Applications, and Funding Administration



Berk Uslu PhD, IAM

Comprehensive Summary of Assets

Berk Uslu is an asset management professional with a 16-year track record in strategic, tactical and operational management of wastewater and water infrastructure assets. He will leverage his experience to assist with capital improvement planning.

Berk has successfully implemented asset management programs for more than 100 clients, leveraging his expertise in data and modeling to optimize decision support, condition assessment, and renewal engineering.

EXPERIENCE

16 years

EDUCATION

PhD, Civil Engineering
MS, Civil Engineering
BS, Civil Engineering

CERTIFICATION

Asset Management
Certification, Institute
of Asset Management

RELEVANT PROJECT EXPERIENCE

Asset Management/Work Order System Needs Assessment | Sewerage and Water Board of New Orleans, LA | Assistant Project Manager

Comprehensive Storm Drainage System Assessment | City of Dallas, TX | Capital Improvements Planning

Risk Based Asset Management Plans for Conveyance System* | Pinellas County, FL Water Utility | Lead Asset Management Consultant

Risk Based Asset Management Plans* | Vallecitos Water District, CA | Asset Management Consultant

**Prior to joining FNI*



Andrew Queen

GIS

Andrew Queen is a GIS Analyst, providing GIS and data management support for water and wastewater planning projects. Andrew provided GIS support on the NORCRESS Sewer Evaluation and CIP project, and will provide GIS support for this project.

He is skilled at producing geodatabases and is experienced in SQL, data management techniques and the use of the ESRI suite of tools, including ArcMap, ArcCatalog and ArcGIS Online. Prior to joining FNI, Andrew produced geodatabases for the National Geospatial Intelligence Agency under a task-order contract with another firm.

EXPERIENCE

5 years

EDUCATION

BS, Geographic Information Systems

BS, Computer Science

BS, Environmental Science

REGISTRATION

FAA 107 Commercial Drone Remote Pilot Certificate #4530009

RELEVANT PROJECT EXPERIENCE

NORCRESS Sewer Evaluation and CIP | Cumberland County | GIS Analyst

Sanitary Sewer Collection System Asset Inventory and Assessment Grant | City of Asheboro | GIS Analyst

Big Alamance Sewershed Study | City of Greensboro | GIS Analyst

Wastewater Master Plan Update, Sanitary Sewer Evaluation Study, and Water and Wastewater Rate Study | City of Alvin, TX | GIS Analyst



Brandon Sykes PE, PACP

Field Services



Brandon Sykes is experienced with utility evaluation and replacement solutions. He will lead the field assessment and any CCTV efforts needed to assist with assessing the NORCRESS infrastructure.

Brandon has served as Project Manager/Engineer for municipal capital improvement projects related to linear sewer rehabilitation and replacement. His areas of expertise include sewer system evaluation planning, condition assessment, sewer collection system replacement and trenchless rehabilitation design, water distribution design, bid coordination and construction administration services, sewer flow monitoring and inflow/infiltration (I/I) studies and miscellaneous general civil engineering evaluation and design.

EXPERIENCE

20 years

EDUCATION

BS, Environmental Engineering

REGISTRATION

Professional Engineer, NC #033747

PACP/MACP/LACP, NASSCO #U-1206-4217

RELEVANT PROJECT EXPERIENCE

NORCRESS Sewer Evaluation and CIP* | Cumberland County | Field Services

Westlake Downs Sewer Assessment | City of Sanford | Project Engineer

Sewer Assessment and Rehabilitation Program | Town of Lillington | Field Services

Flow Monitoring and Sanitary Sewer Evaluation | City of Goldsboro | Field Services

Fort Liberty System-Wide Sanitary Sewer Evaluation Survey | Field Services

**Prior to joining Vision NC*



Isabella Stubbs EI

Capital Improvement Planning | Flow Reconciliation

Isabella Stubbs will leverage her wastewater master planning expertise to support our team with capital improvements planning and flow reconciliation.

EXPERIENCE

3 years

EDUCATION

BS, Environmental Engineering

REGISTRATION

Engineer Intern, NC #A-30344

Isabella has passed her PE exam and is expected to obtain her license in January 2025.

Isabella's experience includes wastewater collection system and water system modeling, flow projections, and system analyses, SSES and I/I studies, dashboard development, and CIP planning. Her software experience includes InfoWorks ICM, ArcGIS/Pro, Power BI, InfoWater, WaterGEMS, and SewerGEMS.

RELEVANT PROJECT EXPERIENCE

Sanitary Sewer Collection System Asset Inventory and Assessment Grant | City of Asheboro | Modeling

Wastewater Master Plan | Greenville Utilities Commission | Modeling and CIP Support

Big Alamance Sewershed Study | City of Greensboro | Project Engineer

Wastewater Master Plan | Greenville Utilities Commission | Assistant Project Manager

Sewer Model and Master Plan | Jackson County Water & Sewerage Authority, GA | Modeling



Jacob Mueller PE

Operation and Maintenance Planning

Jacob Mueller focuses on the study and development of utility operations and management strategies. Jacob will use this skillset to support the County on the project by identifying efficient and useful strategies for Operations and Maintenance Planning.

Jacob focuses on developing processes and initiatives that result in more effective utility management. This approach has proved effective throughout North Carolina and has been applied to a wide variety of challenges including distribution and collection system performance, managing maintenance workload, and building resilience into overall utility operations.

RELEVANT PROJECT EXPERIENCE

Comprehensive Water and Wastewater Master Plan | Town of Mooresville | Task Lead

Collection System Improvement Plan | City of Winston-Salem | Deputy Project Manager

Funding Support Services | Cumberland County | Quality Control

Landfill Infrastructure Improvements Funding | Cumberland County | Quality Control



EXPERIENCE

12 years

EDUCATION

Master of Business Administration

BS, Environmental Engineering

REGISTRATION

Professional Engineer, NC #045151



Nick Seeba **PACP**



Operation and Maintenance Planning

Nick Seeba is an expert in data analysis, process management, and implementation. He has honed these skills over the past 18 years and will leverage these abilities to support the County alongside Jacob Mueller on Operation and Maintenance Planning for this project.

Nick previously worked for the City of Winston-Salem/Forsyth County (WSFC) Utilities and WSFC School System and supported a wide range of operation and maintenance planning efforts for both entities. While with WSFC Utilities, Nick help incorporated Cityworks software for improved work order flow and supported utility services coordination and collection system operations and maintenance efforts. Nick served as the Director of Planning and Construction for WSFC Schools and supported utilized spatial data management to improve their process and approach to planning and construction of various capital projects.

EXPERIENCE

18 years

EDUCATION

BS, Construction
Engineering Technology

CERTIFICATIONS

NASSCO and PACP
Trainer

RELEVANT PROJECT EXPERIENCE

Wastewater Collection System Engineer | WSFC Utilities | System Supervisor

Collection System Improvement Program | WSFC Utilities | Subject Matter Expert

Wolfspeed Water Main Extension | City of Asheboro | Project Manager

Automated Metering Infrastructure Program | WSFC Utilities | Project Manager



Sara Yeh



Policy and Land Use Review | Flow Reconciliation

Sara Yeh has supported the County on many past funding efforts and is currently serving as the Project Manager for the County's Water Supply Study project. The work she is currently performing on the Water Supply Study directly correlates to this project and will be used to support the Policy and Land Use tasks and Flow Reconciliation efforts.

Sara leads water supply planning, watershed management, and stormwater management activities for multiple communities across North Carolina. Her expertise includes developing risk assessments, hydrologic modeling and analysis, policy interpretation, geospatial analysis, and workshop facilitation. Sara enjoys exploring the challenges, risks, and strengths unique to every water utility and helping clients continue to provide critical water services.

EXPERIENCE

7 years

EDUCATION

BS, Environmental
Studies

MS, Water Resources
Management

RELEVANT PROJECT EXPERIENCE

Comprehensive Water and Wastewater Master Plan | Town of Mooresville | Task Lead

Funding Support Services | Cumberland County | Technical Support

Landfill Infrastructure Improvements Funding | Cumberland County | Technical Writer

Water Supply Study | Cumberland County | Project Manager



Jeff Adkins PE

Policy and Land Use Review

Jeff Adkins has participated in past funding efforts for the County and is currently Senior Advisor for the County's Water Supply Study. Jeff will leverage the knowledge he has gained from past projects with the County and his tenured career in the industry to support the Policy and Land Use task for this project.

Jeff has dedicated his career to planning water resources, utility performance, and design solutions for water-wastewater facilities. His experience spans from project management and organizational leadership to water/wastewater design and water resources planning. Jeff has worked in both public sector and consulting engineering, where he was responsible for long-range utility planning, asset management, water conservation, and regional relationships.

EXPERIENCE

32 years

EDUCATION

MS, Civil Engineering

BS, Mechanical Engineering

REGISTRATION

Professional Engineer,
NC #018890



RELEVANT PROJECT EXPERIENCE

Comprehensive Water and Wastewater Master Plan | Town of Mooresville | Master Planning

Collection System Master Plan | Town of Clayton | Project Supervisor

Water Supply Study | Cumberland County | Senior Advisor

Western Intake Partnership Program Management/Governance | City of Durham | Program Management



Blake Simon

Flow Reconciliation

Blake Simon has over a decade of experience in GIS as it relates to water/wastewater planning. Relying on this dashboard development experience, Blake will assist with flow reconciliation.

Blake recently completed his MGIS program at Penn State, where he focused on GIS database management and data manipulation using the Python, SQL and JavaScript languages. He has expertise in coastal vegetation identification, field work logistics and scheduling, data management and analysis, wetland science, GIS, information technology and natural resource management.

EXPERIENCE

11 years

EDUCATION

MS, Geographic Information Systems

BS, Natural Resources/
Environmental Quality

CERTIFICATIONS

FAA UAS Certified
Drone Pilot

MMO Protected Species
Observer Certification

RELEVANT PROJECT EXPERIENCE

Wastewater Master Plan | Greenville Utilities Commission | Dashboard Developer

Wastewater Modeling Study | City of Durham | Dashboard Developer

Water and Wastewater Master Plan Update | City of Frisco, TX | Dashboard Developer

Distribution System Hydraulic Model | Orange Water and Sewer Authority | Dashboard Developer



Steve Brown PE



Staffing/Resource Review | Rate Study

Steve Brown is a former local government public works and utility director bringing a unique perspective to facilitating successful outcomes on municipal service projects. Steve will leverage his past experience to support the County with capital improvement planning, staffing and resources, and rates studies.

Steve has directed several large programs, primarily representing the owner's interests, and also has extensive experience overseeing public works and utilities operations and management. He has been an active participant in completing several complex multi-party interlocal agreements for water and wastewater utility services.

EXPERIENCE

38 years

EDUCATION

Masters of Civil Engineering

BS, Civil Engineering

REGISTRATION

Professional Engineer,
NC #16737

RELEVANT PROJECT EXPERIENCE

Comprehensive Water and Wastewater Master Plan | Town of Mooresville | Organizational and Risk Assessment, Emergency Response Planning

Water System Development Fee and Rate Studies | Chatham County | Project Manager

Gray's Creek Preliminary Engineering Report | Cumberland County | Quality Control

Western Intake Partnership Program Management/Governance | City of Durham | Project Coordinator



Shawn Koorn



Rate Study

Shawn Koorn is a financial analyst providing utilities with financial planning, cost-benefit analysis, and economic review for development of rate and cost of service studies for utilities. Shawn will use his expertise to support the County and work to develop a Rate Study for informed decision making.

Shawn's experience involves all analytical aspects of the utility financial planning process. He understands complex technical issues involved with each project, as well as the broader economic issues that today's public and private utilities are facing. He also works with retail and wholesale customers where it is critical that the costs be allocated such that the wholesale customers do not receive any costs associated with distribution related facilities.

EXPERIENCE

29 years

EDUCATION

BS, Business Administration

BS, Managerial Economics

RELEVANT PROJECT EXPERIENCE

Water System Development Fee and Rate Studies | Chatham County | Deputy Project Manager

Wastewater Rate and Fee Study | Orange County Sanitation District, CA | Project Manager

Water and Sewer Rates and Fee | Dublin an Ramon Service District, CA | Project Manager

Water and Sewer Rate Study | City of Santa Barbara, CA | Project Manager



Kara Shuror

Rate Study

Kara Shuror has a background in working for municipal government and utility management, leading change initiatives in the areas of financial management. She will support the County by developing a rate study.

Kara has a history of success in data technology, customer satisfaction and organizational development. For a number of years, Kara was the Deputy Director, Interim Director and Assistant Water Director with the City of Fort Worth, TX, where she provided executive leadership for the strategic and tactical operations of the utility's business services.

EXPERIENCE

31 years

EDUCATION

MA, Urban Affairs

BA, Sociology

RELEVANT PROJECT EXPERIENCE

Water and Wastewater Master Plan and Impact Fee Update, Rate Study and Alternative Capacity Requirement Assistance | City of Krum, TX | Financial Analyst

Water/Wastewater Rate Study, Solid Waste Collection Fee Study, and Stormwater Utility Fee Study | City of Lawton, OK | Financial Analyst

Wastewater Master Plan | City of Galveston, TX | Financial Analyst

Water Master Plan | City of Galveston, TX | Financial Analyst

7. Disadvantaged Business Enterprise Information

FNI nor its subconsultants are classified as Disadvantaged Business Enterprise (DBE) firms. If the negotiated scope offers additional subconsulting opportunities, FNI maintains a database of DBE firms that we can call on to fulfill the services needed. FNI values its DBE/HUB partners and sees them as essential collaborators in delivering successful projects.

8. Subconsultants

FNI has partnered with HDR and Vision NC to support our efforts on this project. HDR has a history of working with Cumberland County, including writing the grant for this project. Vision NC is a leading expert firm for field assessments and CCTV inspections. Brandon Sykes of Vision NC has worked with the FNI team for several years and is a trusted partner. More information on these firms can be found below. In addition, the table to the right details the estimated percentage of services each subconsultant firm will provide.

Subconsultant Firm	Estimated % of Services
HDR	40%
Vision NC	5%



HDR has partnered with clients to shape communities since 1917. The firm specializes in planning, engineering, architecture, environmental, and construction administration services. With over 13,000 employees in more than 225 offices around the world, HDR thinks global and acts local. HDR is a global employee-owned firm providing architecture, engineering, consulting, construction administration and related services through our various operating companies. HDR, Inc., is the financial holding corporation for HDR Engineering, Inc. and its subsidiaries.



Vision NC delivers superior field assessment and inspection services to clients throughout North Carolina. The firm's robust field services include pipeline cleaning, CCTV inspection, manhole scanning and inspection, lateral inspection, smoke testing, dye testing and flow monitoring. Vision NC has NASSCO-licensed technicians who can perform MACP, PACP and LACP inspections on collection systems and take the guesswork out of clients' underground utilities by providing advanced inspection techniques, condition assessment and reporting.

Sanitary Sewer Collection System Asset Inventory and Assessment

City of Asheboro

The City of Asheboro's existing wastewater collection system consists of 206 miles of gravity sewer lines, 29 miles of force mains, 27 lift stations and a single wastewater treatment facility.

The City has experienced a large number of sanitary sewer overflows (SSOs) due to capacity and wet-weather constraints. FNI assisted the City in preparing and obtaining an AIA grant from DWI to address the system deficiencies related to the collection system.

Utilizing the AIA grant funding, FNI developed a risk-based assessment (RBA) for the City's entire collection and developed a hydraulic model of the City's backbone system. The model was used to analyze the capacity of the existing collection system and identify deficiencies that contribute to the SSOs. The RBA used information from the GIS and system inventory in conjunction with model results to score pipeline replacement and rehabilitation candidates. Candidates were grouped and ranked by overall risk score to help the City prioritize further actions.

COMPLETION DATES

Original timeline:
01/2021-04/2022

Final timeline:
01/2021-04/2022

COST

Original Estimate:
\$157,500

Final Cost:
\$157,500

REFERENCE

Michael Rhoney
Water Resources Director
146 North Church Street
Asheboro, NC 27204
336-626-1201
mrhoney@ci.asheboro.nc.us

TEAM MEMBERS

- Brian White - Senior Advisor
- Isabella Stubbs - Modeling
- Andrew Queen - GIS

9. Prior Experience with Similar Projects.



NORCRESS Improvements

Cumberland County

FNI began working on the County's NORCRESS in 2020, providing an overview of the sanitary sewer system needs, required infrastructure to meet those needs, and a plan to achieve those needs on a short-term and long-term basis. Subsequently, FNI is currently working on the proposed improvements, including four lift station upgrades and an evaluation of the Falcon Force Main.

A main focus for corrective action was a 7-mile-long, 8-inch-diameter force main that conveys roughly 60,000 GPD flow from the Falcon Pump Station. The FNI team also provided condition assessments, pump station drawdown testing and detailed system analysis, along with recommendations for the Falcon, Godwin, and two Wade Pump Stations within the NORCRESS system.

The Falcon Pump Station system consists of a long force main creating operational and maintenance challenges for the County. In addition to performing a condition assessment for the pump station, FNI provided pump testing and hydraulic analysis for the pumps and force main. The results of the testing indicated reduced capacity in the system which is most likely attributed to sediment build up in the force main as well as entrapped gases in the pipe. FNI recommended that the County perform system cleaning of the force main and additional pump and force main field testing to identify areas of air or gas within the force main and install additional air valves to reduce the issue.

FNI also updated the collection system model that Fayetteville PWC maintains for the NORCRESS. The modeling task included flow monitoring to establish base collection system flows and evaluate rainfall-induced inflow and infiltration. The results of the model were used to provide CIP recommendations for the NORCRESS.

COMPLETION DATES

Original timeline:

- Sewer evaluation and CIP: 11/2021
- Lift Station Upgrades and Force Main Evaluation: 12/2024

Final timeline:

- Sewer Evaluation and CIP: 11/2021
- Lift Station Upgrades and Force Main Evaluation: Ongoing (estimated completion 12/2024)

COST

Original Estimate:

- Sewer Evaluation and CIP: \$106,669
- Lift Station Upgrades and Force Main Evaluation: \$292,775

Final Cost:

- Sewer evaluation and CIP: \$106,669
- Lift Station Upgrades and Force Main Evaluation: N/A

REFERENCE

Amy Hall
Administrative Program
Officer/Public Utilities
Specialist
130 Gillespie Street, Suite
214 Fayetteville, NC 28301
910-678-7637
ahall@
cumberlandcountync.gov

TEAM MEMBERS

- Brian White - CIP Task Lead
- Scott Haberstroh - Project Manager
- Sam Beavans - Assistant Project Manager
- Andrew Queen - GIS



Hydraulic Model Update

Town of Southern Pines

FNI is updating the Town's water distribution hydraulic model to support the completion of an Asset Management Plan as part of an American Institute of Architects grant funded program.

As part of the model update, FNI is collecting system data for the purpose of model calibration, including Hydrant Pressure Recordings (HPR), system SCADA data and meter billing data overlapping the HPR period. The Town's model is being built using WaterGEMS software with one-to-one connectivity to the Town's updated GIS database. FNI incorporated the system's operational inventory into the model so that it simulates real-world conditions and existing control strategies for extended-period simulations.

FNI will calibrate the new water model based on the collected operational data and assess the system hydraulics in a hydraulic characterization report. The final model, existing condition analysis, conclusions and recommendations will be incorporated into the Town's Asset Management Plan, and the model may be used in future, separate projects, to predict future scenarios.

COMPLETION DATES

Original timeline:

11/2023-6/2024

Final timeline:

11/2023-Ongoing

(estimated completion
12/2024)

COST

Original Estimate:

\$60,000

Final Cost:

TBD, project is ongoing

REFERENCE

James Michel, PE
Town Engineer/Assistant
Public Works Director
125 SE Broad Street
Southern Pines, NC 28387
910-692-1983
jmicel@
southernpines.net

TEAM MEMBERS

- Brian White - Senior Advisor
- Andrew Queen - GIS



Comprehensive Water and Wastewater Master Plan



Town of Mooresville

HDR worked with the Town of Mooresville Public Utilities Department to develop a comprehensive utility-wide master plan that identifies and prioritizes expansion, improvement, rehabilitation, and replacement projects for Mooresville's water and wastewater treatment facilities, pump stations, water distribution and sanitary sewer collection systems for continued service area growth, future regulatory requirements, resilience, and reliability.

This comprehensive master plan addressed a range of water and sewer capital project drivers: accommodate continued service area growth, meet future regulatory requirements, enhance resilience, and maintain reliability. Additionally, the planning process incorporated findings from the recent AWIA-driven Risk and Resilience Assessment and Emergency Response Planning and reviewed the utility organizational structure and staffing. The latter compared the organization with successful peers, and provided recommendations to accommodate growth, meet future operational and maintenance needs, and maintain customer satisfaction. The Town and HDR collaborated to identify, prioritize, and estimate associated expansion, improvement, rehabilitation, and replacement projects. As a result of the integrated and prioritized capital planning effort, the Town increased its understanding of the balance between the capital needs of aging treatment facilities and a relatively young collection and distribution system, interbasin transfers, and wastewater discharge limitations.

HDR conducted an Organizational Assessment that provided recommendations for enhancing operational and organizational effectiveness, in coordination with other features of the Master Plan. This assessment incorporated staff interviews, evaluation of existing employee organization structures and operating procedures, current operational performance, and existing system and employee functions. HDR evaluated the size and organizational structure of the utility's workforce using benchmarking comparisons to other water and wastewater utilities, including other similarly scaled utilities in the region and elsewhere in North Carolina that have historically succeeded under similar growth and demographic conditions.

COMPLETION DATES

Original timeline:
5/2021

Final timeline:
10/2021

COST

Original Estimate:
\$633,000

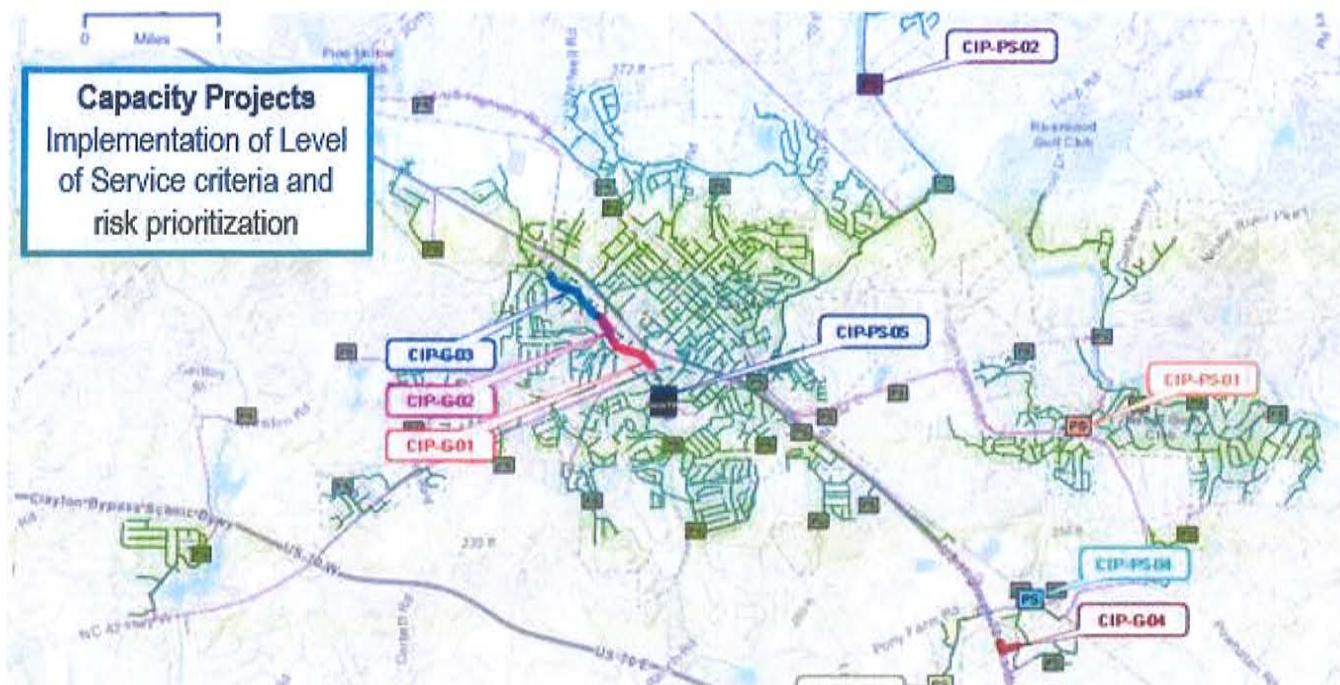
Final Cost:
\$689,200

REFERENCE

Allison Kraft, PE
Director of Public Utilities
413 North Main Street
Mooresville, NC 28115
704-799-4066
akraft@mooresvillenc.gov

TEAM MEMBERS

- Steve Brown - Organizational Review Task Lead
- Jeff Adkins - Master Planning
- Jacob Mueller - Condition Assessment & Renewal Planning Task Lead
- Sara Yeh - Project Identification Task Lead



Collection System Master Plan

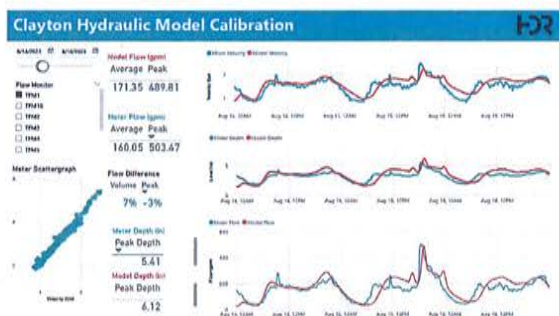


Town of Clayton

Continuous growth, aging infrastructure, and changes in staffing present challenges for a community committed to providing reliable, sustainable, high-quality, and affordable wastewater services. Clayton proactively responded by initiating a Wastewater Collection System Master Plan (CSMP) project to guide utility infrastructure management. The CSMP project is identifying and prioritizing wastewater collection system improvements, including rehabilitation and replacement projects, as well as expansion projects, to meet future regulatory requirements, enhance system resiliency, maintain reliability, and meet customer needs. Additionally, the CSMP is providing documentation of the system and its operation that will be a repository for the institutional knowledge of existing staff and a resource for future staff. The CSMP provides a roadmap for short-term and long-term wastewater infrastructure capital improvement planning across all project drivers: capacity, regulatory, and asset management/R&R.

HDR's Standard Hydraulic Model Calibration

The model calibration dashboard is used on every master planning project; it has advanced modeling practitioners' ability to very quickly sort and filter large volumes of flow monitoring data in support of model calibration. In addition, it provides the team practical data visualizations to communicate positive calibration results, as well as challenging calibration issues that may require investigation.



COMPLETION DATES

Original timeline:
06 /2023

Final timeline:
11/2024 (estimated)

COST

Original Estimate:
\$250,000

Final Cost:
Ongoing

REFERENCE

Joshua Baird, PE, CFM
Water Resources Director/
Interim Engineering
Director
111 East Second Street
Clayton, NC 27520
919-553-1554
jbaird@
townofclaytonnc.org

TEAM MEMBERS

• Jeff Adkins - Project
Supervisor

10. Project Deliverables

Project Understanding

The NORCRESS Water and Sewer District is a regional wastewater collection system created as a partnership among Cumberland County and the towns of Wade, Godwin, and Falcon. The system was constructed to address failing septic tanks in the rural, low-income communities located in the northern quadrant of Cumberland County east of the Cape Fear River and adjacent to Interstate-95. The system was placed into service in October 2005 and currently provides sewer service to 395 residential and commercial customers. The NORCRESS service area is roughly 3.69 square miles in total. The existing NORCRESS sewer system consists of four lift stations, 21 miles of gravity main, and 14 miles of force main. Wastewater from the NORCRESS sewer system ultimately flows into facilities owned by the Fayetteville Public Works Commission (PWC) under an interlocal agreement among PWC, NORCRESS, Cumberland County's Eastover Sanitary District (ESD), and the Cumberland County Board of Education (CCBE). Flow from these entities is pumped across the Cape Fear River to PWC's Cross Creek Water Reclamation Facility (WRF). Under an agreement between the County and PWC, PWC operates and maintains the NORCRESS collection system. PWC also maintains a wastewater system model of the entire drainage basin, which includes NORCRESS.

Factors driving a need for asset management and financial planning in NORCRESS include:

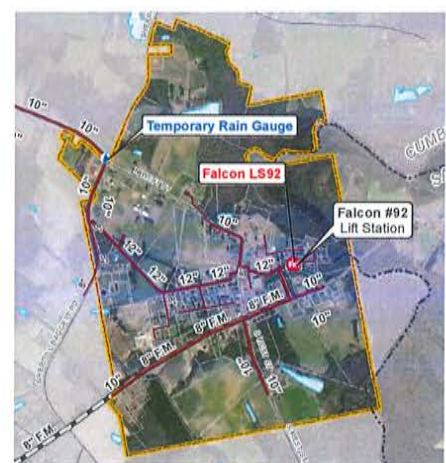
- Desire to create a framework to identify full cost of service for future customers
- Desire to equitably finance continued operation and asset management and maintain system viability
- Identification of over \$1.5M in failing infrastructure needs
- Desire to coordinate land use planning with utility planning in conjunction with transportation and other investment in the I-95 corridor served by the system
- Desire to develop utility policy and guidance consistent with land use plans

Development of a Comprehensive Asset Management and Financial Plan (CAMFP) will aid in quantifying the long-term operation, maintenance, rehabilitation, and replacement requirements of the existing NORCRESS system to bolster resiliency and avoid unplanned expenses such as those now occurring at the pump stations as described in the 2021 Comprehensive Sewer Evaluation Report. Our team of FNI, HDR, and Vision NC are the most familiar with the County's systems to help work with you on your CAMFP. We offer the following approach and benefits to the County.

Project Approach and Benefits

Comprehensive Summary of Assets: The FNI team has the most extensive experience and understanding of the NORCRESS system, having completed a sewer system evaluation study (SSES) in 2021 and working with the County to implement recommendations through ongoing design work today. The SSES included a gap analysis to review the existing system information and document a summary of existing assets and GIS mapping available through PWC. This analysis provides the basis for a new framework to provide the County with a comprehensive summary of assets for NORCRESS as well as recommendations for a database management system that will allow the County to easily view and assess system information and maintain the status of critical infrastructure moving forward.

We have added Brandon Sykes with Vision NC to the project team to support additional field services that may be required for collecting more detailed information on asset locations, attributes, and condition. Brandon was involved in the initial study provided by FNI in 2021 and performed flow

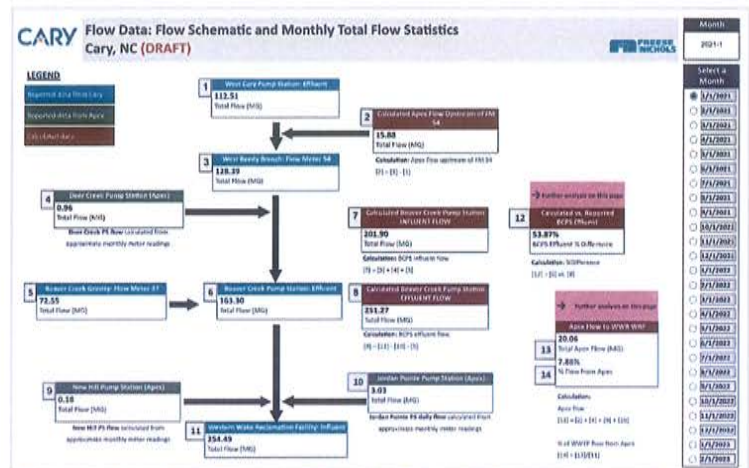


Many of the NORCRESS assets are already in a GIS system. Our team will expand on that information and provide the County with tools to better access and use that data.

Policy and Land Use Review

Proper land use planning and policy-setting are integral to continued growth in Cumberland County. HDR team members understand how land use regulation and policy can be applied to drive strong, sustainable economic and population growth, benefiting the NORCRESS service area. HDR's Jeff Adkins, former Water Resources Manager for Cary, has two decades of long-range planning experience for Cary and multiple North Carolina clients. He and team member Sara Yeh have already conducted reviews of regional and county planning documents, including for the NORCRESS area, as part of the County's ongoing Water Resources Study. They will build on that effort in this project to help County and NORCRESS leadership to craft practical land use policies which support sustainable growth.

Flow Reconciliation: The NORCRESS system is comprised of three small gravity collection systems: Godwin, Falcon, and Wade. Each system has its own lift station which all pump to main gravity collection interceptor that flows into the Wade No. 2 lift station which then pumps flow to the PWC collection for treatment. The systems have varying levels of RDII and operational challenges. One key to understanding the flows in the system is direct access to telemetry data that can provide the County with key resources to better visualize where and how flows are collected and transmitted to PWC. Once the equipment is in place to gather and transmit the data, FNI can provide the County with a dashboard to read the data and visualize key statistics for County staff to make informed decisions.



FNI developed a flow tracking dashboard that ingests various flow monitoring data to evaluate contractual flows with Cary and Apex

An additional key to flow reconciliation is clear understanding of the flows that are pumped to PWC for treatment. Currently PWC manages a flow monitor and uses this data to bill the County for the wastewater flows, the County does not have direct access to this data. During the SSER project, a flow monitor was installed at the Wade 2 lift station and data was compared to the PWC flows. The results indicated some discrepancies between the data, suggesting higher PWC flows. FNI recommends a permanent meter at this location that also provides a live data stream to the County and integrates to a live dashboard feed to confirm billing information for the flows generated to PWC.

Staffing and Resources Review

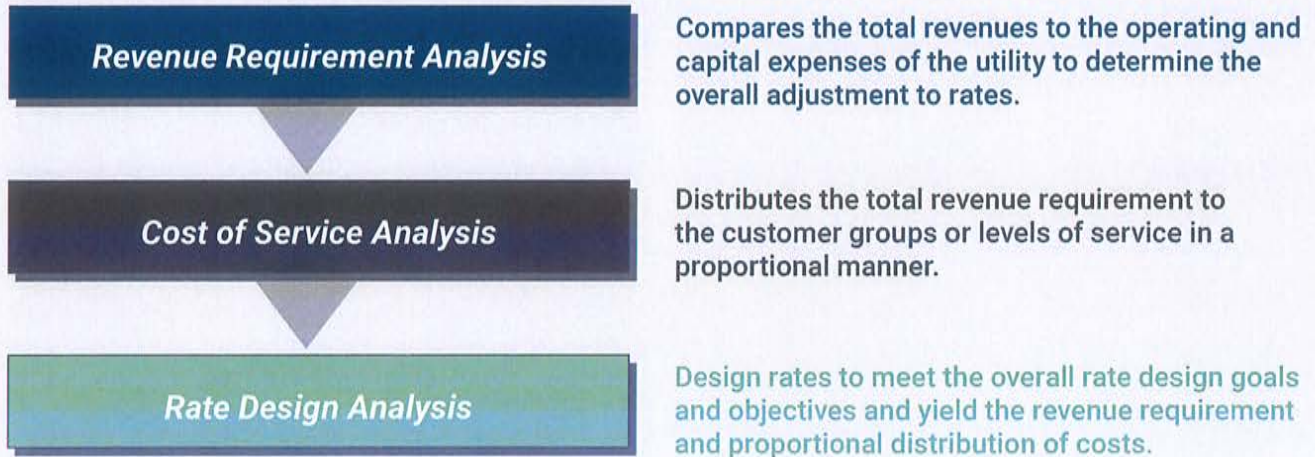
Staff resources are likely the most important element to achieving and sustaining a successful utility operations and maintenance program. HDR's Steve Brown led the Town of Cary's Public Works and Utilities Department for more than 10 years, and can help guide NORCRESS leadership in estimating the staffing required for your O&M program, documenting the skills necessary for each key role, and budgeting appropriately to implement the recommended O&M Plan. Following completion of the asset assessments, prioritized capital planning, and O&M Plan, Steve will analyze your organization's data and operating procedures and facilitate working sessions with NORCRESS leadership. The product of this analysis will be a forecast of staff resource levels and skills, and recommendations for strengthening your workforce.

Rate Study

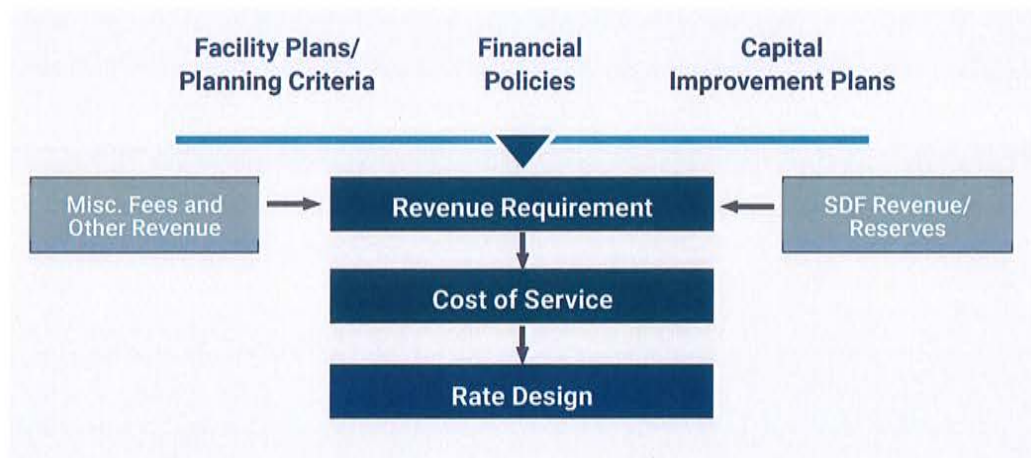
The establishment of a cost-based, proportional, and defensible rate structure will be based on industry standard approaches outlined in the AWWA M1 Manual and WEF MOP #27. This approach will also be tailored to the County's system and customer characteristics. By using industry standard approaches, the County will be developing proposed rates that reflect the cost of each utility and the impact the customer classes have on the system. This provides the proportionality between customer classes that is expected given different service levels and system impacts. HDR has an established approach that is refined for each utility based on the specific system and customer

characteristics based on generally accepted principles and methodologies. This results in rates that reflect the costs incurred to provide service and defensible to the utility customers.

A comprehensive rate study is generally comprised of three interrelated analyses. These interrelated analyses are shown below.



While the diagram above provides an overview of the general approach used to develop the rate study, it does not communicate the importance of incorporating and “tailoring” those analytical elements to the County’s specific and unique facilities, customers, and levels of service. Throughout this study, HDR will work closely with the County to tailor this study to provide quality studies that meets the goals and objectives. HDR will routinely meet with WSFC Utilities to review the technical analysis and gain feedback and input. A summary of the approach to complete a comprehensive rate study is shown below.



11. List of Current Projects

While we are involved in meaningful projects, the FNI team is committed to being available and responsive to Cumberland County's needs for this project. With a staff of more than 1,200, we have the flexibility to balance workload, even on short notice. Our proposed team has the capacity to deliver on this contract. Below is a listing of current projects our team members are involved in and the estimated completion of each project.

Project	Owner	Estimated Cost	Estimated Completion
Sewer Model and Master Plan	Jackson County Water & Sewerage Authority, GA	\$249,897.00	10/2024
Lawson Creek Booster Pump Station	Craven County	\$73,996.00	11/2024
Durham Forest Hills Wastewater Modeling	City of Durham	\$64,774.00	11/2024
Water Master Plan	Chatham County	\$323,458.00	6/2025
NORCRESS Lift Station Upgrades & Force Main	Cumberland County	\$292,775.00	12/2024
Lead and Copper Rule Revisions Lead Service Line Inventory	City of Asheboro	\$149,650.00	10/2024
Wastewater Modeling Study	City of Durham	\$1,602,130.00	4/2025
Northeast Creek Sewer Model	City of Durham	\$1,610,438.00	6/2026
Lead and Copper Rule Revisions Lead Service Line Inventory	City of Lenoir	\$60,000.00	10/2024
Regional Water and Wastewater Utility Master Plan	City of Sanford	\$986,164.00	12/2025
Water Distribution System Hydraulic Model	City of Wilson	\$289,137.00	2/2025
Regional Water Plan Council Support	Environmental Protection Division (EPD)	\$417,233.00	12/2024
Distribution System Hydraulic Model	Orange Water and Sewer Authority	\$380,870.00	12/2024
Wastewater Hydraulic Modeling	Town of Cary	\$259,950.00	6/2025
Lead and Copper Rule Revision Phase 1	Town of Fuquay-Varina	\$117,000.00	10/2024
Security & Resiliency Assessment	City of Hickory	\$196,000.00	12/2024
Hydraulic Model Update	Town of Southern Pines	\$60,000.00	12/2024
Beaver Creek Pump Station Expansion	Town of Cary	\$228,200.00	1/2025
North Cary Water Reclamation Facility (NCWRF) Space Plan	Town of Cary	\$29,385.00	1/2025
Pittsboro and Sanford Merger Study	City of Sanford	\$15,000.00	2/2025
Carr Creek Lift Station Improvements	City of Sanford	\$204,660.00	12/2025

12. Proposed Timeline for the Project

TASK	Months											
	1	2	3	4	5	6	7	8	9	10	11	12
Project Kickoff and Scoping												
Summary of Assets												
Operation and Maintenance Plan												
Policy and Land Use Review												
Flow Reconciliation												
Staffing and Resources Review												
Rate Study												
Capital Improvement Plan												
Finalize Plan/Deliverable												

Required Statements

E-Verify

FNI and its subconsultants shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Iran Divestment Act Certification

FNI shall certify that they 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. FNI shall not utilize any subcontractor that is identified on the List.

Federal Contracting Requirements

If awarded the contract, FNI and its subconsultants shall comply with the Federal contracting requirements set forth in the Statement of Federal Terms & Conditions attached to the RFQ.

Conflict(s) of Interest

FNI certifies that we and our subconsultant partners have no known conflict(s) of interest with Cumberland County or this project.

SAM Verification

FNI certifies that our staff and Principals are not debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Our subcontractors are also not debarred or suspended nor otherwise on the EPLS in the SAM. Each firm's verification through the www.SAM.gov is included on the following pages.

FNI Search Results



Exclusion Search Results 0 Total Results

Filter by:

Entity Name	Status
"Freese and Nichols"	Active

HDR Search Results

9/12/24, 9:24 AM

SAM.gov

 An official website of the United States government [Here's how you know](#) ▾



Important Reqs and Certs Update [Show Details](#)
Jul 18, 2024



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Entity validation [Show Details](#)
Sep 10, 2024



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< **Exclusions**



Entity Registration

Exclusions

Active Exclusions

Responsibility / Qualification

HDR ENGINEERING INC • Active Registration

Unique Entity ID CAGE/NCAGE
T39AK2RRG2H9 1EHX1

Entity Information

Expiration Date
Jul 16, 2025

Physical Address
**1917 S 67TH ST
Omaha, Nebraska
68106-2973, United States**

Mailing Address
**1917 S 67TH ST
Omaha, Nebraska
68106-2973, United States**

Purpose of Registration
All Awards

Version

Current Record ▾

■ EXCLUSIONS

<https://sam.gov/entities/view/T39AK2RRG2H9/exclusionInfo?status=Active&emrKeyValue=1781071~1721140743716145>

1/2

Vision NC Search Results



Entity Information Search Results 0 Total Results

Filter by:

Entity Name	Keyword (ALL)	Status
"Vision NC"	"Vision NC"	Active

Forms

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: Freese and Nichols, Inc.		
STREET ADDRESS: 1017 Main Campus Drive Suite 1200	P.O. BOX:	ZIP: 27606
CITY & COUNTY & ZIP: Raleigh, North Carolina 27606	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10): 801 Cherry Street #2800, Fort Worth, TX 76102		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Brian White, PE	FAX NUMBER: 817-735-7491	
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 9/24/2024	EMAIL: brian.white@freese.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, Freese and Nichols, 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

Brian White, PE | Vice President/Principal

Name and Title of Contractor's Authorized Official

9/24/2024

Date

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

Brian White, being first duly sworn, deposes and says that:

1. He/She is the Principal of Freese and Nichols, 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 B. White

Printed Name: Brian White

Title: Vice President/Principal

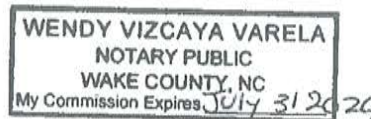
Date: 9/18/2024

Subscribed and Sworn to Before Me,

This 18 day of 09, 24

Notary Public Wendy Vizcaya Varela

My Commission Expires: July 31 2029





Mission

Innovative approaches
Practical results
Outstanding service

Vision

Be the firm of choice
for clients and
employees

Values



 **L** LEARN
CONTINUOUSLY

 **E** ENGAGE
AS FAMILY

 **A** ACT
WITH INTEGRITY

 **D** DELIVER
QUALITY

 **S** SERVE
ALWAYS