
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE – ROOM 118
FEBRUARY 4, 2008
9:00 AM

INVOCATION Commissioner John Henley

Minister: Rev. Ray Brown - Holy Trinity Episcopal Church

Pledge of Allegiance

Recognition of Retired County Employees:

Joyce Faircloth – Health Department
James Phelan – Department of Social Services
Ronald “Doc” Nunnery – Cumberland County Emergency Services
Jerry Thrasher – Cumberland County Public Library
John Tyndall – Cumberland County Sheriff’s Office

Recognition Outgoing Board Members:

Sylvia Ray – Library Board of Trustees

1. Consent Agenda
 - A. Approval of minutes for the January 7, 2008 regular meeting.
 - B. Approval of Report on Delinquent Real Property Taxes for the Year 2007.
 - C. Approval of Revisions to the Community Development Department’s Owner-Occupied Housing Rehabilitation Program (HRP) Policy.
 - D. Approval of Cumberland County Facilities Committee Report and Recommendation:
 - 1) New Public Health Center Construction Manager At Risk

- E. Approval of Cumberland County Finance Committee Report and Recommendations:
- 1) County's Health Insurance Plan and Wellness Program
 - 2) County's Partnership with City of Fayetteville's Recycling Program
- F. Approval of Declaration of Surplus County Property and Authorization to Accept Insurance Settlement.
- G. Approval of Proposed Additions to the State Secondary Road System:
- | | |
|--|---|
| <u>Cross Creek & Pearces Mill Townships:</u> | Belt Blvd. (SR 2205) Relocation |
| <u>Gallberry Farms Subdivision:</u> | Gallberry Farms Road |
| <u>The Woods at Birch Creek Subdivision:</u> | Sangria Place, Danzante Place,
Franciscan Drive (SR 3692 Ext.)
Bardolino Drive (SR 3695 Ext.) |
- H. Approval of Report on the Disposal of Surplus Property Pursuant to NCGS 160A-226(a).
- I. Approval of Offer to Purchase by Jana D. Longnecker from Community Development Department of a House Located at 3234 Glenmore Drive, Hope Mills, and to Publish Notice of Upset Bid.
- J. Approval of Sale of Surplus County-Owned Real Property Acquired by Tax Foreclosure:
- 1) Lot 5, Block C Addition No. 4 Colonial Heights Subdivision
PIN: 0423-58-8229, Rockfish Township
 - 2) Lot 6 Block C Addition No. 4 Colonial Heights Subdivision
PIN: 0423-58-8324, Rockfish Township
 - 3) 0.98 Ac Gardner Ld – PIN: 9496-72-5197; Seventy-First Township
 - 4) 1 Ac Stephenson Land – PIN: 0421-76-7334; Grays Creek Township
 - 5) 0.45 Ac McNeill Land – PIN: 0432-43-1639; Grays Creek Township
 - 6) Lots 18 & 19 Block K Section 2 Meadow View Terrace – PIN:0469-68-1227; Eastover Township
 - 7) 1 Ac Bryant Land – PIN: 0486-88-8725; Cedar Creek Township

K. Approval of a Proclamation Proclaiming February 2008 as "Human Relations Month" in Cumberland County.

L. Approval of Resolution Opposing Further Tightening of Federal Ozone Standards.

M. Budget Revisions:

(1) General Government Other

Revision in the amount of \$75,000 to appropriate designated deferred maintenance fund balance to pave and mark the Courthouse temporary parking lots. (B08-127) **Funding Source – Deferred Maintenance Fund Balance**

(2) Cooperative Extension

Revision in the amount of \$16,206 to reallocate budgeted expenditures to eliminate a position from the County payroll system and re-establish as a "send in" position with the State, requiring the County to reimburse 50% of salary to the State. (B08-186) **Funding Source – Reallocation of Budgeted Expenditures**

(3) Juvenile Crime Prevention Program

Revision in the amount of \$17,949 to budget additional grant funds from the State and to realign other revenue and expenditures to the State budget. (B08-188) **Funding Source – State Grant**

(4) Day Reporting

Revision in the amount of \$1,500 to recognize reallocation funds from the State. (B08-189) **Funding Source – State**

(5) Stedman Fire District

Revision in the amount of \$100 to increase expenditure line to cover unanticipated refunds to taxpayers. (B08-185) **Funding Source – Stedman Fire District Tax**

(6) Mental Health

- a. Therapeutic Alternatives for Safe Communities Regional Coordinating Entity – Revision in the amount of \$282,021 to create a new Substance Abuse Counselor position, purchase a vehicle and budget additional State funding (\$309,831) and reduce Mental Health fund balance (\$27,810). (B08-193) **Funding Source – State and Mental Health Fund Balance**
- b. Therapeutic Alternatives for Safe Communities - Revision in the amount of \$85,799 to create two new Substance Abuse Counselor positions and budget additional State funding (\$224,383) and reduce County transfer (\$138,584). (B08-194) **Funding Source – State and General Fund**
- c. Various Departments – Revisions in total amount of \$556,584 to realign funding by reducing State funding (\$951,613), reduce Mental Health fund balance (\$54,431), increase County transfer (\$138,584) and increase fees (\$310,876). (B08-195 thru B08-205) **Funding Source – State, Mental Health Fund Balance, General Fund, Mental Health Fees**

(7) Social Services

- a. Revision in the amount of \$15,992 to recognize grant funds from American Bar Association (\$11,994) and Child Advocacy Center (\$3,998). (B08-207) **Funding Source – Grants**
- b. Revision in the amount of \$269,502 to recognize additional State funding. (B08-208) **Funding Source – State**
- c. Revision in the amount of \$1,136,952 to recognize additional State and Federal funds from the Division of Child Development. (B08-209) **Funding Source – State and Federal**
- d. Revision in the amount of \$79,985 to recognize additional State funding for Crisis Intervention. (B08-217) **Funding Source – State**

(8) Health – Epilepsy

Revision in the amount of \$275 to recognize a reduction in State funding. (B08-210) **Funding Source – State**

(9) Industrial Development Inducement Fund – Revision in the amount of \$119,581 to appropriate fund balance for additional incentive payment to Goodyear Tire and Rubber Co. (B08-211) **Funding Source – Industrial Development Inducement Fund Fund Balance**

(10) NORCRESS Project/NORCRESS Administration

Revision in the amount of \$199,045 to appropriate fund balance to transfer funds from the completed NORCRESS Project to the NORCRESS Administration Fund. (B08-212 and B08-212A) **Funding Source – NORCRESS Project Fund Balance**

(11) Sheriff Training Facility/Federal Forfeiture-Justice

Revision in the amount of \$70,000 to transfer drug forfeiture funds to the Sheriff Training Facility for the completion of fencing. (B08-214 and B08-214A) **Funding Source – Federal Forfeiture Fund Balance**

(12) Federal Forfeiture-Justice

Revision in the amount of \$528,500 to appropriate fund balance to purchase equipment and vehicles (11). (B08-215) **Funding Source – Federal Forfeiture Fund Balance**

(13) Planning and Inspections

Revision in the net amount of \$7,501 to re-budget prior year grant funds (\$13,779), budget new grant funds (\$9,000) and reduce fund balance appropriated (\$15,278) to support air quality education efforts in the Fayetteville area. (B08-213) **Funding Source – Grants and General Fund Fund Balance**

(14) Library Grants

Revision in the amount of \$37,440 to budget E-rate funds received to purchase computer hardware. (B08-216) **Funding Source - Grant**

PUBLIC HEARING ITEMS

2. Public Hearing to Consider Installment Financing Contract Under GS 160A-20 with RBC Centura Bank to Provide Capital Funds for Construction of Gray's Creek Middle School.

ITEMS OF BUSINESS

3. Presentation on Proposed Downtown Fayetteville Parking Study by Marshal Isler.
4. Consideration of Cumberland County Policy Committee Report and Recommendation on Proposed Overtime/Compensatory Time Policy.
5. Consideration of Contract with GovDeals for On-Line Sales of County Surplus Equipment.
6. Nominations to Boards and Committees
 - A. Adult Care Home Community Advisory Committee (5 Vacancies)
 - B. Child Homicide Identification and Prevention (CHIP) Council (12 Vacancies)
 - C. Cumberland County Home and Community Care Block Grant Committee (2 Vacancies)
 - D. Cumberland County Juvenile Crime Prevention Council (1 Vacancy)
 - E. Nursing Home Advisory Board (1 Vacancy)
 - F. Wrecker Review Board Vacancies (3)

RECESS THE BOARD OF COMMISSIONERS' REGULAR MEETING.

CONVENE THE NORCRESS WATER & SEWER DISTRICT GOVERNING BOARD MEETING (SEE SEPARATE AGENDA) / ADJOURN

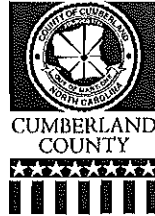
RECONVENE THE REGULAR BOARD OF COMMISSIONERS' MEETING.

7. Closed Session
- A) Economic Development Matter(s)
Pursuant to NCGS 143-318.(a)(4).
 - B) Personnel Matter(s)
Pursuant to NCGS 143-318.11(a)(6).

ADJOURN - MEETING WILL BE BROADCAST LIVE ON TIME WARNER COMMUNITY CHANNEL 7.

MEETINGS:

- February 19, 2008 (Tuesday) – 6:45 PM**
- March 3, 2008 - CANCELLED**
- March 17, 2008 (Monday) – 6:45 PM**



ITEM NO. 1B

OFFICE OF THE TAX ADMINISTRATOR

117 Dick Street, 5th Floor, New Courthouse • PO Box 449 • Fayetteville, North Carolina • 28302
Phone: 910-678-7507 • Fax: 910-678-7582 • www.co.cumberland.nc.us

February 4, 2008

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AARON DONALDSON, TAX ADMINISTRATOR *AD*

RE: Approval of Report on Delinquent Real Property Taxes for the Year 2007

BACKGROUND: North Carolina General Statute 105-369 requires the Collector to report unpaid taxes for the current fiscal year that are liens on real property by the first Monday in February. The purpose of the reporting is to allow you to order the Tax Collector to advertise the tax liens. Upon receipt of your order, I will advertise the tax liens by posting notice at the County Courthouse and by publishing each lien at least one time in one or more of the newspapers having general circulation in Cumberland County.

The statute requires that advertisement period to occur during the period of March 1st through June 30th. It is my intention to deliver the list of delinquent taxes to the newspaper in the latter part of March for advertisement in early to mid-April. The delinquent report will be on display in the Clerk's office through February 5, 2008. After this date, the report will be on display in the Tax Administrator's office.

Total Delinquent County Taxes on real property for Year 2007 as of 1/25/08:
\$12,864,531 on 17,309 parcels

RECOMMENDATION: Accept the report of unpaid taxes for the current fiscal year that are liens on real property and charge the Collector to advertise the tax liens in a newspaper of local circulation during the month of April 2008.

Celebrating Our Past...Embracing Our Future

FALCON – FAYETTEVILLE – GODWIN – HOPE MILLS – LINDEN – SPRING LAKE – STEDMAN – WADE

	A	B	C	D	E	F	G	H	I
2	2007 Delinquent Real Property Taxes as of January 25, 2008								
3	Total COUNTY Delinquent		Total MUNI Delinquent		Total FEES Delinquent		GRAND TOTAL TAXES & FEES DELINQUENT:		
4									
5	County Tax	\$ 8,740,865	Muni. Tax	\$ 3,539,757			County	\$ 9,313,902	
6	Fire Tax	355,607	Revit. Tax	10,872			Municipalities	\$ 3,550,629	
7	Special Fire Tax	17,780					Fees	\$ 1,253,305	
8	Recreation Tax	199,650							
9	TOTAL	\$ 9,313,902	TOTAL	\$ 3,550,629	TOTAL	\$ 1,253,305		\$ 14,117,836	
10									
12	Tax	Total Value of	Total Amount	County	Fire	Special Fire	Recreation	Municipal	Revitalization
13	District	Delinquent Bills*	Taxes Owed*	Tax	Tax	Tax	Tax	Tax	Tax
14		(Taxable)							
15	Cotton	38,474,454	383,702	326,239	37,073	1,854	18,536		
16	Cumberland Road	26,803,048	262,084	222,835	25,322	1,266	12,661		
17	Stoney Point	39,351,458	366,122	311,292	35,374	1,769	17,687		
18	LaFayette Village	-	-	-	-	-	-		
19	Pearces Mill	39,851,493	383,450	326,025	37,048	1,852	18,524		
20	Bonnie Doone	-	-	-	-	-	-		
21	Westarea	53,921,426	518,258	440,644	50,073	2,504	25,037		
22	Grays Creek	52,315,949	492,372	418,635	47,572	2,379	23,786		
23	Vander	56,264,295	544,312	462,797	52,591	2,630	26,295		
24	Manchester	9,654,737	89,609	76,189	8,658	433	4,329		
25	Wade	6,172,998	57,046	48,503	5,512	276	2,756		
26	Stedman	8,841,965	83,504	70,999	8,068	403	4,034		
27	Godwin/Falcon	8,518,487	77,459	65,859	7,484	374	3,742		
28	Lake Rim	105,454	1,116	949	108	5	54		
29	Eastover	13,270,196	127,852	108,705	12,353	618	6,176		
30	Bethany	15,100,171	142,840	121,449	13,801	690	6,900		
31	Beaver Dam	15,514,246	150,803	128,219	14,570	729	7,285		
32		384,160,377	3,680,529	3,129,339	355,607	17,780	177,803		
33									
34	Municipalities								
35	Fayetteville	\$ 630,378,302	\$ 8,008,747	\$ 4,998,367			\$ 3,010,380		
36	Downtown Revitalization	11,026,383	164,167	95,673			\$ 57,622		10,872
37	Hope Mills	36,657,403	474,486	300,394		17,705	\$ 156,387		
38	Spring Lake	17,740,137	234,861	134,206			\$ 100,655		
39	Stedman	5,482,012	65,130	44,088		2,505	\$ 18,537		
40	Wade	2,190,499	23,181	17,510		995	\$ 4,676		
41	Falcon	980,846	10,386	8,463		481	\$ 1,443		
42	Godwin	339,500	3,548	2,788		161	\$ 599		
43	Linden	1,256,380	11,748	10,037		\$ -	\$ 1,711		
44	Eastover	19,055,745	187,748	152,275		\$ -	\$ 187,748		
45	Total Municipalities	\$ 725,107,207	\$ 9,184,002	\$ 5,611,526	\$ -	\$ -	\$ 21,847	\$ 3,539,757	\$ 10,872
46									
47	Fire District Total	\$ 384,160,377	\$ 3,680,529	\$ 3,129,339	\$ 355,607	\$ 17,780	\$ 177,803		
48	Municipalities Total	725,107,207	9,184,002	5,611,526	-	-	21,847	3,539,757	10,872
49									
50	Grand Total	\$ 1,109,267,584	\$ 12,864,531	\$ 8,740,865	\$ 355,607	\$ 17,780	\$ 199,650	\$ 3,539,757	\$ 10,872
51		*Includes total value even	*Does not include fees						
52		on partially paid bill amts.	or interest						



ITEM NO. 1C


COMMUNITY DEVELOPMENT

245 Person Street, 2nd Floor - P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 323-6112 • Fax: (910) 323-6114

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA
FEBRUARY 4, 2008

TO: BOARD OF COUNTY COMMISSIONERS

THRU: JUANITA PILGRIM, DEPUTY COUNTY MANAGER

FROM: THANENA S. WILSON, COMMUNITY DEVELOPMENT DIRECTOR 

DATE: JANUARY 25, 2008

SUBJECT: REVISIONS TO THE OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM (HRP) POLICY

BACKGROUND

Lien Position (page 6 of attached policy as highlighted)

Because the majority of our first time homebuyers purchase existing homes that are more affordable than new construction, many find that after a few years the home may need qualifying housing rehabilitation repairs. And in an effort to assist them in making the necessary repairs without a devastating effect on their monthly budget or obtaining additional debt, we recommend that they seek assistance through our Housing Rehabilitation Program (HRP).

As first time homebuyers, our applicants have an existing second position lien with us and their primary mortgage through another lender. Therefore, by taking a third position lien for the housing repairs, we are in effect behind just one other lender. This, of course, does not hurt our lien position and by making the added repairs to the property we are protecting our initial investment. We would still require that the property have enough equity to support the loan amount as well as meeting all other requirements of the program. Also, if our borrower goes to another lender for assistance, that lender will typically want us to subordinate our lien which jeopardizes our receiving any monies if the loan defaults. Allowing this additional assistance will continue to promote safe and decent housing for the low income citizens in our communities.

RECOMMENDATION AND PROPOSED ACTION

CCCD recommends approval of the proposed changes to the Housing Rehabilitation Program policy with an effective date of January 1, 2008.

Attachment – Housing Rehabilitation Program Policy (proposed changes highlighted)

Celebrating Our Past...Embracing Our Future

Cumberland County Community Development

I. OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM

CDBG FUNDS

(01/01/08)

The following is a presentation by the Cumberland County Community Development (CCCD) Department on the design elements of the Rehabilitation Program using funds from the Community Development Block Grant (CDBG).

In order to avoid becoming primarily an emergency repair program, all structures assisted with the federal grants listed above, should have an established minimum level of repair. This will maximize the use of staff time and allow CCCD to focus on housing units that are more seriously deteriorated. The Rehabilitation Specialist will perform an on-site inspection and prepare a cost estimate. If the cost estimate is less than the recommended standard, the Owner should be notified of ineligibility. If the owner disputes the accuracy of the staff's estimate and feels that their property is eligible for assistance, the Owner may specifically identify the deficiencies and obtain two (2) written estimates from contractors on the Community Development Contractor Register. The Housing Services Manager will carefully review the additional estimates and render a final decision. In the event that an applicant is not eligible, the Housing Services Manager will present alternatives and referrals for possible assistance from similar programs in Cumberland County.

A. ELIGIBLE REHABILITATION COSTS AND/OR IMPROVEMENTS

The following information on eligible rehabilitation costs and improvements are for owner-occupied properties. When considering the rehabilitation of a structure, there are two (2) critical issues related to costs, which we will address. First, the repairs must be significant enough to warrant the involvement of CCCD. The costs for repairs or improvements required to meet the CCCD rehabilitation standards should be equal to or greater than five percent (5%) of the Cumberland County building tax value. Otherwise, the property should be considered ineligible. Secondly, the specific eligible costs and/or improvements for the Rehabilitation Program should be in accordance with the regulations governing the various federal Forgivable Deferred Loan programs.

Eligible property improvements should include code violations, incipient violations, and general property improvement. Repairs designated as First Priority repairs should include repairs necessary to meet CCCD's rehabilitation standards. The following is a list of four (4) First Priority items considered by CCCD:

1. **First Priority:**

Local Rehabilitation Standards: At a minimum, borrowers in projects assisted with CCCD rehabilitation funds must make sure that all work completed is necessary to correct any deficiencies in the property under the CCCD's rehabilitation standards. This includes completing additions to the property, if necessary to meet the CCCD's rehabilitation standards or to meet minimum living space requirements for current or planned occupants. The cost for these items should be included in the loans.

Removing Incipient Deficiencies: Loans may include the cost of rehabilitating the unit to correct or remove incipient problems or defects which, if not repaired, would reasonably be expected to deteriorate into deficiencies of the CCCD's rehabilitation standards within two (2) years. The CCCD should encourage borrowers to include such items. However, borrowers will not be forced to make such improvements. If the property will not be sound enough after the proposed rehabilitation to be considered as an acceptable underwriting risk, the loan should not be approved.

Cost Effective Energy Standards: All substantial rehabilitations, more than \$25,000, must include improvements to bring the structure into compliance with the Cost Effective Energy Conservation Standards (CEECS). The level of energy efficiency standards should be considered and are included in the CCCD's rehabilitation standards.

Other: The following costs associated with the rehabilitation should also be considered first priorities:

- Rehabilitating the property so that it conforms to environmental requirements;
- Flood-proofing;
- Remedying lead-based paint hazards for the property;
- Providing improvements for the physically handicapped; and
- Remedying structural problems caused by termite infestation.

2. **Second Priority:**

General Property Improvements (GPIs): GPIs are improvements other than the required improvements listed above or incipient violations, but which are necessary to put the property in good and readily maintainable condition. GPIs are eligible as long as all required improvements are complete, and the GPIs are reasonable and customary for the area and are not

considered luxurious. The total cost of GPIs must not exceed thirty-five percent (35%) of the total cost of the First Priority items.

Examples of eligible GPIs include, but are not limited to the following:

- Work which will result in reduced maintenance and/or will extend the useful life of a part of the property;
- Work to eliminate inefficient design, such as moving or removing walls; and
- Remodeling a kitchen, bathroom, or currently under utilized space to improve efficiency, to modernize and/or to make aesthetically pleasing.

Soft Costs: Other costs which may be included are project processing and settlement costs provided by third parties on behalf of the borrower. The cost of processing and settling the loan, other than those services normally provided by the locality, and the costs necessary to obtain security for the loan, are eligible costs. These costs may include, but are not limited to the following:

- The costs of building permits and related fees, required to carry out the proposed rehabilitation work, if not included in contractors' bids;
- Origination fee, if the loan is originated by a private financial institution;
- Credit reports;
- Fees for acceptable title evidence, reasonable corrective title work, and other legal fees related to giving HUD an acceptable title report;
- Fees for recording and filing legal documents related to the loan;
- Appraisal fees; and
- Inspections for lead paint, asbestos, termites, or other eligible improvements.

B. APPLICANT ELIGIBILITY

Income and Assets

CDBG is not prescriptive regarding the income eligibility determination. For the sake of consistency, we have selected the "Part 5 annual income" defined at 24 CFR 5.609 (formerly HUD Section 8) method as a determination of income and asset eligibility be used for all programs. This will be useful when estimating borrowers' future ability to pay and producing quality loans.

The Part 5 definition includes consideration of prospective income (over the next 12 months) and the current annual value of assets. Under these definitions, all assets, excluding home equity, have an imputed income that must be included for purposes of determining eligibility. However, in qualifying prospective borrowers for CDBG, imputed income should not be included.

The Part 5 rules are efficient and fair and should be used, although the Part 5 definition of assets vary from the traditional underwriter's definitions. This is also beneficial in that the Part 5 definitions are simpler, less arbitrary, and include only those items that are relatively easy to value and could actually be converted into cash.

Asset Limits

Applicants with assets above the thresholds below must apply those assets above the threshold for payment of costs associated with the rehabilitation of the property. Applicants may choose to use assets that fall below the established limits toward the costs of repairs, even though they are not required to do so.

- *Non-elderly applicants must use nonretirement assets in excess of \$7,500 toward the costs of the repairs to the property.*

Elderly applicants must use nonretirement assets in excess of \$10,000 toward the costs of the repairs to the property.

Credit Review

CCCD uses a common objective standard for the review of credit histories under Fannie Mae guidelines. To adopt secondary market standards such as Fannie Mae's may be restrictive. With some minor exceptions, such as acceptance of late payments and waiver of medical collections, the standards are acceptable.

Qualifying Ratios

It is important to know what private lenders require and design our products to address a market that is presently not being addressed by the private sector.

Our proposed ratio of 30/43% is generous, but is not dissimilar to that offered in the private market. It is a combination of a qualifying ratio, lower interest rates and other flexible underwriting guidelines that make CCCD's program attractive. It is not recommended that this ratio be exceeded.

The ratio is liberal and to exceed it would endanger the borrower's ability to repay the loan and may result in financial hardships.

C. LOAN REQUIREMENTS

Minimum and Maximum Loan Amounts

As previously stated in the Eligible Rehabilitation Costs and/or Improvements, the costs for repairs or improvements required to meet the CCCD rehabilitation standards should be equal to or greater than five percent (5%) of the Cumberland County building tax value in order to make the use of staff cost efficient.

Based on the condition of housing in Cumberland County, the average loan amount used to rehabilitate a unit in the area has averaged \$29,737.65. No maximum amount is established in order to avoid preventing necessary property improvements from being completed.

Generally speaking, the determination and limiting factor will be the owner's ability to handle loan repayment, not an artificially low maximum amount.

Contingencies

A ten percent (10%) contingency will be added to the contractor's bid amount for each qualifying loan provided there is sufficient equity in the property to do so. This contingency will be used during the rehabilitation project for unforeseen and/or unexpected rehabilitation cost. An example of unforeseen and/or unexpected rehabilitation cost would be termite damage discovered while work is in progress that wasn't detected in the initial inspection. The contingency may or may not be used in every project; however, loan amounts will be adjusted accordingly upon completion of work and borrowers notified of any changes. Decreases in direct loans will result in recalculating payments and re-recording legal documents.

Loan-to-Value Ratio

Generally speaking, loan to value (LTV) ratios are not to exceed 100% of the "after rehab" value. The customary loan to value ratio in the private market is 80% and in some cases when Private Mortgage Insurance (PMI) is used, the maximum LTV may reach as high as 97%. However, these typically will be first mortgages only. The market for secondary financing is less flexible. It is difficult to obtain second mortgage financing which exceeds 80% of the value of the property. To address this unmet need, subordinate financing which approaches a 100% loan, without the cost of mortgage insurance, is desirable.

CCCD will use a 100% Combined Loan-to-Value (CLTV); however, in the event there is not the necessary equity, CCCD may exceed this limit, giving us a very soft second, but it will achieve the goal of providing service to those in need. Written justification must be provided for any exceptions to the policies stated and approved by the loan underwriter and Community Development Director (or internal loan committee).

Security

Loans will be secured by a lien on the subject property. CCCD will accept only first and second mortgage positions, except when lender is USDA, Rural Development. CCCD will accept third position lien if first and second liens are held by USDA, Rural Development due to their unique lending program or CCCD will accept a third lien position behind a current CCCD lien on a first time homebuyer borrower. Property must have clear and marketable title. The property may not be landlocked. Repayment terms and conditions are described in the mortgage instrument.

D. SPECIAL CONDITIONS

Transfers and/or Assumptions

CCCD mortgages contain due-on-sale clauses that generally require CCCD consent before title to a security property can be transferred. If it is in the best interest of Cumberland County, CCCD will approve the transfer of title and allow an assumption of indebtedness, depending on the transferee's eligibility and the property's characteristics.

A borrower who wishes to transfer a security property restricted by a due-on-sale clause to a purchaser who wishes to assume the debt must receive prior authorization from CCCD. If CCCD authorizes the transfer and assumption, the account will be serviced in the purchaser's name and the purchaser will be liable for the loan under the terms of the security instrument. The transferor may apply to CCCD for release of liability of indebtedness.

Exceptions to due on sale clauses

(1) Due-on-sale clauses are not triggered by the following types of transfers:

(a) A transfer from the borrower to a spouse or children not resulting from the death of a borrower.

(b) A transfer to a relative, joint tenant, or tenant by the entirety resulting from the death of the borrower.

(c) A transfer to a spouse or ex-spouse resulting from a divorce decree, legal separation agreement, or property settlement agreement.

(d) A transfer to a person other than a deceased borrower's spouse who wishes to assume the loan for the benefit of persons who were dependent on the deceased borrower at the time of death, if the dwelling will be occupied by one or more persons who were dependent on the borrower at the time of death, and there is a reasonable prospect of repayment.

(e) A transfer into an inter vivos trust in which the borrower does not transfer rights of occupancy in the property.

(2) A transferee who obtains property through one of the types of transfer listed above:

(a) Is not required to assume the loan and CCCD will not liquidate the loan, if the transferee continues to make scheduled payments at note rate and meet all other obligations of the loan. A transferee who does not assume the loan is not eligible for a deferral; however, the transferee (owner) must occupy the property as his or her primary residence or produce evidence to CCCD that the property is being rented to a low-income household at or below HUD FMR. Property must be occupied within ninety (90) days from the date of the transfer.

(b) May assume the loan at the rates and terms contained in the promissory note with no down payment if the transferee occupies the property and applies and is eligible for subsidy.

(3) Any subsequent transfer of title, upon death of the inheritor or between inheritors to consolidate title, will be treated as a sale.

REFINANCING CONSIDERATIONS

Homeowners will not be permitted to refinance the property without the approval of the CCCD, nor will CCCD agree to a subordination of its lien interest unless it is deemed to be in the best interest of the borrower and only if the value of the collateral remains sufficient to secure the County's debt.

E. TYPES OF LOANS

The CCCD staff has agreed that, while program income is desirable, our role should be more of a service provider, and the desire for program income should not overshadow the primary focus of providing housing to those in need as soon as possible. On this premise, we have considered what the market has to offer and have attempted to design a program that is uncomplicated, equitable, and services a particular constituency that would have otherwise been left unassisted.

Rates and Terms

Standard Rehab: The note interest rate which is currently 3% will be established annually based upon current market rates with repayment over a fifteen (15) year term (or 30 year term if re-construction). The subsidy granted to the borrower(s) for this type loan will be a deferred loan (no interest or payments) which will become payable only when the borrowers cease to occupy the property, transfer the property, or exceed the established HUD income limit for the area.

Borrowers will be re-certified every five years to determine continued eligibility for subsidies. If the borrowers remain eligible then beginning on the sixth anniversary date of the loan, the balance due under the Note shall automatically be reduced annually by ten percent (10%) of the original deferred amount of the loan (or 4% if re-construction) and continue each year thereafter until the remaining balance is \$0.00.

Rehab and Refinance: Fully amortized loan with a fixed interest rate that is established annually based upon current market rates and repaid over a **thirty (30) year** term. Property rehab cost must meet minimum threshold requirements as previously stated. Eligible applicants must be paying in excess of 30% in PITI at the time of application and/or have a current interest rate in excess of two percent (2%) of the CCCD current rate. Applicants must otherwise meet all other underwriting guidelines (such as debt to income ratios, LTV, acceptable credit, etc.) Applicant may not cash out any equity.

Types and levels of subsidies will be evaluated annually to ensure adequacy and overall effectiveness of the program.

The following chart is a summary of the Owner-Occupied Rehabilitation Program:

HOUSING REHAB PROGRAM

(01/01/06)

INCOME CATEGORY (3/8/06)	ELIGIBILITY CRITERIA	RATES and TERMS																								
0 - 80% - Deferred Loan <u>Household Income</u> <table> <tr><td>1</td><td>\$0.00 -</td><td>\$26,650</td></tr> <tr><td>2</td><td></td><td>\$30,500</td></tr> <tr><td>3</td><td></td><td>\$34,300</td></tr> <tr><td>4</td><td></td><td>\$38,100</td></tr> <tr><td>5</td><td></td><td>\$41,150</td></tr> <tr><td>6</td><td></td><td>\$44,200</td></tr> <tr><td>7</td><td></td><td>\$47,250</td></tr> <tr><td>8</td><td></td><td>\$50,300</td></tr> </table> <i>(USDA-RD 504's must be below 50%. 1% Loan unless over 62 years of age- grants)</i>	1	\$0.00 -	\$26,650	2		\$30,500	3		\$34,300	4		\$38,100	5		\$41,150	6		\$44,200	7		\$47,250	8		\$50,300	<ul style="list-style-type: none"> • Must be Low – Mod Income • Must Own Property • Property Must Be Free & Clear Of all Federal, State and Local Liens and any other Judgements <u>in excess of \$1000</u> <p style="text-align: center;">Minimum Creditworthiness Review (CBR)</p> <ul style="list-style-type: none"> • Mortgage is currently no more than 30 days past due • Bankruptcy must be discharged 	3% Note rate 15 Year Term ***** 30 Year Term (Re-construction) ***** Loan deferrals forgiven annually on a prorated basis beginning on the sixth anniversary of the loan and throughout the remainder of the term (i.e., 10 or 25) ***** Re-certify every 5 years for ownership and household income. If same owner and income below 80%, continue as is. If same owner and income over 80%, ream at note rate for remaining term. If different owner, note is triggered.
1	\$0.00 -	\$26,650																								
2		\$30,500																								
3		\$34,300																								
4		\$38,100																								
5		\$41,150																								
6		\$44,200																								
7		\$47,250																								
8		\$50,300																								

REFINANCE		May include funds to REFINANCE existing secured Non-CCCD debt to reduce borrower's overall housing costs provided:	3% Note rate 15 or 30 Year Terms
0 – 80% Amortized Loan			
1	\$26,650	Satisfactory credit worthiness review for past 12 months (except can be documented as isolated case due to extreme circumstances) to include <u>payment of all outstanding judgements and collections of any kind. No waiting period after paid in full</u> • Old debt exceeds 30% of applicant's gross income; and/or • Refinance reduces interest rate by at least 2% • Applicant may not cash out equity. • Applicant MUST show repayment ability for a fully amortized loan based on ratios of 30/43	
2	\$30,500		
3	\$34,300		
4	\$38,100		
5	\$41,150		
6	\$44,200		
7	\$47,250		
8	\$50,300		

Repeat Rehabilitation Loan

Once a standard rehabilitation loan has been made, no other rehabilitation loan will be made until the current loan is paid in full or forgiven and a minimum of ten (10) years has lapsed since the closing date of the initial loan.

NOTE: Emergency Assistance may be provided in all categories as seen under the Emergency Repair Program.

II. OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM

HOME FUNDS

The purpose of the Owner-Occupied HOME Rehabilitation Housing Program is to expand the supply of decent, safe, sanitary and affordable housing. A Direct Loan or Deferred Loan are two of the most conservative and efficient ways to achieve this goal. We have adopted underwriting guidelines that will best meet the needs of the homeowners to be served. One of the potential drawbacks of the Direct Loan Program requires a long-term mutual, contractual obligation between the borrower and Cumberland County Community Development (CCCD). However, one of the benefits of the program is program income (loan repayment) which is retained by CCCD for future use in funding HOME activities; HOME funds may supplement CDBG financing by providing higher rehabilitation costs for more extensive improvements; and HOME funds may also be used citywide, giving CCCD more geographic flexibility. Cumberland County Community Development has elected to use HOME funding for housing rehabilitation in the geographic area of Cumberland County and not within the city limits of Fayetteville.

The following design issues must be categorized and analyzed systematically. The four key program elements are: 1) eligibility of both the homeowner and property, 2) rehabilitation standards, 3) product and market definition, and 4) management planning. The following is a discussion of the four key design elements.

A. Eligibility

Homeowners: HOME requires that homeowners be low income (gross annual income should be no more than 80% of the area's median). HOME also uses the Part 5 definition of "annual income" as shown in 24 CFR Part 813.

Property: Homeowners must own the property and occupy it as a principal residence. HOME guidelines designate single-family properties as:

- One to four unit property;
- Condominium unit;
- Manufactured home (e.g. mobile home); and
- Cooperative unit.

*Note: Under HOME program rules, a life-estate is not considered a form of homeownership. The only forms of ownership defined at 24 CFR 92.2 are a fee simple title or a 99-year leasehold interest. Therefore, houses occupied by residents with life estates do not qualify for "owner-occupied" rehabilitation.

B. Eligible Rehabilitation Costs and/or Improvements

The specific eligible costs and/or improvements for the Rehabilitation Program shall be in accordance with the regulations governing the HOME program. HOME specifies what costs may be included in a HOME funded rehabilitation loan. Allowable costs include the following:

- Development hard costs - actual rehabilitation costs - including:
Costs to meet Part 5 Housing Quality Standards (HQS);
Costs to meet local codes and rehabilitation standards;
Essential improvements;
Energy-related improvements;
Abatement of lead-based paint hazards;
Repair or replacement of major housing systems; and
Anticipated repairs and general property improvements of a non-luxury nature;
- Demolition costs - when part of a rehabilitation project;
- Site improvements and utility connections;
- Related soft costs - reasonable and necessary costs - including:

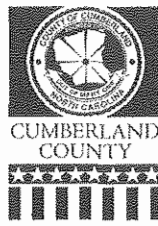
Architectural, engineering, or related professional services incurred by the owner;
Financing costs such as credit and title verification, recording fees, building permits, legal fees, and appraisals incurred by the owner; and
Temporary relocation costs.

C. Establishing Levels of Assistance

The amount of the subsidy depends on several factors:

- HOME minimum and maximum benefits;
- Condition of the property;
- Local Rehabilitation standards; and
- Homeowner's ability to pay.

ROBERT N. STANGER, P.E.
County Engineer



SAM LUCAS
Engineering Technician II

WAYNE DUDLEY, CFM
Engineering Technician I

ENGINEERING DEPARTMENT

Historic Courthouse, 130 Gillespie Street • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
Telephone (910) 678-7636 • Fax (910) 678-7635

January 24, 2008

ITEM NO. 1D

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBERT N. STANGER, COUNTY ENGINEER *RNS*

THROUGH: AMY H. CANNON, ASSISTANT COUNTY MANAGER *AHC*

SUBJECT: NEW PUBLIC HEALTH CENTER
CONSTRUCTION MANAGER AT RISK

BACKGROUND

A report on the status of the new Public Health Center Project was presented to the County Facilities Committee at its January 8, 2008 meeting by David Mullins with CJMW, the project architect. Mr. Mullins reviewed the site plan, final floor plans, and building elevations and indicated that the construction drawings are approximately 90% complete. A final review set of plans and specifications will be submitted to County Engineering by February 15, 2008 and the project could be let for bids in early March 2008.

Mr. Mullins presented information regarding the Construction Manager (CM) At-Risk approach for procuring construction services for the Public Health Center Project. Recent state legislation gives local governmental entities the ability to select a construction manager (general contractor) through a qualifications based process then negotiate a guaranteed maximum price for construction. This process is similar to the way in which architectural and engineering services are procured. The Construction Manager At-Risk offers an alternative to the conventional single-prime or multi-prime construction bid (open bid) process.

According to Mr. Mullins the primary advantages to CM At-Risk compared to conventional low-bid construction procurement are:

- CM At-Risk is qualifications based as opposed to accepting the low-bid from any contractor that can get bonded for the job regardless of past performance.
- Conventional low-bid process is typically change order driven whereas with CM At-Risk there is a negotiated guaranteed maximum price (GMP) that includes the CM's management fee thus mitigating the incentive to "look" for change order work.
- CM At-Risk can be incentive driven which can lead to a shortened project timeline. Any reduction in the construction timeline should result in reduced construction costs due to inflationary factors.

The architect believes that we can shorten the construction time by 2 months using CM At-Risk as opposed to open bid.

- CM At-Risk is open book meaning that all costs are disclosed to the architect and owner.
- The owner has more control over the selection process for subcontractors, hence more control over quality of construction.

After further discussion, the County Facilities Committee endorsed the recommendation of the County Manager, County Engineer, and Project Architect to use the CM At-Risk approach to construct the new Public Health Center. Mr. Mullins advised the Committee that in order to maintain the project schedule, we would need to begin the CM selection process prior to the February 4, 2008 meeting of the Board of Commissioners. The Request for Qualifications was issued on January 21, 2008 and responses are due by February 8, 2008. The goal is to have a CM selected and GMP negotiated by the end of February and recommend a contract award to the Board at its March 17, 2008 meeting.

RECOMMENDATION/PROPOSED ACTION

The recommendation of the Facilities Committee, County Engineer, Project Architect and management is to use Construction Manager At-Risk to construct the new Public Health Center.

The proposed action by the Board is to endorse the staff recommendation and validate the actions taken to date by staff to move forward with the CM At-Risk procurement method.

CUMBERLAND COUNTY FACILITIES COMMITTEE
January 8, 2008 – 8:30 AM
REGULAR MEETING

PRESENT: Commissioner Diane Wheatley
Commissioner Billy King
Commissioner John Henley
Commissioner Breeden Blackwell
James Martin, County Manager
Juanita Pilgrim, Deputy County Manager
Cliff Spiller, Assistant County Manager
Amy Cannon, Assistant County Manager
Grainger Barrett, County Attorney
Harvey Raynor, Assistant County Manager
Sara VanderClute, Public Information Officer
Bob Stanger, County Engineer
Al Brunson, Director of Electrical & Mechanical
Wayne Raynor, Public Health Director
Jody Risascher, Library Director
Howard Lloyd, Finance Officer – Sheriff's Office
Robbie Ferris, First Floor Developers
Jeff Reitzel, Moorman, Kizer & Reitzel, Inc.
David Mullins, Calloway, Johnson, Moore & West
Carroll Beard, On-Site Construction Manager (Public Health Bldg)
Marie Colgan, Deputy Clerk

Commissioner King gave an invocation and called the meeting to order at 8:33 AM.

1. Selection of Chair for 2008

MOTION: Commissioner Henley moved to appoint Commissioner King.
SECOND: Commissioner Wheatley
VOTE: Unanimous

2. Approval of Minutes: September 11, 2007

MOTION: Commissioner Henley moved to approve.
SECOND: Commissioner Wheatley
VOTE: Unanimous

3. Presentation from Robbie Ferris on the new Western Branch Library

Robbie Ferris provided a handout and discussed in detail each page regarding the design of the new Western Branch Library. Mr. Ferris stated that the building being presented would be the first LEED platinum building of this type in the nation, which means that it will have the highest environmental and conservation rating for a building designed based on performance characteristics; such as, energy savings/energy generated and environmental friendliness. He advised that the site chosen was large enough to put other facilities there in the future. Commissioner Henley voiced concern over the closeness of the railroad, but Mr. Ferris assured him that there would be appropriate buffers used to protect the children. Mr. Ferris informed members that the Cafeteria, Multipurpose Room and the School Media Center could be used for after-hours activities. Mr. Ferris advised that his company is purchasing solar panels (\$8 million

cost with \$4 million recovered in tax credits over 30 years) to be used on the roof to generate electricity. The building will make more electricity than it will use (energy generated will be sold). The average cost of utilities for an elementary school is \$1.30 per square foot, but this building would be \$.70 per square foot – savings of about \$60,000 per year. Discussion ensued regarding the advantages of using the Capital Lease program for financing in lieu of traditional financing and the advantages of using solar panels. On Friday, a presentation will be made to Associate Superintendent Tim Kinlaw and draft contracts will be provided. If the school system makes a decision to proceed with a Capital Lease, then it will come back to the Commissioners for action.

4. Discussion on Request from Sheriff's Department to Fence Sheriff's Training Center – Bob Stanger referred members to the memo from the Sheriff's office with a request for fencing the Sheriff's Training Center due to security and liability issues since the facility is not manned 24 hours a day. He is bringing the request to this Committee to make it aware of a change to a county facility. James Martin added that drug forfeiture funds will be used for the fencing, so no request is being made for funds. Commissioner Henley stated that he did not feel that barb wire is needed for the top of the fence. Mr. Stanger questioned whether consideration could be given to fencing the Animal Control facility at the same time. After discussion, the consensus of the Committee was to move forward with fencing the entire complex, but without the barb wire at the top of the fence.

5. Update on Public Health Center – Bob Stanger advised that an update on the Public Health Center building with the finalized floor plans will be presented by David Mullins and as well as an alternate procurement process option for the facility. Mr. Mullins advised that they are looking for completion in 4 to 6 weeks of the construction drawings and presented a power point presentation of the 108,352 square foot building. Detailed estimates have been made and they are under budget at this point with a substantial contingency. Mr. Mullins asked that a Construction Manager At-Risk process be considered instead of an open bid in order to provide a high quality building at approximately the same cost. He explained that by using the Open Bid process, this opens up the job to any licensed contractor in the State of North Carolina with the bonding capacity to do the job no matter how good or bad they have performed in the past. The Construction Manager at Risk is a selection of a construction manager which takes on the management of the job and the bidding is held to a minimum number of qualified bidders. The Open Bid process is also more of a change order driven process whereas the Construction Manager At Risk process is driven by incentives and should shorten the project timeline. After further discussion of the pros and cons of which process to use, Bob Stanger and James Martin agreed that the Construction Manager At Risk process is more desirable. Mr. Mullins advised that he must publish an ad in the newspapers no later than the first of next week in order to be able to select a contractor by the second week in February. Commissioner Henley asked for discussions in the next couple of months regarding the traffic on Peace Street. Discussions ensued regarding alternative methods of solving the problem. Commissioner Wheatley requested that we start making the public aware of what is being considered for the use of the current Health Department Building.

MOTION: Commissioner Henley moved to recommend the Construction Manager At Risk to the full Board.
SECOND: Commissioner Wheatley
VOTE: Unanimous

6. Other Matters of Concern – Mr. Martin asked Bob Stanger to give a quick update on the Courthouse parking lot. Mr. Stanger advised that the front of the courthouse should be completed in another 45-60 days and then work will begin on the Russell Street side parking lot. The temporary parking lots are ready for use. Monthly updates will be given to the County Manager for distribution to the Commissioners.

MEETING ADJOURNED: 10:05 AM



ITEM NO. 1E(1)/(2)

COUNTY of CUMBERLAND

James E. Martin
County Manager

Cliff Spiller
Assistant County Manager


Juanita Pilgrim
Deputy County Manager

Office of the County Manager

Amy H. Cannon
Assistant County Manager

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 4, 2008

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JAMES E. MARTIN, COUNTY MANAGER 

DATE: JANUARY 30, 2008

SUBJECT: APPROVAL OF CUMBERLAND COUNTY FINANCE
COMMITTEE REPORT AND RECOMMENDATIONS

BACKGROUND

The Finance Committee met on Thursday, January 3, 2008 to discuss the County's Health Insurance Plan and Wellness Program and the County's Partnership with City of Fayetteville's Recycling Program.

Mark Browder of Mark III made a presentation regarding the County's current Health Insurance Coverage through Blue Cross and Blue Shield (BCBS). Mr. Browder made recommendations to the Finance Committee for the County to utilize the Health Risk Assessment (HRA) that is provided by BCBS. By participating in the HRA program, County employees would receive a discounted rate for 2008-09. This assessment would take place in April 2008 and again in April 2009. In order for participants to continue to receive discounts, they must continue to participate in the HRA, receive a score of 80 (or improve their score by 5 points if it was below 80). If this medical strategy is adopted by the Board of Commissioners there will be no need for an increase in health care funding for the 2008-2009 plan year. Mr. Browder did note the importance of medication adherence. Therefore, BCBS is reducing cost barriers to members with specific chronic conditions by waiving copayment on certain generic medications that treat congestive heart failure, high blood pressure, high cholesterol and diabetes. In addition, BCBS is moving more expensive brand-name drugs that treat these conditions into a lower cost drug classification category so they are more affordable. This program will run from January 2008 through 2009.

Mr. Browder recommends that Cumberland County not go out for bids for health insurance for the FY09 plan year and that it adopt the above health strategies. The Finance Committee concurs with Mr. Browder's recommendation. In addition, the Committee recommends that the County do the Wellness Strategy as recommended by Mr. Mark Browder and County Management and that it should include adults and spouses on the County's plan.

The Finance Committee also at the January 3, 2008 meeting discussed the City of Fayetteville's recycling effort and proposed partnership with Cumberland County.

Jerry Dietzen, City of Fayetteville told the Finance Committee that the city staff is ready to make a recommendation to the City Council regarding recycling. Cost would be no more than \$39 a year for a single family dwelling. The City is requesting that the County participate in the effort by providing a "tipping" spot for the recyclables. Management indicated that they thought that the County should participate in the recycling program. The cost for the county to participate in providing the tipping spot for the County to haul the recyclables away is \$450,000 - \$500,000 (equipment and two employees) with approximately \$300,000 of that representing up-front equipment purchase cost. In addition, the Committee discussed the City continuing to pay the \$48 household fee it currently pays. Mr. Bobby Howard noted that a new law will come into effect in July 2008 that requires the County to pay a tipping fee of \$2.00 per ton for waste deposited in the landfill. He noted that the County may have to increase its \$48 fee to \$50 in order to break even.

RECOMMENDATION/PROPOSED ACTION

Accept and approve the recommendations of the Finance Committee for the Health Insurance and Wellness Program. The Finance Committee also recommends authorization for Bobby Howard, Solid Waste Director and the County Manager to enter into an Interlocal Agreement with the City of Fayetteville for the processing of recyclables.

Attachment: Minutes

/ct

CM013008-1

CUMBERLAND COUNTY FINANCE COMMITTEE MEETING
JANUARY 3, 2008, 8:30AM

MEMBERS

PRESENT: Commissioner Jeannette Council
Commissioner John Henley
Commissioner Kenneth Edge

OTHERS: Commissioner Breeden Blackwell
Commissioner Diane Wheatley
James Martin, County Manager
Juanita Pilgrim, Deputy County Manager
Cliff Spiller, Asst. County Manager
Amy Cannon, Asst. County Manager
Grainger Barrett, County Attorney
Harvey Raynor, Deputy County Attorney
James Silman, Risk Management
Marsha Fogle, Clerk
Mark Browder, Mark III
Doug Hewitt, City of Fayetteville
Jerry Dietzen, City of Fayetteville

ADDITION TO AGENDA: Update on City of Fayetteville's recycling effort and a proposed partnership with the County

1. Election of Chair

Commissioner Kenneth Edge was elected Chair.

2. Selection of meeting date

Meeting date will remain the same – 1st Thursday of the Month at 8:30AM.

3. Approval of Minutes: November 1, 2007

MOTION: Commissioner Council moved to approve.

SECOND: Commissioner Henley

VOTE: UNANIMOUS

3. Update on County's Health Insurance Plan

Mark Browder of Mark III reviewed his proposed 2008-09 Wellness Strategy. Mr. Browder noted there is no need to increase the funding for the 2008-09 County Medical Plan. Claims from July 2006 – June 2007 were \$433.79 per subscriber per month.

From July 2007 – November 2007 claims are running flat (\$431.13 per subscriber per month).

Mr. Browder reviewed some statistics:

- Obesity trends from 1985 – 2005 have increased from less than 10% to 29%.
- Deaths from diabetes and heart disease have increased from 2000 to 2004.
- Behavior accounts for 50% of determinants of our health.
- High blood pressure is the leading cause of disability/death from stroke, heart attack and kidney failure.
- Cholesterol is a leading indicator of heart disease.
- Medical costs from obesity are higher.
- Smokers average \$3,400 per year in excess medical/productivity claims.
- The risk of death from Cardiovascular Disease increase 30% if you smoke.
- One in three adults has a lifetime risk of diabetes.

2008-09 Wellness Strategy

- Maintain the health of those that are well;
- Improve the health of those that are chronically ill;
- Drive member engagement and responsibility for their health care;
- Provide tools and incentives that result in healthy behaviors;
- Positively influence change in the health care demand based on demonstrated results.

Phase I - Recommendations

- Utilize the Health Risk Assessment provided by BCBS.
- (Assessment to be done in April 2008)
- Each participant will receive biometric indicators and health behavior indicators and be provided a wellness score.
- Biometric indicators could be collected with assistance from Cape Fear Valley Medical Center.
- Participants will receive results and score online (score becomes a baseline upon which future PREMIUM REDUCTIONS will be based. (A score of 80 & above would be a healthy range).
- By participating in the HRA, the employee will receive a discounted rate for 2008-09. (Differential will be \$30.00)

Phase II – Recommendations

- HRA will be performed again in April 2009.
- To receive the discount for 2009-10 and after, the participant must participate in the HRA, receive a score of 80 or improve their score by 5 points if it was below 80 in 2008-09 or receive a waiver signed by their physician

If this medical strategy is adopted by the Board there will be no need for an increase in health care funding for the 2008-09 plan year.

Mr. Browder noted the importance of medication adherence. Therefore BCBS is reducing cost barriers to members with specific chronic conditions by waiving copayment on certain generic medications that treat congestive heart failure, high blood pressure, high cholesterol and diabetes. In addition BCBS is moving more expensive brand-name drugs that treat these conditions into a lower cost drug classification category so they are more affordable. This program will run from January 2008 through 2009.

Mr. Browder recommends the County not go out for bids for health insurance for the FY09 plan year and that it adopt the above health strategies.

Committee members discussed requiring adults and spouses participate in the program plan. They also discussed how it could address tobacco uses as part of the plan. Commissioner Henley suggested the plan should also include retirees under the age of 65. The smoking issue will be addressed as soon as a plan is formulated, but perhaps not initially. Mr. Browder noted that logistically it could be difficult to include retirees in the Program.

MOTION: Commissioner Henley moved that the County stay with BCBS for another year.

SECOND: Commissioner Council

VOTE: UNANIMOUS

MOTION: Commissioner Council moved that the Committee recommend that the County do the Wellness Strategy as recommended by Mr. Browder and county management and that it should include adults and spouses on the county's plan.

SECOND: Commissioner Henley

VOTE: UNANIMOUS

4. Other matters – Update on the City of Fayetteville's recycling effort and proposed partnership with the County of Cumberland

Mr. Jerry Dietzen told the Committee that city staff is ready to make a recommendation to the City Council regarding recycling. Cost would be no more than \$39 a year for a single family dwelling. The City is requesting that the County participate in the effort by providing a "tipping" spot for the recyclables. The City indicated it did know of some recycling companies who would be willing to come to the county landfill and pick up the recyclables.

Management indicated it thought the County should participate in the recycling program. The cost for the county to participate in providing the tipping spot for the county to haul the recyclables away is \$450,000 - \$500,000 (equipment and two employees) with approximately \$300,000 of that representing up-front equipment purchase cost. In addition the Committee discussed the City continuing to pay the \$48 household fee it

currently pays. Mr. Bobby Howard noted that a law that will become effective in July 2008, requires the County pay a tipping fee of \$2.00 per ton for waste deposited in the landfill. He noted that the County may have to increase its \$48 fee to \$50.00 in order to break even.

Following some discussion the following motion was made:

MOTION: Commissioner Council moved that in collaboration with the City of Fayetteville the Committee recommend to the Board of Commissioners that the County collaborate with the City of Fayetteville recycling effort by providing a tipping spot at the County's Solid Waste Department and that the County plan to haul the recyclables to a Materials Recovery Facility (MRF). (If we provide a tipping spot, the County will own the recyclables and haul them to a MRF). The City would not need to contract with anyone to haul the recyclables from the county landfill to a MRF.

SECOND: Commissioner Henley

VOTE: UNANIMOUS

More information on this project will be provided at the County's Planning Retreat on February 7, 2008.

MEETING ADJOURNED



ITEM NO. 1 F

OFFICE OF THE RISK MANAGER

P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 223-3327 / (910) 323-6107 • Fax: (910) 323-6106

January 24, 2008

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JAMES B. SILMAN, RISK MANAGEMENT DIRECTOR *JS*

SUBJECT: CONSIDERATION OF DECLARATION OF SURPLUS
COUNTY PROPERTY AND AUTHORIZATION TO ACCEPT
INSURANCE SETTLEMENT

BACKGROUND

DATE OF ACCIDENT	December 21, 2007
VEHICLE	2000 Ford Crown Victoria
VIN	2FALP71W7YX179612
FLEET #	FL192
MILEAGE	145,140
DEPARTMENT	Sheriff's Office
SETTLEMENT OFFER	\$3,639.40
INSURANCE COMPANY	GEICO

This is a total loss settlement offers.

RECOMMENDATION/PROPOSED ACTION

Management recommends that the Board of Commissioners:

1. declare the vehicles described above as surplus
2. authorize the Risk Manager to accept \$3,639.40 as settlement
3. allow GEICO Insurance to take possession of the wrecked (surplus) vehicle.

Celebrating Our Past...Embracing Our Future



- * GEICO General Insurance Company
- * GEICO Indemnity Company
- * GEICO Casualty Company
- * Criterion Insurance Agency Inc (Colonial County Mutual Ins)

TOTAL LOSS SETTLEMENT EXPLANATION

Date: January 16, 2008

Date of loss: December 21, 2007

Claim number: 0144796340101039-03

Dear Mr Silman

This is a brief explanation of your claim settlement:

Agreed value of vehicle:	\$ 3480.00
Add State Sales Tax	\$ 104.40
Misc Fees & Adjustments	\$ 55.00
Less deductible amount (if any)	\$ 0.00
Less value of salvage you retained	\$ 0.00
Tow Charges	\$ 0.00
Storage Charges	\$ 0.00
Less payment to lien holder	\$ 3639.4
Amount to you	\$ TBD
Additional Payments	\$ 0.00

Draft Number

Draft Number

Draft Number

NOTICE:

State law requires that owners of Total Loss or Salvage motor vehicles apply for a salvage Certificate within 10 days after a Total Loss Settlement:

☐ Does apply

☒ Does not apply

Any state sales tax due the owner through replacement of the vehicle will be considered when notice is given and purchase invoice presented:

☐ Does apply

☒ Does not apply

Adjuster: Lou Spagnolo

Telephone No: 910-257-4918

Customer signature: _____

MEMBER NATIONAL INSURANCE CRIME BUREAU



ITEM NO. 16

COUNTY of CUMBERLAND

James E. Martin
County Manager

Cliff Spiller
Assistant County Manager

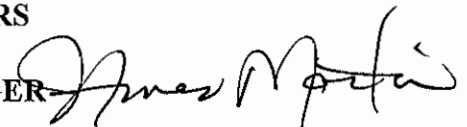
Juanita Pilgrim
Deputy County Manager

Amy H. Cannon
Assistant County Manager

Office of the County Manager

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 4, 2008

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JAMES E. MARTIN, COUNTY MANAGER 

DATE: JANUARY 25, 2008

SUBJECT: PROPOSED ADDITIONS TO THE STATE SECONDARY ROAD SYSTEM

BACKGROUND

The North Carolina Department of Transportation has received petitions requesting the following streets be placed on the State Secondary Road System for maintenance (see attached):

<u>Cross Creek & Pearces Mill Townships:</u>	Belt Blvd. (SR 2205) Relocation
<u>Gallberry Farms Subdivision:</u>	Gallberry Farms Road
<u>The Woods at Birch Creek Subdivision:</u>	Sangria Place, Danzante Place, Franciscan Drive (SR 3692 Ext.) Bardolino Drive (SR 3695 Ext.)

DOT has determined that the above streets are eligible for addition to the state system.

RECOMMENDATION

NCDOT recommends that the above named streets be added to the State Secondary Road System. County Management concurs.

PROPOSED ACTION

Approve the above listed streets for addition to the State Secondary Road System.

/ct

Attachments



*cc: Cindy
for placement
on BOC agenda*

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

January 17, 2008

Division Six - District Two
Cumberland County

Breedon
Mr. ~~Kenneth S.~~ Edge, Chairman
Cumberland County Board of Commissioners
Post Office Box 1829
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

Dear Mr. Edge,

This is reference to a petition submitted to this office requesting street(s) in Cumberland County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State System.

Cross Creek & Pearces Mill Townships

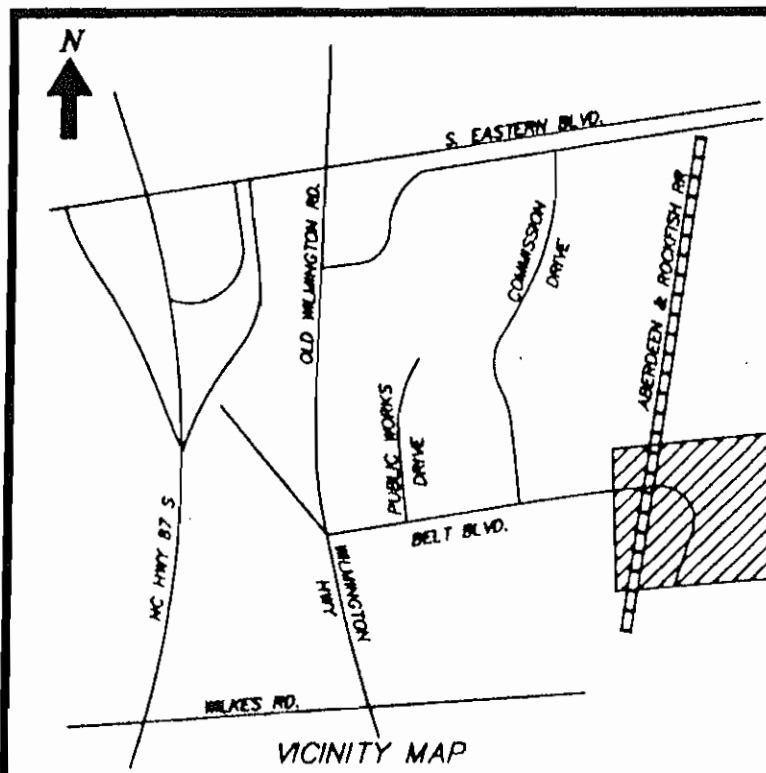
- Belt Blvd. (SR 2205) Relocation

It is our recommendation that the above named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

Sincerely,

Christopher W. McGee, P.E.
District Engineer

CWM:rdp



I, Michael
No. L-24
survey of
land.

Michael T
Michael T

Legend
EPN =
EPK = E
ECM =
ERB =

NORTH CAROLINA
CUMBERLAND COUNTY

I, MICHAEL TATE, certify that this plat was drawn under my supervision from an actual survey made under my supervision, deed description as shown on the face of this map; that the boundaries not surveyed are clearly indicated as drawn from information as shown on the face of this map; that the ratio of precision as calculated is 1:20,000; that this plat was prepared in accordance with G.S. 47-30 as amended.

Witness my original signature, license number and seal this 9th day of April, A.D., 2007.

Michael Tate
License No. L-2450 Surveyor





STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

cc: Cindy
for placement
on Boc of land

January 3, 2008

Division Six - District Two
Cumberland County

Mr. Kenneth S. Edge, Chairman
Cumberland County Board of Commissioners
Post Office Box 1829
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

Dear Mr. Edge,

This is reference to a petition submitted to this office requesting street(s) in Cumberland County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State System.

Gallberry Farms Subdivision

- Gallberry Farms Road

It is our recommendation that the above named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

Sincerely,

Christopher W. McGee, P.E.
District Engineer

CWM:rdp

[illegible]

LOCATION MAP



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

January 22, 2008

• Division Six - District Two
Cumberland County

Mr. Kenneth S. Edge, Chairman
Cumberland County Board of Commissioners
Post Office Box 1829
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

Dear Mr. Edge,

This is reference to a petition submitted to this office requesting street(s) in Cumberland County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State System.

The Woods at Birch Creek Subdivision

- Sangria Place
- Danzante Place
- Franciscan Drive (SR 3692 Ext.)
- Bardolino Drive (SR 3695 Ext.)

It is our recommendation that the above named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

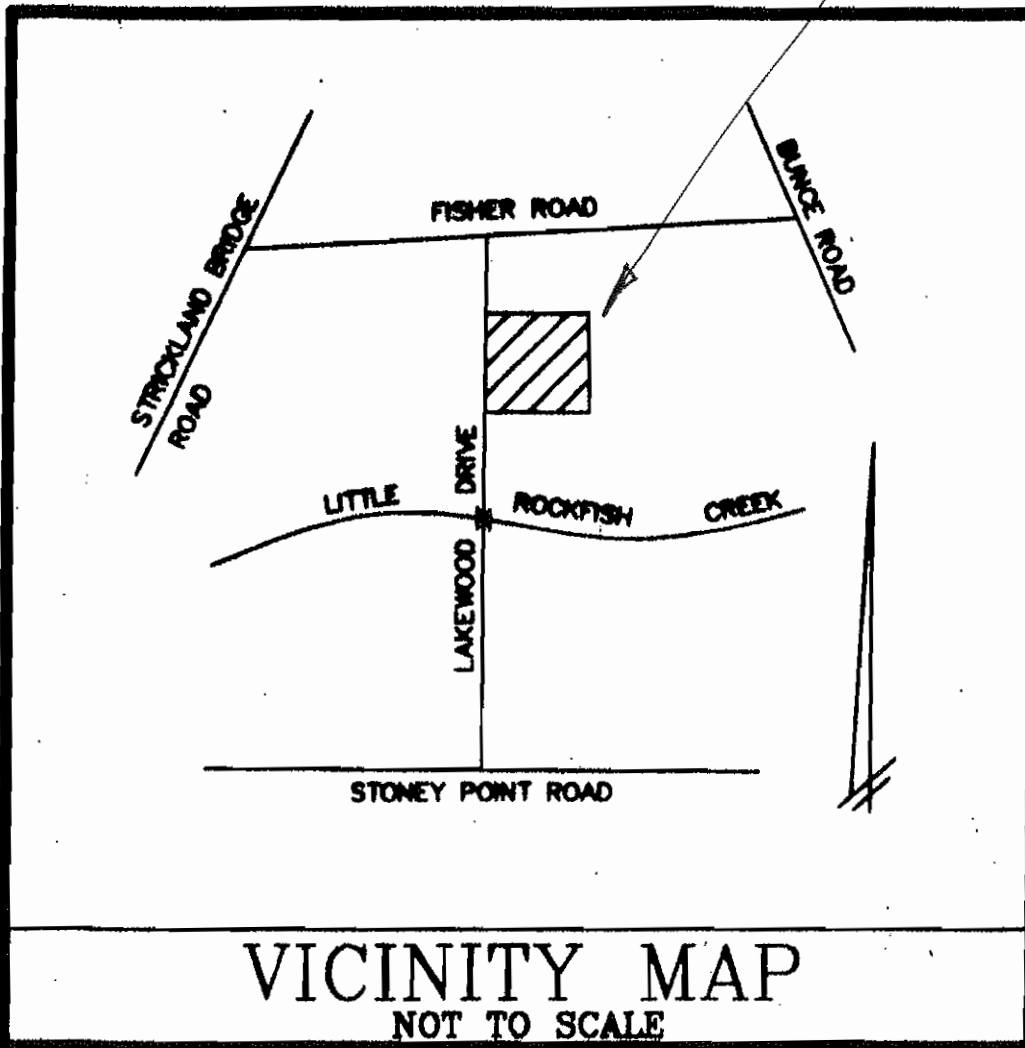
Sincerely,

A handwritten signature in black ink, appearing to read "Christopher W. McGee".

Christopher W. McGee, P.E.
District Engineer

CWM:rdp

SITE



I, W. LARRY KING, CERTIFY THAT THIS PLAT WAS
DRAWN UNDER MY SUPERVISION FROM AN ACTUAL
SURVEY MADE UNDER MY SUPERVISION
(DESCRIBED IN PLAT / DEED BOOK 115 PAGE
15

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



ITEM NO. 14

JAMES E. MARTIN
COUNTY MANAGER

JUANITA PILGRIM
DEPUTY COUNTY MANAGER

COUNTY of CUMBERLAND

Office of the County Manager

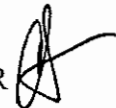
CLIFF SPILLER
ASSISTANT COUNTY MANAGER

AMY H. CANNON
ASSISTANT COUNTY MANAGER

January 29, 2008

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLIFF SPILLER, ASSISTANT COUNTY MANAGER 

SUBJECT: REPORT ON THE DISPOSAL OF SURPLUS PROPERTY PURSUANT
TO N.C.G.S. 160A-226(a)

BACKGROUND

On June 15, 1998, the Board adopted a resolution founded in the statutes allowing the Assistant County Manager to dispose of certain "personal property, worth less than \$5000 per item or group of similar items, which have become obsolete, unusable, economically unrepairable, or otherwise surplus to the needs of the county".

The resolution stipulated further that the Assistant County Manager "shall render semi-annual reports to the Board of County Commissioners summarizing disposals between the preceding July 1 and December 31st". Accordingly, attached herewith is that report.

RECOMMENDATION

That the Board accept and approve the attached report of personal county property disposed of by the Assistant County Manager.

PROPOSED ACTION

That the Board adopts the attached report and that the report be duly recorded in the official minutes.

/do

Attachments:

REPORT NO. 36

PAGE 4 OF 4

REPORT ON THE DISPOSAL OF SURPLUS COUNTY PROPERTY

JULY 1, 2007 - DECEMBER 31, 2007

ITEM NO.	DATE RECEIVED	DESCRIPTION OF PROPERTY	QTY	RENDERING DEPARTMENT	METHOD OF DISPOSAL	LANDFILL LOCATION	SOLD TO/GIVEN TO
97	10/24/2007	DESK	1	PLANNING & INSPECTIONS	LANDFILL	ANN STREET	
98	10/24/2007	PRINTER	1	PLANNING & INSPECTIONS	LANDFILL	ANN STREET	
99	10/26/2007	BASKETBALL GOALS	2	SAFE LANDING GROUP CARE	LANDFILL	ANN STREET	
100	11/5/2007	CABINET	1	REGISTER OF DEEDS	LANDFILL	ANN STREET	
101	11/8/2007	TRAY STORAGE UNITS	25	REGISTER OF DEEDS	LANDFILL	ANN STREET	
102	11/20/2007	DESK	1	PLANNING & INSPECTIONS	LANDFILL	ANN STREET	
103	11/26/2007	DATA PROJECTORS	2	MENTAL HEALTH	LANDFILL	ANN STREET	
104	11/26/2007	PRINTERS	9	MENTAL HEALTH	LANDFILL	ANN STREET	
105	11/26/2007	MONITORS	21	MENTAL HEALTH	LANDFILL	ANN STREET	
106	11/26/2007	COMPUTERS	31	MENTAL HEALTH	LANDFILL	ANN STREET	
107	11/26/2007	HUBS	2	MENTAL HEALTH	LANDFILL	ANN STREET	
108	11/26/2007	LAPTOP	1	MENTAL HEALTH	LANDFILL	ANN STREET	
109	11/28/2007	RADIO	1	SHERIFF'S OFFICE			STEDMAN POLICE DEPT
110	11/28/2007	WALKIE TALKIE	1	SHERIFF'S OFFICE			STEDMAN POLICE DEPT
111	11/29/2007	LAPTOP	1	HEADQUARTERS LIBRARY	LANDFILL	ANN STREET	
112	11/29/2007	COMPUTER EQUIPMENT	1	HEADQUARTERS LIBRARY	LANDFILL	ANN STREET	
113	11/29/2007	MONITORS	79	HEADQUARTERS LIBRARY	LANDFILL	ANN STREET	
114	11/29/2007	LASER PRINTERS	9	HEADQUARTERS LIBRARY	LANDFILL	ANN STREET	
115	11/29/2007	BARCODE SCANNERS	6	HEADQUARTERS LIBRARY	LANDFILL	ANN STREET	
116	11/29/2007	SWITCH	1	HEADQUARTERS LIBRARY	LANDFILL	ANN STREET	
117	11/29/2007	CHAIRS	various	CLERK OF COURT	LANDFILL	ANN STREET	
118	12/6/2007	CELL PHONES	266	VARIOUS			CLERK OF COURT-SAFE LINK
119	12/6/2007	CELL PHONE CHARGERS	293	VARIOUS			CLERK OF COURT-SAFE LINK
120	12/6/2007	UN-OPENED CELL PHONE CHARGERS	22	VARIOUS			CLERK OF COURT-SAFE LINK
121	12/6/2007	UN-OPENED CELL PHONE BATTERY	1	VARIOUS			CLERK OF COURT-SAFE LINK
122	12/6/2007	USED CELL PHONES IN ORIGINAL BOXES	65	VARIOUS			CLERK OF COURT-SAFE LINK
123	12/6/2007	BROKEN CELL PHONE ASSESORIES	1 BOX	VARIOUS			CLERK OF COURT-SAFE LINK
124	12/12/2007	PLAT STORAGE CABINET	1	REGISTER OF DEEDS	LANDFILL	ANN STREET	

REPORT NO. 36

PAGE 3 OF 4

REPORT ON THE DISPOSAL OF SURPLUS COUNTY PROPERTY
JULY 1, 2007 - DECEMBER 31, 2007

ITEM NO.	DATE RECEIVED	DESCRIPTION OF PROPERTY	QTY	RENDERING DEPARTMENT	METHOD OF DISPOSAL	LANDFILL LOCATION	SOLD TO/GIVEN TO
66	10/21/2007	TOOL BOX	1	ANIMAL CONTROL	LANDFILL	ANN STREET	
67	10/21/2007	TRAYS	16	ANIMAL CONTROL	LANDFILL	ANN STREET	
68	10/21/2007	GALLON BUCKETS	5	ANIMAL CONTROL	LANDFILL	ANN STREET	
69	10/21/2007	MONKEY CAGES	4	ANIMAL CONTROL	LANDFILL	ANN STREET	
70	10/21/2007	SURGEON TABLE	1	ANIMAL CONTROL	LANDFILL	ANN STREET	
71	10/21/2007	PREP TABLE	1	ANIMAL CONTROL	LANDFILL	ANN STREET	
72	10/21/2007	PHONES	8	ANIMAL CONTROL	LANDFILL	ANN STREET	
73	10/21/2007	METAL RACKS	5	ANIMAL CONTROL	LANDFILL	ANN STREET	
74	10/21/2007	WASHER	1	ANIMAL CONTROL	LANDFILL	ANN STREET	
75	10/21/2007	DRYER	1	ANIMAL CONTROL	LANDFILL	ANN STREET	
76	10/21/2007	STAINLESS BINS	3	ANIMAL CONTROL	LANDFILL	ANN STREET	
77	10/21/2007	FAN	1	ANIMAL CONTROL	LANDFILL	ANN STREET	
78	10/21/2007	BOOK SHELVES	3	ANIMAL CONTROL	LANDFILL	ANN STREET	
79	10/21/2007	COMPUTERS	7	ANIMAL CONTROL	LANDFILL	ANN STREET	
80	10/21/2007	PRINTERS	2	ANIMAL CONTROL	LANDFILL	ANN STREET	
81	10/21/2007	SURGE PROTECTOR	1	ANIMAL CONTROL	LANDFILL	ANN STREET	
82	10/21/2007	CALCULATOR	1	ANIMAL CONTROL	LANDFILL	ANN STREET	
83	10/21/2007	DESKS	2	ANIMAL CONTROL	LANDFILL	ANN STREET	
84	10/21/2007	PAPER SHREDDER	1	ANIMAL CONTROL	LANDFILL	ANN STREET	
85	10/21/2007	REFRIGERATOR	1	ANIMAL CONTROL	LANDFILL	ANN STREET	
86	10/21/2007	COPIER	1	ANIMAL CONTROL	LANDFILL	ANN STREET	
87	10/21/2007	MICROWAVE	1	ANIMAL CONTROL	LANDFILL	ANN STREET	
88	10/21/2007	BOOKCASE	1	ANIMAL CONTROL	LANDFILL	ANN STREET	
89	10/21/2007	METAL LOCKERS	3	ANIMAL CONTROL	LANDFILL	ANN STREET	
90	10/21/2007	WOODEN DISPATCH	1	ANIMAL CONTROL	LANDFILL	ANN STREET	
91	10/21/2007	CAT CAGES	13	ANIMAL CONTROL	LANDFILL	ANN STREET	
92	10/21/2007	METAL STOOLS	17	ANIMAL CONTROL	LANDFILL	ANN STREET	
93	10/24/2007	COMPUTERS	139	DSS	LANDFILL	ANN STREET	
94	10/24/2007	MONITORS	15	DSS	LANDFILL	ANN STREET	
95	10/24/2007	PRINTERS	2	DSS	LANDFILL	ANN STREET	
96	10/24/2007	DISK DRIVES	5	DSS	LANDFILL	ANN STREET	

REPORT NO. 36

PAGE 2 OF 4

REPORT ON THE DISPOSAL OF SURPLUS COUNTY PROPERTY

JULY 1, 2007 - DECEMBER 31, 2007

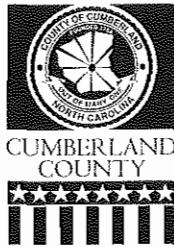
ITEM NO.	DATE RECEIVED	DESCRIPTION OF PROPERTY	QTY	RENDERING DEPARTMENT	METHOD OF DISPOSAL	LANDFILL LOCATION	SOLD TO/GIVEN TO
32	8/27/2007	PC	1	FACVB	LANDFILL	ANN STREET	
33	8/27/2007	MONITOR	1	FACVB	LANDFILL	ANN STREET	
34	9/14/2007	CHAIRS	7	JUVENILE JUSTICE	LANDFILL	ANN STREET	
35	9/18/2007	COMPUTERS	13	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
36	9/18/2007	HUBS	2	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
37	9/18/2007	MONITORS	12	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
38	9/18/2007	PRINTERS	28	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
39	9/18/2007	TERMINAL	1	HEALTH DEPARTMENT	LANDFILL	ANN STREET	
40	9/19/2007	TYPEWRITER	1	COMMUNICATIONS CENTER	LANDFILL	ANN STREET	
41	9/19/2007	FAX MACHINE	1	COUNTY ATTORNEY	LANDFILL	ANN STREET	
42	9/25/2007	CAMERAS	3	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
43	9/25/2007	TITLERS	2	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
44	9/25/2007	AUDIO BOXES	2	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
45	9/25/2007	SECURITY CAMERAS	2	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
46	9/25/2007	TV'S	2	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
47	9/25/2007	DICTAPHONE	1	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
48	9/25/2007	ZOOM LENS	1 SET	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
49	9/25/2007	DOCU-CAM	1	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
50	9/25/2007	INTELLI-FAX	1	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
51	9/25/2007	TYPEWRITERS	2	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
52	9/25/2007	MONITOR	1	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
53	9/25/2007	PRINTER	1	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
54	10/4/2007	RADIOS	10	SHERIFF'S OFFICE			FAYETTEVILLE STATE UNIVERSITY
55	10/16/2007	SMALL BINS	21	ANIMAL CONTROL	LANDFILL	ANN STREET	
56	10/21/2007	LARGE BINS	5	ANIMAL CONTROL	LANDFILL	ANN STREET	
57	10/21/2007	MONKEY CAGE RACK	1	ANIMAL CONTROL	LANDFILL	ANN STREET	
58	10/21/2007	PLASTIC DRUMS	9	ANIMAL CONTROL	LANDFILL	ANN STREET	
59	10/21/2007	RIOT SHIELDS	4	ANIMAL CONTROL	LANDFILL	ANN STREET	
60	10/21/2007	GARBAGE CANS	5	ANIMAL CONTROL	LANDFILL	ANN STREET	
61	10/21/2007	AIR FILTERS	3 boxes	ANIMAL CONTROL	LANDFILL	ANN STREET	
62	10/21/2007	FLUORESCENT BULBS	37 boxes	ANIMAL CONTROL	LANDFILL	ANN STREET	
63	10/21/2007	UTILITY EXHAUST FAN	1	ANIMAL CONTROL	LANDFILL	ANN STREET	
64	10/21/2007	EQUIPMENT ROLLERS	3	ANIMAL CONTROL	LANDFILL	ANN STREET	
65	10/21/2007	CHAIRS	12	ANIMAL CONTROL	LANDFILL	ANN STREET	

REPORT NO. 36

PAGE 1 OF 4

REPORT ON THE DISPOSAL OF SURPLUS COUNTY PROPERTY
JULY 1, 2007 - DECEMBER 31, 2007

ITEM NO.	DATE RECEIVED	DESCRIPTION OF PROPERTY	QTY	RENDERING DEPARTMENT	METHOD OF DISPOSAL	LANDFILL LOCATION	SOLD TO/GIVEN TO
1	7/5/2007	RADIOS	58	E/M,BLDG & GRD, ENG, LANDSCAPING			TRADE-IN TO AMERIZON WIRELESS
2	7/6/2007	REFRIGERATOR	1	FINANCE DEPARTMENT	LANDFILL	ANN STREET	
3	7/11/2007	LASER PRINTER	1	INFORMATION SERVICES	LANDFILL	ANN STREET	
4	7/16/2007	DOORS	6	BOARD OF ELECTIONS			RE-STORE WAREHOUSE
5	7/19/2006	CHAIRS	4	HUMAN RESOURCES	LANDFILL	ANN STREET	
6	7/20/2007	CANINE (VIKUS)	1	SHERIFF'S OFFICE			DEPUTY JOE SALSBUURY
7	7/20/2007	PRINTERS	15	DSS	LANDFILL	ANN STREET	
8	7/20/2007	DICTAPHONES	7	DSS	LANDFILL	ANN STREET	
9	7/20/2007	ANSWERING MACHINES	2	DSS	LANDFILL	ANN STREET	
10	7/20/2007	TRANSCRIBER	1	DSS	LANDFILL	ANN STREET	
11	7/20/2007	FILE BRACKETS	8	DSS	LANDFILL	ANN STREET	
12	7/20/2007	PAPER CUTTER	1	DSS	LANDFILL	ANN STREET	
13	7/23/2007	TABLE	1	EXTENSION SERVICES	LANDFILL	ANN STREET	
14	7/23/2007	HIGH-BACK CHAIR	1	EXTENSION SERVICES	LANDFILL	ANN STREET	
15	7/23/2007	PRINTER STAND	1	EXTENSION SERVICES	LANDFILL	ANN STREET	
16	7/23/2007	COMPUTER BASE	1	EXTENSION SERVICES	LANDFILL	ANN STREET	
17	8/6/2007	CABINET	1	BOARD OF ELECTIONS	LANDFILL	ANN STREET	
18	8/6/2007	MONITORS	2	BOARD OF ELECTIONS	LANDFILL	ANN STREET	
19	8/6/2007	KEYBOARDS	2	BOARD OF ELECTIONS	LANDFILL	ANN STREET	
20	8/6/2007	PRINTERS	2	BOARD OF ELECTIONS	LANDFILL	ANN STREET	
21	8/13/2007	CPU'S	10	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
22	8/13/2007	MONITORS	11	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
23	8/13/2007	MODEMS	2	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
24	8/13/2007	COMPUTERS	19	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
25	8/13/2007	BATTERY BACK-UP POWERS	2	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
26	8/13/2007	PRINTERS	2	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
27	8/13/2007	UPS POWERWARES	5	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
28	8/13/2007	JVC TV	1	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
29	8/13/2007	BEST POWER-UP	1	SHERIFF'S OFFICE	LANDFILL	ANN STREET	
30	8/24/2007	DESK	1	INFORMATION SERVICES	LANDFILL	ANN STREET	
31	8/24/2007	DESKS	5	EXTENSION SERVICES	LANDFILL	ANN STREET	



ITEM NO. 11

OFFICE OF THE COUNTY ATTORNEY

Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 678-7762 • Fax: (910) 678-7758

January 28, 2008

MEMORANDUM FOR BOARD OF COMMISSIONER'S FEBRUARY 4, 2008 AGENDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HARVEY RAYNOR, DEPUTY COUNTY ATTORNEY *HWR III*

THRU: GRAINGER R. BARRETT, COUNTY ATTORNEY *GRB*

SUBJECT: APPROVAL OF OFFER TO PURCHASE BY JANA D. LONGNECKER FROM COMMUNITY DEVELOPMENT DEPARTMENT OF A HOUSE LOCATED AT 3234 GLENMORE DRIVE, HOPE MILLS, AND TO PUBLISH NOTICE OF UPSET BID

BACKGROUND:

Thanena Wilson, Director of Community Development has negotiated an offer to purchase County-owned surplus property at 3234 Glenmore Drive, Hope Mills, from Jana D. Longnecker.

This property is a house and lot acquired through the Community Development program and the buyer is a qualified buyer under the program's guidelines.

The offer is for \$86,000.00 with a down payment of 5% and with the balance of \$81,700.00 to be financed by the County through the Community Development loan program.

This offer, if approved, shall be subject to advertisement in the newspaper and a ten day upset period.

RECOMMENDATION/PROPOSED ACTION:

Approve the Offer to Purchase, subject to the statutory notice and upset provisions, authorize the Manager to sign the contract on behalf of the County and the Chairman to execute and deliver a deed to the appropriate party at the completion of the upset period and at the direction of legal.

HWR/cht
Attachment

Celebrating Our Past...Embracing Our Future

OFFER TO PURCHASE AND CONTRACT

Jenna D. Lokenesheer as Buyer,
hereby offers to purchase and CUMBERLAND COUNTY COMMUNITY DEVELOPMENT as Seller,
upon acceptance of said offer, agree to sell and convey, all of that plot, place or parcel of land described below, together with all
improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"),
upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Hope Mills
County of CUMBERLAND State of North Carolina, being known as and more particularly described as:
Street Address: 3234 CUMBERLAND DRIVE HOPE MILLS NC 28348
Legal Description: LOT 37 BACKLISH WOODS SEC 4

(b) All ☐ A portion of the Property in Deed Reference Book 711, Page No. 685, Cumberland County.)
NOTES: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit
the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and
Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. MIXTURES: The following items, if any, are included in the purchase price free of items: any built-in appliances, light fixtures,
ceiling fans, attached door coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and
door screens, storm windows, combination doors, awnings, extensions, satellite dishes and receivers, burglar/fire/smoke alarms, pool and
spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door opener with controls,
outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door signage, and
any other items attached or affixed to the Property, EXCEPT the following items:
N/A

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: N/A

4. PURCHASE PRICE: The purchase price is \$ 4300.00 and shall be paid as follows:
(a) ☒ CASH ☐ EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ personal check ☐ bank check
to be deposited and held in escrow by N/A to be deposited and held in
escrow by N/A ("Escrow Agent") until the sale is closed, at
which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted or
(2) any of the conditions herein are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this
contract by Buyer, upon Seller's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other
remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest
monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies
available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a
broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written
release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent
jurisdiction.

(b) \$ 0.00 ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than
TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) ☐ BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s)
secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(d) ☐ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) ☐ BALANCE of the purchase price in cash at Closing.

5. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)

(a) Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional
☐ Other: N/A loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of
\$ 4300.00 (plus any associated VA Funding Fee or FHA MIP) for a term of 30 year(s), at an
interest rate not to exceed 4.75 % per annum, with mortgage loan discount points not to exceed 2 % of the loan
amount. Buyer shall apply for said loan within N/A days of the Effective Date of this contract. Buyer shall use Buyer's best
efforts to secure the lender's customary loan commitment letter on or before N/A and to satisfy all terms
and conditions of the loan commitment letter by Closing. After the above later date, Seller may request in writing from Buyer a
copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of

Buyer Initials: JDL

Seller Initials: JW

Page 1 of 4

This Standard Form has been approved jointly by the
NORTH CAROLINA EAR ASSOCIATION - NC Std Form No. 2

☐ Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES)

of law ☒ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Remediation Disclosure Addendum.)

- (b) **Property Inspection:** Unless otherwise stated herein, Buyer shall have the option of inspecting, or obtaining at Buyer's expense inspections, to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no visible, suspected or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before N/A. Seller shall provide written notice to Buyer of Seller's response within N/A days of Buyer's notice. Buyer is advised to have any inspections made prior to closing, expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.
- (c) **Wood-Destroying Insects:** Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except N/A there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. This Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by insects or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.
- (d) **Repairs:** Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, any items not covered by (b) (i), (ii), (iii) and (c) above are excluded from repair negotiations under this contract.

(e) **Acceptance:** CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. **REASONABLE ACCESS:** Seller will provide reasonable access to the Property (including working, existing utilities) through the center of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

14. **CLOSING:** Closing shall be effected at the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before JANUARY 31, 2008 at a place designated by Buyer. The deed is to be made to JANNA D. CONNORCEK.

15. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing, ☐ a Buyer Possession Before Closing Agreement is attached. OR, ☐ a Seller Possession After Closing Agreement is attached.

16. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

of law None

17. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

18. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

19. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine include the feminine and neuter genders, as appropriate.

Buyer Initials [Signature] Seller Initials [Signature]

10. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

11. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

12. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party hereto may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: 1-2-08 Date: 1/7/08
Buyer James Penger (SEAL) Seller Thomas J. Hines (SEAL)
Date: _____ Date: _____
Buyer _____ (SEAL) Seller _____ (SEAL)

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: _____ Firm: _____
By: _____
(Signature)

Selling Agent/Firm/Phone: _____
Acting as ☐ Buyer's Agent ☒ Seller's (sub) Agent ☐ Dual Agent

Listing Agent/Firm/Phone: _____
Acting as ☐ Seller's (sub) Agent ☒ Dual Agent

SELLER FINANCING ADDENDUM

Seller agrees to provide Buyer with purchase money financing on the following terms and conditions:

1. The loan shall be evidenced by a purchase money promissory note secured by a purchase money deed of trust on the Property.
2. The purchase money deed of trust shall be a 1st (first or second) lien on the Property.
3. The loan shall bear interest prior to default at the rate of 4 % per annum and shall be payable as follows: \$390.00 for 30 years fixed rate at 4%.
- The loan shall bear interest after default at the rate of 4 % per annum.
4. Unless otherwise provided herein, the promissory note may be prepaid in whole or in part at any time without penalty. If there are any restrictions on this prepayment right, the restrictions are as follows: N/A
5. Unless otherwise provided herein, the loan may not be transferred or assumed without Lender's prior written consent.
6. Additional loan terms (if any): must occupy the property as primary residence
7. Unless otherwise provided herein, the promissory note and deed of trust shall be in form of and contain the provisions of the currently approved North Carolina Bar Association Forms 4 and 5, as modified by the terms provided above or contained in this contract.

Seller is advised that seller financing may limit Seller's ability to recover all funds in the event of a default by Buyer. The advice of an attorney is recommended prior to Seller agreeing to provide seller financing.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT OR THE VACANT LOT OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

X Buyer: James W. Lynnech (SEAL) Date 1-8-08
 Buyer: _____ (SEAL) Date _____
 Seller: Shavera S. Wilson (SEAL) Date 1/7/08
 Seller: _____ (SEAL) Date _____





ITEM NO. 15(1)(2)


OFFICE OF THE COUNTY ATTORNEY

Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 678-7762 • Fax: (910) 678-7758

January 7, 2008

MEMORANDUM FOR BOARD OF COMMISSIONERS' FEBRUARY 4, 2008 AGENDA:

TO: BOARD OF COMMISSIONERS

FROM: GRAINGER R. BARRETT, COUNTY ATTORNEY 

SUBJECT: APPROVAL OF SALE OF SURPLUS-COUNTY OWNED REAL
PROPERTY ACQUIRED BY TAX FORECLOSURE

LOT 5 BLOCK C ADDITION NO. 4 COLONIAL HEIGHTS SUBDIVISION
(LOCATED ON HANKINS ST OFF SANDERS ST)
PIN 0423-58-8229; ROCKFISH TOWNSHIP

LOT 6 BLOCK C ADDITION NO. 4 COLONIAL HEIGHTS SUBDIVISION
(LOCATED ON HANKINS ST OFF SANDERS ST)
PIN 0423-58-8324; ROCKFISH TOWNSHIP

BACKGROUND: On or about October 21, 2005, the County acquired by tax foreclosure the above property. The amount currently owed on the foreclosure judgment including interest and costs for both properties is \$4,689.36.

Mr. Wilson M. Williams Jr., has offered to purchase the County's interest in the property for **\$4,689.36** and has deposited \$469.00 in the Finance Office.

PROPERTY DESCRIPTION: Lot 5 Block C Addition No. 4 Colonial Heights Subdivision
(Located on Hankins St. off Sanders St.)
PIN 0423-58-8229; Rockfish Township
VALUE: \$9,411.00

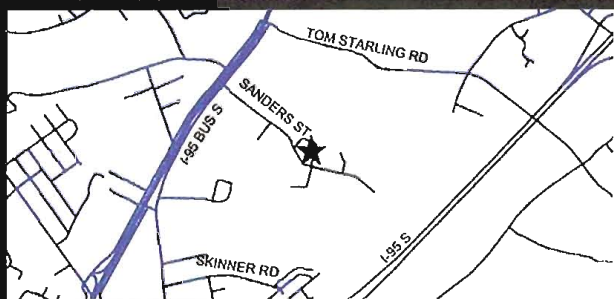
PROPERTY DESCRIPTION: Lot 6 Block C Addition No. 4 Colonial Heights Subdivision
(Located on Hankins St. off Sanders St.)
PIN 0423-58-8324; Rockfish Township
VALUE: \$7,500.00

Celebrating Our Past... Embracing Our Future

This property is surplus to the needs of the County and, according to N.C.G.S. 153A-176 and N.C.G.S. 105-376, the County has the authority to sell such property. Management has reviewed this offer and it is now being submitted for the Board to consider whether or not to accept Mr. Williams' bid. The property has been advertised and this office has not received any upset bids. The bid period is now closed.

RECOMMENDATION AND PROPOSED ACTION: That the Board of Commissioners consider whether to accept the offer of Mr. Wilson M. Williams, Jr. to purchase the above property for the sum of **\$4,689.36**, plus costs, and authorize the Chairman to execute a deed upon receipt of the balance of the purchase price.

GRB/hnw
Attachment



Site Map

4612 HANKINS ST
ROCKFISH TOWNSHIP

50 0 50 Feet



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



ITEM NO. 15(3)


OFFICE OF THE COUNTY ATTORNEY

Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 678-7762 • Fax: (910) 678-7758

January 7, 2008

MEMORANDUM FOR BOARD OF COMMISSIONERS' FEBRUARY 4, 2008 AGENDA:

TO: BOARD OF COMMISSIONERS

FROM: GRAINGER R. BARRETT, COUNTY ATTORNEY 

SUBJECT: APPROVAL OF SALE OF SURPLUS-COUNTY OWNED REAL
PROPERTY ACQUIRED BY TAX FORECLOSURE

0.98 AC GARDNER LD
(LOCATED ON AMANDA CIR OFF STRICKLAND BRIDGE RD)
PIN 9496-72-5197; SEVENTY FIRST TOWNSHIP

BACKGROUND: On or about January 6, 2004, the County acquired by tax foreclosure the above property. The amount currently owed on the foreclosure judgment including interest and cost for the property is \$2,273.04.

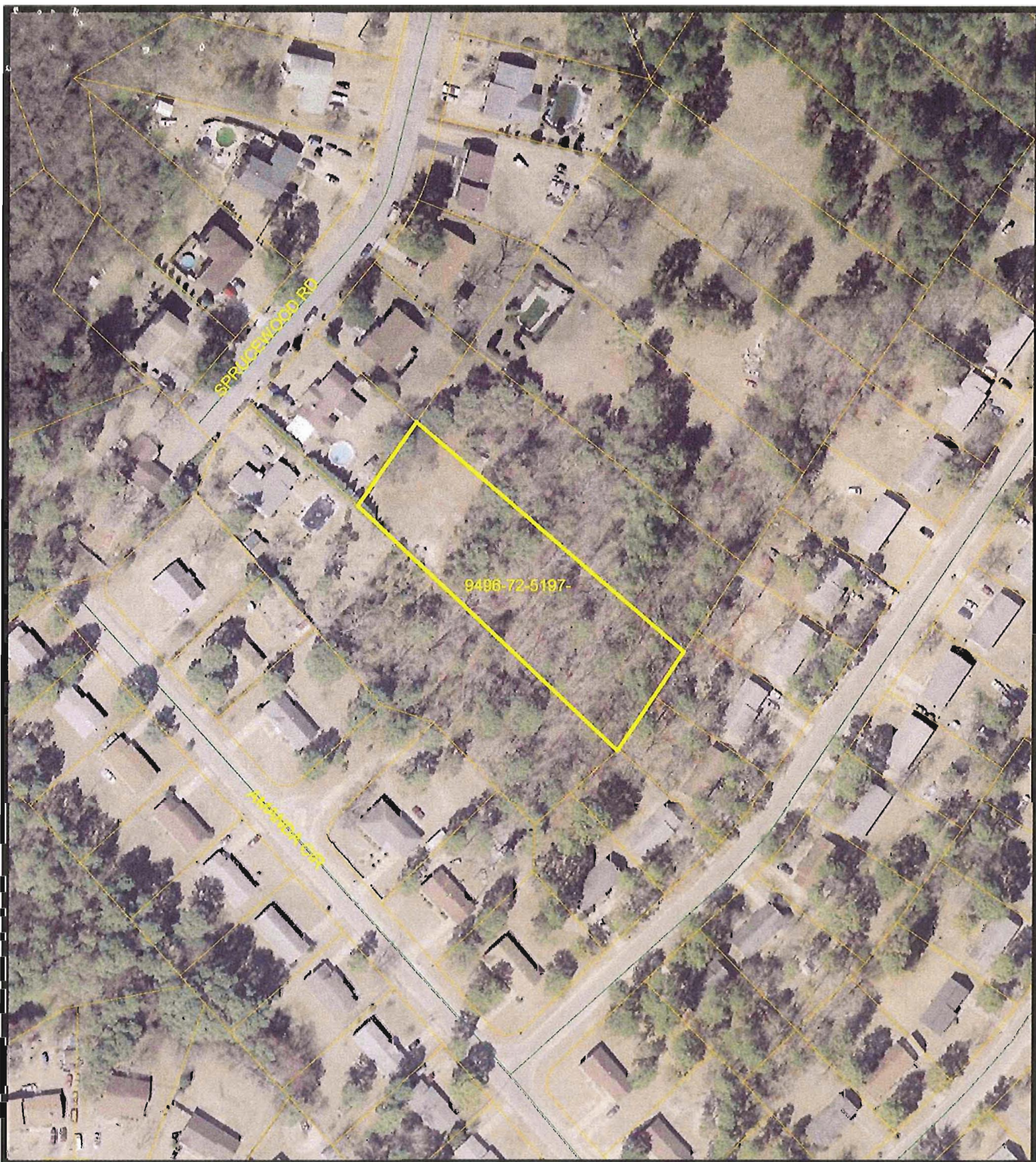
Franklin Chance has offered to purchase the County's interest in the property for **\$2,273.04** and has deposited \$227.30 in the Finance Office. The tax value of the property is \$6,750.00.

This property is surplus to the needs of the County and, according to N.C.G.S. 153A-176 and N.C.G.S. 105-376, the County has the authority to sell such property. Management has reviewed this offer and it is now being submitted for the Board to consider whether or not to accept Mr. Chance's bid. The property has been advertised and Mr. Chance was the highest bidder. The bid period is now closed.

RECOMMENDATION AND PROPOSED ACTION: That the Board of Commissioners consider whether to accept the offer of Franklin Chance to purchase the above property for the sum of **\$2,273.04**, plus costs, and authorize the Chairman to execute a deed upon receipt of the balance of the purchase price.

GRB/hnw
Attachment

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Site Map

AMANDA CIR
SEVENTY FIRST TOWNSHIP



THE COUNTY OF CUMBERLAND AND ITS STAFF
DEPARTMENT OF LAND AND PLANNING
FOR THIS PRODUCT AND MAKING NO WARRANTY
EXPRESS OR IMPLIED REGARDING THE
ACCURACY THEREOF. RESPONSIBILITY FOR
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ITEM NO. 1 J(4)


OFFICE OF THE COUNTY ATTORNEY

Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 678-7762 • Fax: (910) 678-7758

January 10, 2008

MEMORANDUM FOR BOARD OF COMMISSIONERS' FEBRUARY 4, 2008 AGENDA:

TO: BOARD OF COMMISSIONERS

FROM: GRAINGER R. BARRETT, COUNTY ATTORNEY 

SUBJECT: APPROVAL OF SALE OF SURPLUS-COUNTY OWNED REAL
PROPERTY ACQUIRED BY TAX FORECLOSURE

1 AC STEPHENSON LAND
(LOCATED BETWEEN JOE HALL RD AND JOHN MCMILLAN RD OFF CHICKEN FOOT RD)
PIN 0421-76-7334; GRAYS CREEK TOWNSHIP

BACKGROUND: On or about December 7, 2006, the County acquired by tax foreclosure the above property. The amount currently owed on the foreclosure judgment including interest and cost for the property is \$3,126.10.

Sondra Roberts has offered to purchase the County's interest in the property for **\$3,126.10** and has deposited \$312.61 in the Finance Office. The tax value of the property is \$2,250.00.

This property is surplus to the needs of the County and, according to N.C.G.S. 153A-176 and N.C.G.S. 105-376, the County has the authority to sell such property. Management has reviewed this offer and it is now being submitted for the Board to consider whether or not to accept Ms. Roberts' bid. The property has been advertised and Ms. Roberts' was the highest bidder. The bid period is now closed.

RECOMMENDATION AND PROPOSED ACTION: That the Board of Commissioners consider whether to accept the offer of Sondra Roberts to purchase the above property for the sum of **\$3,126.10**, plus costs, and authorize the Chairman to execute a deed upon receipt of the balance of the purchase price.

GRB/hnw
Attachment

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THE COUNTY OF OREGON, LAND AND ITS GIS DEPARTMENT DISCLAIMS ACCOUNTABILITY FOR THIS PRODUCT AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE ACCURACY THEREOF. RESPONSIBILITY FOR INTERPRETATION AND APPLICATION OF THIS PRODUCT LIES WITH THE USER.



ITEM NO. 15(5)

OFFICE OF THE COUNTY ATTORNEY

Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 678-7762 • Fax: (910) 678-7758

January 10, 2008

MEMORANDUM FOR BOARD OF COMMISSIONERS' FEBRUARY 4, 2008 AGENDA:

TO: BOARD OF COMMISSIONERS

FROM: GRAINGER R. BARRETT, COUNTY ATTORNEY *GRB*

SUBJECT: APPROVAL OF SALE OF SURPLUS-COUNTY OWNED REAL
PROPERTY ACQUIRED BY TAX FORECLOSURE

0.45 AC MCNEILL LAND
(LOCATED OFF GREEN VILLAGE RD OFF H BULLARD RD)
PIN 0432-43-1639; GRAYS CREEK TOWNSHIP

BACKGROUND: On or about October 17, 2006, the County acquired by tax foreclosure the above property. The amount currently owed on the foreclosure judgment including interest and cost for the property is \$2,858.16.

Sondra Roberts has offered to purchase the County's interest in the property for **\$2,858.16** and has deposited \$285.81 in the Finance Office. The tax value of the property is \$4,500.00.

This property is surplus to the needs of the County and, according to N.C.G.S. 153A-176 and N.C.G.S. 105-376, the County has the authority to sell such property. Management has reviewed this offer and it is now being submitted for the Board to consider whether or not to accept Ms. Roberts' bid. The property has been advertised and Ms. Roberts' was the highest bidder. The bid period is now closed.

RECOMMENDATION AND PROPOSED ACTION: That the Board of Commissioners consider whether to accept the offer of Sondra Roberts to purchase the above property for the sum of **\$2,858.16**, plus costs, and authorize the Chairman to execute a deed upon receipt of the balance of the purchase price.

GRB/hnw
Attachment

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Site Map

GRAYS CREEK TOWNSHIP



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



ITEM NO. 1 J(6)


OFFICE OF THE COUNTY ATTORNEY

Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 678-7762 • Fax: (910) 678-7758

January 28, 2008

MEMORANDUM FOR BOARD OF COMMISSIONERS' FEBRUARY 4, 2008 AGENDA:

TO: BOARD OF COMMISSIONERS

FROM: GRAINGER R. BARRETT, COUNTY ATTORNEY 

SUBJECT: APPROVAL OF SALE OF SURPLUS-COUNTY OWNED REAL
PROPERTY ACQUIRED BY TAX FORECLOSURE

LOTS 18 & 19 BLOCK K SECTION 2 MEADOW VIEW TERRACE
(LOCATED OFF BEARD RD AND DUNN RD)
PIN 0469-68-1227; EASTOVER TOWNSHIP

BACKGROUND: On or about September 5, 2007, the County acquired by tax foreclosure the above property. The amount currently owed on the foreclosure judgment including interest and cost for the property is \$3,231.93.

Ms. Sondra Roberts has offered to purchase the County's interest in the property for **\$3,231.93** and has deposited \$323.00 in the Finance Office. The tax value of the property is \$2,000.00.

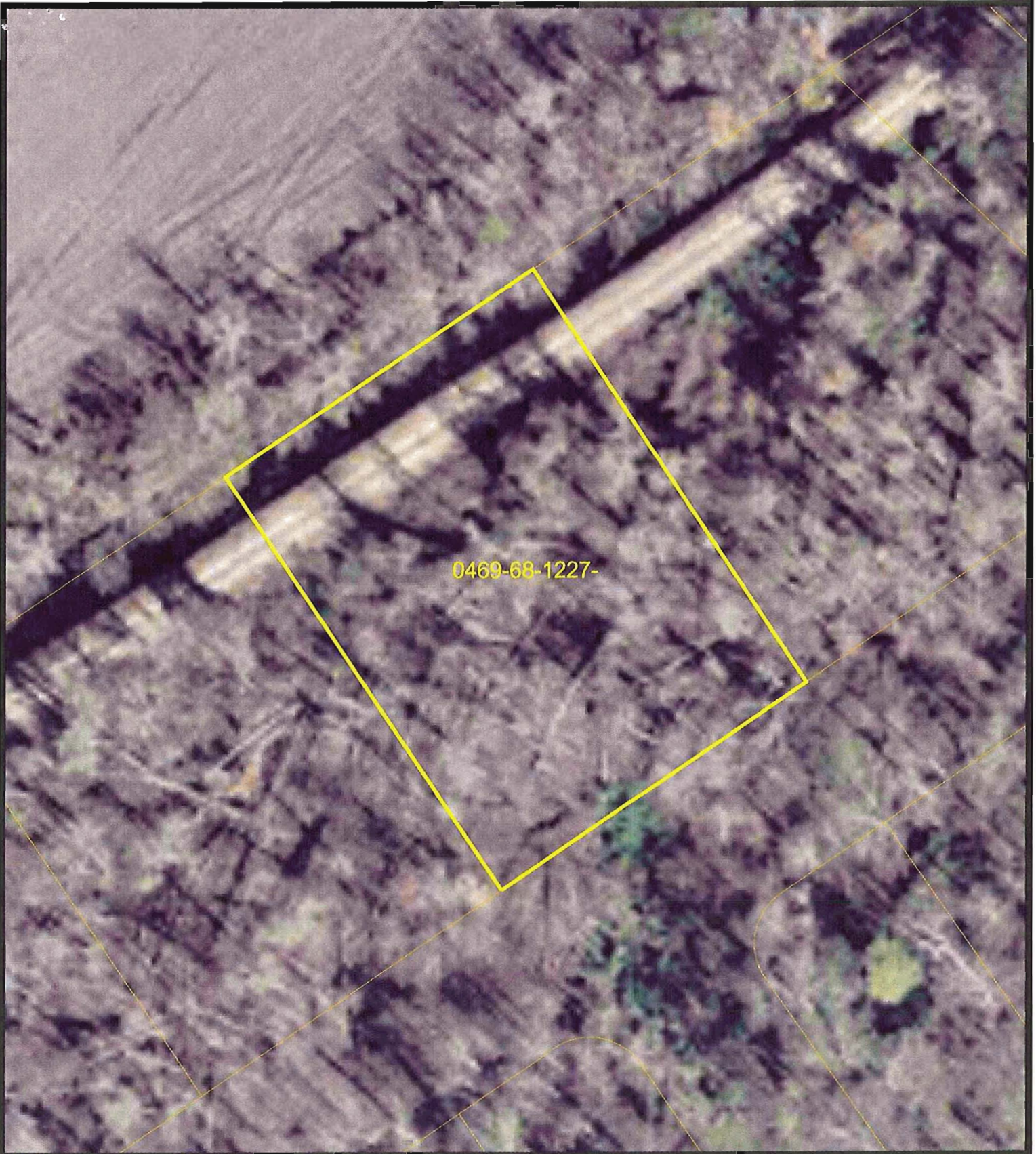
This property is surplus to the needs of the County and, according to N.C.G.S. 153A-176 and N.C.G.S. 105-376, the County has the authority to sell such property. Management has reviewed this offer and it is now being submitted for the Board to consider whether or not to accept Ms. Roberts' bid. The property has been advertised and this office has not received any upset bids. The bid period is now closed.

RECOMMENDATION AND PROPOSED ACTION: That the Board of Commissioners consider whether to accept the offer of Sondra Roberts to purchase the above property for the sum of **\$3,231.93**, plus costs, and authorize the Chairman to execute a deed upon receipt of the balance of the purchase price.

GRB/hnw
Attachment

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EASTOVER - FALCON - FAYETTEVILLE - GODWIN - HOPE MILLS - LINDEN - SPRING LAKE - STEDMAN - WADE



Site Map

EASTOVER TOWNSHIP

50 0 50 Feet



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



ITEM NO. 15(7)

OFFICE OF THE COUNTY ATTORNEY

Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 678-7762 • Fax: (910) 678-7758

January 28, 2008

MEMORANDUM FOR BOARD OF COMMISSIONERS' FEBRUARY 4, 2008 AGENDA:

TO: BOARD OF COMMISSIONERS

FROM: GRAINGER R. BARRETT, COUNTY ATTORNEY *GRB*

SUBJECT: APPROVAL OF SALE OF SURPLUS-COUNTY OWNED REAL
PROPERTY ACQUIRED BY TAX FORECLOSURE

1 AC BRYANT LAND
(LOCATED OFF CLINTON RD OFF MAGNOLIA CHURCH RD)
PIN 0486-88-8725; CEDAR CREEK TOWNSHIP

BACKGROUND: On or about November 1, 2007, the County acquired by tax foreclosure the above property. The amount currently owed on the foreclosure judgment including interest and cost for the property is \$3,330.20.

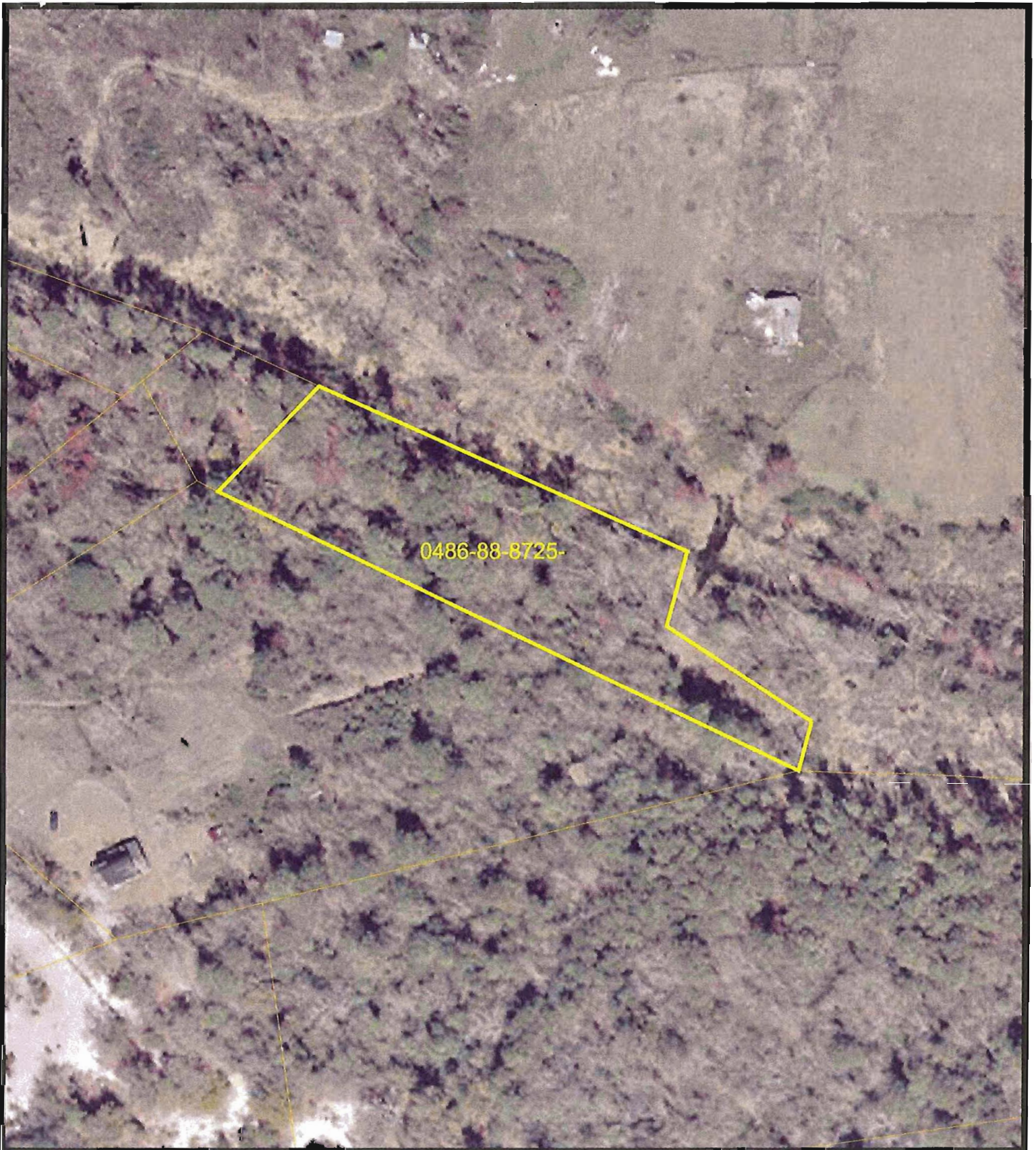
Ms. Sondra Roberts has offered to purchase the County's interest in the property for **\$3,330.20** and has deposited \$330.00 in the Finance Office. The tax value of the property is \$3,850.00.

This property is surplus to the needs of the County and, according to N.C.G.S. 153A-176 and N.C.G.S. 105-376, the County has the authority to sell such property. Management has reviewed this offer and it is now being submitted for the Board to consider whether or not to accept Ms. Roberts' bid. The property has been advertised and this office has not received any upset bids. The bid period is now closed.

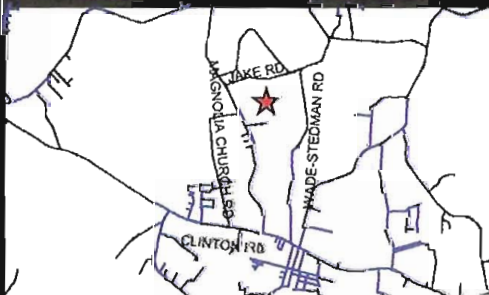
RECOMMENDATION AND PROPOSED ACTION: That the Board of Commissioners consider whether to accept the offer of Sondra Roberts to purchase the above property for the sum of **\$3,330.20**, plus costs, and authorize the Chairman to execute a deed upon receipt of the balance of the purchase price.

GRB/hnw
Attachment

Celebrating Our Past... Embracing Our Future



0486-88-8725-



Site Map

CEDAR CREEK TOWNSHIP

100 0 100 Feet



THE COUNTY OF CUMBERLAND AND ITS DEPARTMENT DISCLAIMS ANY LIABILITY FOR THIS PRODUCT AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE ACCURACY THEREOF. RESPONSIBILITY FOR INTERPRETATION AND APPLICATION OF THIS PRODUCT LIES WITH THE USER.



ITEM NO. 1 K

COMMUNITY DEVELOPMENT

245 Person Street, 2nd Floor - P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 323-6112 • Fax: (910) 323-6114

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA
FEBRUARY 4, 2008

TO: BOARD OF COUNTY COMMISSIONERS

THRU: JUANITA PILGRIM, DEPUTY COUNTY MANAGER

FROM: THANENA S. WILSON, COMMUNITY DEVELOPMENT DIRECTOR

DATE: JANUARY 25, 2008

SUBJECT: PROCLAMATION RECOGNIZING FEBRUARY AS HUMAN RELATIONS MONTH

BACKGROUND

The Governor of the State of North Carolina has issued a proclamation declaring February as Human Relations Month. Human Relations Departments throughout North Carolina will be conducting various outreach activities during the month to promote a spirit of goodwill, tolerance, and mutual respect among individuals, groups, races, and persons of differing social and economic status and religious beliefs.

The Fayetteville-Cumberland Human Relations Department requests that the Cumberland County Board of Commissioners acknowledge the proclamation issued by Governor Michael F. Easley and proclaim February 2008 as Human Relations Month in Cumberland County.

RECOMMENDATION AND PROPOSED ACTION

The Cumberland County Community Development and Fayetteville-Cumberland Human Relations Departments recommend that the Board of Commissioners recognize February as Human Relations Month in Cumberland County.

Attachments – Cumberland County Proclamation
North Carolina Proclamation

Celebrating Our Past...Embracing Our Future

HUMAN RELATIONS MONTH

PROCLAMATION

WHEREAS, Cumberland County believes in the dignity and worth of each individual, regardless of race, creed, gender, national origin, or handicapping condition; and

WHEREAS, Cumberland County promotes and maintains a spirit of goodwill, tolerance, and mutual respect among individuals, groups, races, and persons of differing social and economic status and religious beliefs; and

WHEREAS, the people of Cumberland County work daily to build stronger communities through diversity; and

WHEREAS, Cumberland County owes its appreciation to all the citizens who have contributed, and continue to contribute, to the advancement of mutual understanding, fairness, justice, and equal opportunity for all; and

WHEREAS, Cumberland County embraces and celebrates change and diversity;

NOW THEREFORE, I, J. Breeden Blackwell, by virtue of the authority vested in me as Chairman of the Cumberland County Board of Commissioners, do hereby proclaim:

February 2008 as

HUMAN RELATIONS MONTH

In Witness Whereof, I have hereunto set my hand and caused the seal of Cumberland County, North Carolina to be affixed this _____ day of _____, 2008.

J. Breeden Blackwell, Chairman

J. BREEDEN BLACKWELL
Chairman

JEANNETTE M. COUNCIL
Vice Chairman

KENNETH S. EDGE
JOHN T. HENLEY, JR.
BILLY R. KING
EDWARD G. MELVIN
DIANE WHEATLEY



MARSHA S. FOGLE
Clerk to the Board

MARIE COLGAN
Deputy Clerk

ITEM NO. 1L

BOARD OF COMMISSIONERS

5th Floor, New Courthouse • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 678-7771 • Fax: (910) 678-7770

January 14, 2008

FEBRUARY 4, 2008 AGENDA ITEM

TO: Board of Commissioners

FROM: Breeden Blackwell, Chairman

RE: Consideration of adoption of a Resolution opposing further tightening of Ozone Standards

BACKGROUND: While the Board of Commissioners strongly supports clean-air standards at a level that ensures public health, it is concerned about new standards being proposed by the EPA, which if approved, will result in expanding the number of nonattainment areas, thereby imposing significant burdens on citizens, businesses and local governments. In addition, there is no evidence that the change in standards will result in significant health benefits, and there has been no cost analysis done on how these changes will affect local governments, businesses, etc.

ACTION: Adopt Resolution opposing further tightening of ozone standards. (Copy of this resolution will be mailed to the President of the United States, the Administrator of the United States Environmental Protection Agency, the Governor of the State of North Carolina and the Administrator of the NC Department of Environmental Quality.)

Note: Catawba County has adopted this Resolution and is encouraging other local governments to adopt it also.

Celebrating Our Past...Embracing Our Future

COUNTY OF CUMBERLAND

NORTH CAROLINA

**RESOLUTION OPPOSING FURTHER TIGHTENING
OF THE OZONE STANDARDS**

WHEREAS, the Cumberland County Board of Commissioners strongly supports clean-air standards at a level that ensures public health and improves quality of life for all our residents; and

WHEREAS, both state and local governments and private industry are making measurable progress in improving air quality, with the national average for ozone levels having decreased by 21 % from 1980 to 2006; aggregate emissions of six principal pollutants down more than half since 1980 despite a 46% increase in population; and programs in place to cut power plant emissions by more than 40% from today's levels by 2010 in 30 eastern jurisdictions, reduce emissions vehicles by 77 to 95% from 2004 levels, dramatically reduce levels of mercury and virtually eliminate diesel emissions; and

WHEREAS, state and local governments and businesses are working diligently to meet the EPA's current National Ambient Air Quality Standard for ground level ozone by the 2020 deadline, investing approximately \$20 billion each year, according to EPA estimates; and

WHEREAS, the EPA, in the course of its required review of NAAQS, is nevertheless considering a further tightening of the ozone standard from 0.08 parts per million; and

WHEREAS, further tightening the ozone standard, even before the current standard is met, could significantly expand the number of nonattainment areas and result in emissions controls in additional areas, thereby imposing significant administrative and regulatory burdens on more citizens, businesses and local governments; and

WHEREAS, burdens associated with a tightened standard would include almost certain plant and business closures and loss of jobs, along with higher energy and other prices to consumers, with total additional costs estimated at \$10 billion to \$22 billion per year; and

WHEREAS, it is in fact likely that scores of local businesses in North Carolina will have to close its doors if the lowest proposed standard is established; and

WHEREAS, significant questions have been raised regarding the science behind the EPA's proposal to tighten the ozone standard, and members of the Clean Air Scientific Advisory Committee, the Agency's own scientific advisory board, have disputed its conclusions; and

WHEREAS, the Agency is proposing this action with virtually no evidence that the change in standards will result in significant health benefits and with no analysis of the enormous costs that will be charged to North Carolina businesses and consumers and to those communities that must implement new complicated compliance programs.

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Board of Commissioners advises and strongly urges the EPA to retain the existing NAAQS for ozone; and

BE IT FURTHER RESOLVED that the EPA is urged to identify any unfunded mandates or other administrative and economic burdens for state or local governments or agencies that would derive from changes to the NAAQS for ozone; and

BE IT FURTHER RESOLVED that a copy of this Resolution be transmitted to the President of the United State, the Administrator of the US Environmental Protection Agency, the Governor of the State of North Carolina and the Administrator of the NC Department of Environmental Quality.

ADOPTED THIS 4TH DAY OF FEBRUARY, 2008.

J. Breeden Blackwell, Chairman
Cumberland County Board of Commissioners

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B08-127
Date Received	1/25/2008
Date Completed	

Fund No. 101 Agency No. 412 Organ. No. 4195

Organization Name: General Government

ITEM NO. 1M(1)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9905	Fund Balance- Deferred Maintenance	2,444,283	75,000	2,519,283

Total

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3434		M/R Parking Lot	0	75,000	75,000
			0	75,000	75,000

Justification:

Revision to appropriate designated deferred maintenance fund balance to pave and mark the Courthouse temporary parking lots.

Funding Source:

State: _____
Other: _____

Federal: _____
Fees: _____

Fund Balance:

County: _____ New: _____
Prior Year: _____

Other: _____

Submitted By: _____

Date: _____

Reviewed By: Howard C. Hester

Date: 1/25/08

Reviewed By: Amber Cannon

Date: 1/30/08

Deputy/Assistant County Mgr

Approved By: _____

County Manager

Board of County Commissioners

Date: _____

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B08-186
Date Received	1/2/2008
Date Completed	

Fund No. 101 Agency No. 450 Organ. No. 4506

Organization Name: Cooperative Extension

ITEM NO. 1 M (2)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
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Total

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1210	339	Salaries - Regular	314,947	(11,662)	303,285
1810	339	FICA Match	20,958	(892)	20,066
1820	339	Retirement	15,727	(571)	15,156
1824	339	401(k)	3,214	(117)	3,097
1830	339	Medical Insurance	44,628	(2,462)	42,166
1860	339	Workers Comp	3,853	(502)	3,351
3394	340	Contracted Services - Extension Agents	78,290	16,206	94,496

Total 481,617 - 481,617

Justification:

County position # EXS0016 is being eliminated from the County payroll system and is being re-established as a "send-in" position as of January 1, 2008. "Send-in" positions are State positions that are paid through the State payroll with the County reimbursing the State for the County's share of the cost of the position. This revision is to move 50% of the position's budgeted salary and benefits to the operating appropriation unit from which the County's share of "send-in" positions are funded.

Funding Source:

State: _____
Other: _____

Federal: _____
Fees: _____


Fund Balance:

County: _____ New: _____
Prior Year: _____

Other: _____

Submitted By:  Department Head

Date: 1/2/08

Reviewed By:  Bob Tucker
Finance Department

Date: 1/3/08

Reviewed By:  Amy D. Cannon
Assistant County Mgr

Date: 1/30/08

Approved By:	
County Manager	Date: _____
Board of County Commissioners	Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B08-188
Date Received	1/3/2008
Date Completed	

Fund No. 430 Agency No. 438 Organ. No. 4385

Organization Name: Juvenile Crime Prevention Program

ITEM NO. 1M(3)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
438D	NC JCP Juvenile Assessment Center	184,454	7,806	192,260
438A	NC Gang Prevention Grant	105,800	10,143	115,943
669A	NC Gang Prevention Grant In-kind	31,450	(5,000)	26,450
9901	Fund Balance Appropriated	26,256	5,000	31,256
Total		0	17,949	365,909

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
345T	771	Juvenile Assessment Center	201,908	7,806	209,714
348K	771	NC Gang Prevention Grant	105,800	15,143	120,943
348D	771	NC Gang Prevention Grant In-kind	31,450	(5,000)	26,450
			339,158	17,949	357,107

Justification:

Revision to budget additional grant funds from the State and to realign other revenue and expenditures to the State budget.

Funding Source: State: _____ Federal: _____ Fund Balance: County: _____ New: _____ Other: _____
Other: _____ Fees: _____ Prior Year: _____

Submitted By: _____

Date: _____

Reviewed By: Howard H. Hiner

Date: 1/2/08

Reviewed By: Amy D. Cannon

Date: 1/30/08

Deputy Assistant County Mgr

Approved By: _____

County Manager

Board of County Commissioners

Date: _____

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B08-189
Date Received	1/4/2008
Date Completed	

Fund No. 101 Agency No. 426 Organ. No. 4214

Organization Name: Day Reporting

ITEM NO. 1 M (4)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4514	NC Community Corrections	230,231	1,500	231,731
		230,231	1,500	231,731

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3443	136	Plaques and Awards	2,000	500	2,500
2510	136	Fuel	2,000	1,000	3,000
Total			4,000	1,500	5,500

Justification:

Revision in the amount of \$1,500 to recognize additional allocation funds from the state.

Funding Source:

State: 1,500
Other: _____

Federal: _____
Fees: _____

Fund Balance:

County: _____ New: _____
Prior Year: _____

Other: _____

Submitted By: _____

Date: _____

Reviewed By: Seely Autry
Department Head
Finance Department

Date: 1-4-08

Reviewed By: Amyd Cannon
Deputy Assistant County Mgr

Date: 1/30/08

Approved By:

Date: _____

County Manager

Board of County
Commissioners

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B08-185
Date Received	1/2/2008
Date Completed	

Fund No. 494 Agency No. 429 Organ. No. 4288

Organization Name: Stedman Fire District

ITEM NO. 1 M (5)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
1000	Taxes Current Year	86,678	100	86,778
Total		86,678	100	86,778

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
4027	850	Tax Refunds	100	100	200
Total			100	100	200

Justification:

Increase expenditure line to cover unanticipated refunds to taxpayers.

Funding Source:

State: _____
Other: 100

Federal: _____
Fees: _____

Fund Balance:

County: _____ New: _____
Prior Year: _____

Other: _____

Submitted By: _____

Date: _____

Reviewed By: [Signature]
Department Head

Date: 1-2-08

Reviewed By: [Signature]
Finance Department

Date: 1/20/08

Reviewed By: [Signature]
Deputy/Assistant County Mgr

Approved By: _____

Date: _____

County Manager

Board of County Commissioners

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>BD8-193</u>
Date Received	<u>1-14-08</u>
Date Completed	

Fund No. 112 Agency No. 43B Organ. No. 4337

Organization Name: Therapeutic Alternatives for Safe
Communities - Regional Coordinating Entity

ITEM NO. 1M(6)a

REVENUE				
Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4209	NC Regional Coordinating Entity	778,218	(778,218)	-
4263	Therapeutic Alternatives Safe Communities State	702,798	309,831	1,012,629
4264	Therapeutic Alternatives Safe Communities Fed.	0	778,218	778,218
9901	Fund Balance	27,810	(27,810)	-
		1,508,826	282,021	1,790,847

EXPENDITURES					
Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1210	450	Salaries	445,195	17,801	462,993
1810	450	FICA	34,432	1,362	35,794
1820	450	Retirement	22,052	890	22,942
1824	450	401K County	4,500	179	4,679
1830	450	Medical	59,100	2,463	61,563
1860	450	Workers Comp	1,584	65	1,649
1991	450	Salary Adjustment	95	7,950	8,045
299A	451	Computer Hardware	2,500	15,000	12,500
2295	450	Computer Software	3,000	3,000	6,000
3390	451	Contracted Services	854,541	210,000	1,064,541
3391	450	Other Contracts	0	7,311	7,311
3603	452	C.O. Vehicles	0	16,000	16,000
		Total	1,426,999	282,021	1,709,020

Justification:

Budget additional state funds, add one new position

Funding Source:

State: x
Other: _____

Federal: _____
Fees: _____

Fund Balance: x

County: _____ New: _____
Prior Year: _____

Other: 282,021

Submitted By: Donald H. Harris
Department Head

Date: 1-9-08

Reviewed By: Kelly C. Culp
Finance Department

Date: 1-22-08

Reviewed By: Amelia Cannon
Deputy Assistant County Mgr

Date: 1/30/08

Approved By:	
County Manager	Date: _____
Board of County Commissioners	Date: _____

COUNTY OF CUMBERLAND

POSITION SUPPORT FORM FOR SALARY BUDGET REVISION

TO: , Personnel Director

DEPARTMENT NUMBER AND NAME: _112- 43B -4337 Therapeutic Alternatives for Safe Communities –
Regional Coordinating Entity

<u>POSITION NUMBER(S)</u>	<u>POSITION TITLE(S)</u>	<u>BI-WEEKLY PAY RATE</u>	<u>NUMBER PAY PERIODS FUNDED</u>	<u>TOTAL BUDGETED SALARY</u>
New	Substance Abuse Counselor II	1,369.27	13	17,800.51

TOTAL SALARY BUDGET:

\$ 462,996
(Rounded to nearest whole)

NOTE: List all new positions or existing positions involving a salary budget revision on this sheet and attach a copy of the approved budget revision form. This form must be submitted prior to hiring new personnel or may be attached to the Personnel Action forms. The total salary budget on this form must match the salary line item on the budget revision form.

**COUNTY OF CUMBERLAND
REQUEST FOR CAPITAL OUTLAY**

(Therapeutic Alternatives for Safe Communities)

DEPT: Mental Health ORGAN: (Regional Coordinating Entity) FUND: 112 AGENCY: 43B ORGAN: (4337)

ORGAN MGR: Hank Debnam

DEPT HEAD SIGNATURE: 

DESCRIPTION OF REQUEST:

Vehicle

JUSTIFICATION:

The regional coordinating entity supervises services in 20 counties and must travel to the counties

REVENUE			EXPENDITURE		
CODE	FUNDING SOURCE	AMOUNT	OBJECT CODE	OBJECT NAME	AMOUNT
4263	Therapeutic Alternatives for Safe Communities-State	16,000	3603	Capital Outlay Vehicle	16,000

EXPECTED RESULTS/ALTERNATIVES IF NOT APPROVED:

The organization will not be able to carry out the duties assigned by the State for TASC regional coordination.

REPLACEMENT ITEM;

PROPERTY #

LOCATION

DISPOSITION OF EQUIPMENT

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B08-194</u>
Date Received	<u>1-14-08</u>
Date Completed	

Fund No. 112 Agency No. 43B Organ. No. 4340

Organization Name: NC Therapeutic Alternatives Safe

ITEM NO. 1M(6)b

Communities

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4263	NC Therapeutic Alternatives Safe Communities St	95,244	170,383	265,627
9110	Transfer from 101	187,395	(138,584)	48,811
4229	NC Crime	0	54,000	54,000
		282,639	85,799	368,438

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1210	453	Salaries	251,909	35,601	287,510
1270	453	Longevity	3,013	356	3,369
1810	453	FICA	19,500	2,737	22,237
1820	453	Retirement	10,801	1,789	12,590
1824	453	401K County	2,204	360	2,564
1830	453	Medical	29,550	4,925	34,475
1860	453	Workers Comp	906	129	1,035
1991	453	Salary Adjustment	6,378	(6,378)	-
299A	454	Computer Hardware	0	11,200	11,200
2995	454	Computer Software	0	3,080	3,080
2994	454	Misc Furniture	0	3,000	3,000
3360	454	Other Services	0	29,000	29,000
		Total	324,261	85,799	410,060

Justification:

Budget additional State funds, add two new positions

Funding Source:

State: x
Other: _____

Federal: _____
Fees: _____

Fund Balance:

County: _____
New: _____
Prior Year: _____

Other: 85,799

Submitted By: Donald Warner
Department Head

Date: 1-9-08

Reviewed By: Kelly Autry
Finance Department

Date: 1-22-08

Reviewed By: Amey Cannon
Deputy/Assistant County Mgr

Date: 1/30/08

Approved By:

County Manager

Board of County Commissioners

Date: _____

Date: _____

COUNTY OF CUMBERLAND

POSITION SUPPORT FORM FOR SALARY BUDGET REVISION

TO: _____, Personnel Director

DEPARTMENT NUMBER AND NAME: 112-43B-4340 NC Therapeutic Alternatives for Safe Communities

<u>POSITION NUMBER(S)</u>	<u>POSITION TITLE(S)</u>	<u>BI-WEEKLY PAY RATE</u>	<u>NUMBER PAY PERIODS FUNDED</u>	<u>TOTAL BUDGETED SALARY</u>
New	Substance Abuse Counselor II	1,369.27	13	17,800.51
New	Substance Abuse Counselor II	1,369.27	13	17,800.51

TOTAL SALARY BUDGET:

\$ 287,510
(Rounded to nearest whole)

NOTE: List all new positions or existing positions involving a salary budget revision on this sheet and attach a copy of the approved budget revision form. This form must be submitted prior to hiring new personnel or may be attached to the Personnel Action forms. The total salary budget on this form must match the salary line item on the budget revision form.

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B08-195</u>
Date Received	<u>1-14-08</u>
Date Completed	

Fund No. 112 Agency No. 43A Organ. No. 4336
 Organization Name: MH - Child & Youth Contracts

ITEM NO. 1M(6)c

REVENUE				
			<u>Pg 1 of 11</u>	
Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4221	NC Child Mental Health State	393,446	(227,050)	166,396
		393,446	(227,050)	166,396

EXPENDITURES					
Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3360	421	Other Services	471,953	(227,050)	244,903
Total			471,953	(227,050)	244,903

Justification:

Reconcile revenues and expenditures with allocations

Funding Source:

State: ☒ Other: _____ Fund Balance: _____
 Federal: _____ County: _____ New: _____
 Fees: _____ Prior Year: _____ Other: _____

Submitted By: Donald H. Hannon Date: 1-9-08
 Department Head
 Reviewed By: Kelly A. Autry Date: 1-14-08
 Finance Department
 Reviewed By: Amy D. Cannon Date: 1/30/08
 Deputy/Assistant County Mgr

Approved By:	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B08-197</u>
Date Received	<u>1.14.08</u>
Date Completed	

Fund No. 112 Agency No. 43B Organ. No. 435I
 Organization Name: Detoxification

Pg 3 of 11

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4254	NC Substance Abuse Crisis	0	560,779	560,779
9901	Fund Balance	458,255	(458,255)	-
9110	Transfer from 101	339,188	(102,524)	236,664
		797,443	-	797,443

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
			0	-	-
Total			0	-	-

Justification:

Reconcile revenue with allocations

Funding Source:

State: _____ Federal: _____ Fund Balance: _____ County: _____ New: _____ Other: _____
 Other: _____ Fees: _____ Prior Year: _____

Submitted By: Donald J. Harris
 Department Head

Date: 1-7-08

Reviewed By: Kelly Autry
 Finance Department

Date: 1.14.08

Reviewed By: Amy C. Cannon
 Deputy Assistant County Mgr

Date: 1/30/08

Approved By:

County Manager

Board of County Commissioners

Date: _____

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B08-198</u>
Date Received	<u>1-14-08</u>
Date Completed	

Fund No. 112 Agency No. 43C Organ. No. 4343

Organization Name: MH - Developmental Disability Contracts

Pg 4 of 11

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4271	NC Child Developmental Disabilities	635,724	(394,277)	241,447
4281	NC Adult Developmental Disability Brain Injury	0	15,000	15,000
4282	NC Adult Developmental Disability	1,178,073	(127,071)	1,051,002
9901	Fund Balance	59,671	403,824	463,495
9110	Transfer from 101	<u>222,932</u>	102,524	325,456
			-	2,096,400

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3391	476	Contracted Services - Other	616,171	(11,256)	604,915
4386	476	General Assistance	20,880	(3,744)	17,136
3360	476	Other Services	133,556	15,000	148,556
					-
Total			770,607	-	770,607

Justification:

Reconcile revenues and expenditures with allocations

Funding Source:

State: _____ Federal: _____ Fund Balance: _____ County: _____ New: _____ Other: _____
Other: _____ Fees: _____ Prior Year: _____

Submitted By: Donald Warner Date: 1-9-08
Department Head
Reviewed By: Kelly Autry Date: 1-14-08
Finance Department
Reviewed By: Amy Cannon Date: 1/30/08
Deputy Assistant County Mgr

Approved By:	
County Manager	Date: _____
Board of County Commissioners	Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B08-199</u>
Date Received	<u>1.14.08</u>
Date Completed	

Fund No. 112 Agency No. 43E Organ. No. 434R
 Organization Name: MH - Adult Contracts

Pg 5 of 11

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4228	NC Emergency Services	30,584	579,266	609,850
4246	NC Adult Mental Health State	1,920,344	(1,217,040)	703,304
4255	NC Mental Mental Health Crisis	0	20,000	20,000
9110	Transfer from 101	80,866	289,661	370,527
9901	Fund Balance	0	272,119	272,119
		2,031,794	(55,994)	1,975,800

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3390	486	Contracted Services	1,279,551	(55,994)	1,223,557
		Total	1,279,551	(55,994)	1,335,545

Justification:

Reconcile revenues and expenditures with allocations

Funding Source: State: x Federal: _____ Fund Balance: x County: x New: _____ Other: _____
 Other: _____ Fees: _____ Prior Year: _____

Submitted By: Donall Hanner Date: 1-9-08
 Department Head
 Reviewed By: Kelly Autry Date: 1.14.08
 Finance Department
 Reviewed By: Amya Cannon Date: 1/30/08
 Deputy Assistant County Mgr

Approved By:	
County Manager	Date: _____
Board of County Commissioners	Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use

Budget Revision No. B08-210
Date Received 1.14.08
Date Completed _____

Fund No. 112 Agency No. 43E Organ. No. 4355

Organization Name: Crisis Stabilization

Pg 6 of 11

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4255	Mental Health Crisis	0	153,997	153,997
9110	Transfer Fund 101	640,419	(153,997)	486,422
		640,419	-	640,419

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
Total			0	-	-

Justification:

Reconcile revenue with allocation

Funding Source:

State: ☒ Federal: _____ Fund Balance: _____ County: ☒ New: _____ Other: _____
Other: _____ Fees: _____ Prior Year: _____

Submitted By: Donald G. Harner

Department Head

Date: 1-9-08

Reviewed By: Kelly Autry

Finance Department

Date: 1.14.08

Reviewed By: Amy Cannon

Deputy Assistant County Mgr

Date: 1/30/08

Approved By:

Date: _____

County Manager

Board of County
Commissioners

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B08-202</u>
Date Received	<u>1-14-08</u>
Date Completed	

Fund No. 112 Agency No. 434 Organ. No. 4362

Organization Name: Childrens Treatment System Program Admin

Pg. 8 of 11

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4240	NC Willie M Services	267,043	(90,000)	177,043
		267,043	(90,000)	177,043

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3360	513	Other Services	139,220	(90,000)	49,220
		Total	139,220	(90,000)	49,220

Justification:

Reconcile revenue and expense with allocations

Funding Source:

State: ☒
 Other: _____

Federal: _____
 Fees: _____

Fund Balance:

County: _____ New: _____
 Prior Year: _____

Other: _____ (90,000)

Submitted By: Donald Y. Hanner
 Department Head

Reviewed By: Kelley Autry
 Finance Department

Reviewed By: Amber Cannon
 Deputy/Assistant County Mgr

Date: 1-9-08

Date: 1-14-08

Date: 1/30/08

Approved By:

Date: _____

County Manager

Board of County
Commissioners

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use

Budget Revision No. 808-203
Date Received 1-14-08
Date Completed _____

Fund No. 112 Agency No. 435 Organ. No. 435E

Organization Name: Business Management & Accounting

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REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4296	NC Other State	524,095	40,000	564,095
9901	Fund Balance	47,596	(40,000)	7,596
		571,691	-	571,691

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
			0	-	-
Total			0	-	-

Justification:

Reconcile revenues with allocation

Funding Source:

State: x Federal: _____ Fund Balance: x County: _____ New: _____ Other: _____
Other: _____ Fees: _____ Prior Year: _____

Submitted By: Donald Harner

Date: 1-9-08

Department Head

Reviewed By: Kelly Autry

Date: 1-14-08

Finance Department

Reviewed By: Amey Cannon

Date: 1/30/08

Deputy Assistant County Mgr

Approved By:

Date:

County Manager

Board of County Commissioners

Date:

Budget Office Use	
Budget Revision No.	B08-204
Date Received	1-14-08
Date Completed	

Pg. 10 of 11

revised July 2007

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B08-205</u>
Date Received	<u>1-14-08</u>
Date Completed	

Fund No. 112 Agency No. 436 Organ. No. 434G
 Organization Name: Mental Retardation/Mental Illness Contracts

Pg. 11 of 11

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4244	NC Thomas S	1,143,288	(204,998)	938,290
		1,143,288	(204,998)	938,290

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3390	565	Contracted Services	1,143,288	(204,998)	938,290
Total			1,143,288	(204,998)	938,290

Justification:

Reconcile revenue & expense with allocations

Funding Source:

State: ☒ Other: _____ Federal: _____ Fees: _____ Fund Balance: County: _____ New: _____ Prior Year: _____ Other: _____

Submitted By: Donald L. Harner
 Department Head

Date: 1-9-08

Reviewed By: Kelly Autry
 Finance Department

Date: 1-14-08

Reviewed By: Amye Cannon
 Deputy/Assistant County Mgr

Date: 1/20/08

Approved By:

Date: _____

County Manager

Board of County
Commissioners

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B08-207</u>
Date Received	<u>1/16/08</u>
Date Completed	

Fund No. 101 Agency No. 437 Organ. No. 4365

Organization Name: Social Services

ITEM NO. 1 M(7)a

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4379	MISCELLANEOUS	179,359	15,992	195,351

Total 15,992

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2994	262	MISCELLANEOUS FURN/ EQUIPMENT	51,950	15,992	67,942

Total 51,950 15,992 67,942

Justification:

To recognize grant funding from the American Bar Association and Child Advocacy Center for equipment.

Funding Sources: \$11,994 Grant from the American Bar Association and 25% match (\$3,998) from the Child Advocacy Center.

Funding Source:

State: _____ Federal: _____ County: _____ New: _____ Other: _____
Other: \$ 15,992 Fees: _____ Prior Year: _____

Fund Balance:

Submitted By: [Signature]
Department Head

Date: 1-5-08

Reviewed By: [Signature]
Budget Analyst

Date: 1/17/08

Reviewed By: [Signature]
Deputy Assistant County Mgr

Date: 1/30/08

Reviewed By: _____
Information Services

Date: _____

Approved By:

County Manager

Board of County
Commissioners

Date: _____

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B08-208</u>
Date Received	<u>1/16/08</u>
Date Completed	

Fund No. 101 Agency No. 437 Organ. No. 4365
 Organization Name: SOCIAL SERVICES

ITEM NO. 1M(7)b

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4355	NC CRISIS INTERVENTION	381,519	241,578	623,097
4368	WORK FIRST DEMO GRANT	500,000	27,924	527,924
Total		881,519	269,502	1,151,021

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
4368	262	WORK FIRST DEMO GRANT	455,415	27,924	483,339
4389	262	CRISIS INTERVENTION	381,519	241,578	623,097
Total			836,934	269,502	1,106,436

To recognize additional funding.

Funding Source: State: _____ Federal: 269,502 County: _____ New: _____ Other: _____
 Other: _____ Fees: _____ Prior Year: _____

Submitted By: Rosemary [Signature] Date: 1-5-08
 Department Head
 Reviewed By: Bob [Signature] Date: 1/17/08
 Budget Analyst
 Reviewed By: Amy [Signature] Date: 1/30/08
 Deputy Assistant County Mgr
 Reviewed By: _____ Date: _____
 Information Services

Approved By:	
County Manager	Date: _____
Board of County Commissioners	Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>808-209</u>
Date Received	<u>1/16/08</u>
Date Completed	

Fund No. 101 Agency No. 437 Organ. No. 4366
 Organization Name: SOCIAL SERVICES OTHER

ITEM NO. 1M(7)c

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4369	CHILD CARE & DEV FUND	17,226,054	1,136,952	18,363,006

Total 17,226,054 1,136,952 18,363,006

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
4369	265	CHILD CARE & DEV FUND	17,226,054	1,136,952	18,363,006

Total 17,226,054 1,136,952 18,363,006

To recognize additional funding from the Division of Child Development.

Funding Source: State: 256,951 Federal: 880,001 Fund Balance: County: _____ New: _____ Other: _____
 Other: _____ Fees: _____ Prior Year: _____

Submitted By: Rosemary O'Connell Date: 1-2-08
 Department Head
 Reviewed By: Bob Becker Date: 1/17/08
 Budget Analyst
 Reviewed By: Amyr Canton Date: 1/30/08
 Deputy Assistant County Mgr
 Reviewed By: _____ Date: _____
 Information Services

Approved By:	
County Manager	Date: _____
Board of County Commissioners	Date: _____

COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST

Budget Office Use	
Budget Revision No.	<u>B08-217</u>
Date Received	<u>1/29/08</u>
Date Completed	

Fund No. 101 Agency No. 437 Organ. No. 4365

Organization Name: SOCIAL SERVICES

ITEM NO. 1M(7)d.

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4355	NC CRISIS INTERVENTION	623,097	79,985	703,082

Total 623,097 79,985 703,082

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
4389	262	CRISIS INTERVENTION	623,097	79,985	703,082

Total 623,097 79,985 703,082

To recognize additional funding.

Funding Source: State: _____ Federal: 79,985 Fund Balance: County: _____ New: _____ Other: _____
Other: _____ Fees: _____ Prior Year: _____

Submitted By: Rosemary Zimmerman Date: 1-28-08
Department Head

Reviewed By: Bob Tucker Date: 1/29/08
Budget Analyst

Reviewed By: Ameyd Cannon Date: 1/30/08
Deputy/Assistant County Mgr

Reviewed By: _____ Date: _____
Information Services

Approved By:	
County Manager	Date: _____
Board of County Commissioners	Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B08-210</u>
Date Received	<u>1-18-08</u>
Date Completed	

Fund No. 101 Agency No. 431 Organ. No. 4324
 Organization Name: EPILEPSY

ITEM NO. 1 M (8)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4180	N.C. EPILEPSY	12,375	(275)	12,100
		12,375	(275)	12,100

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2381	227	<u>DRUGS</u>	12,375	(275)	12,100
Total			12,375	(275)	12,100

Justification:

THIS BUDGET REVISION REQUESTS TO BUDGET FOR AN UNANTICIPATED REDUCTION IN STATE FUNDING.

Funding Source: State: (275) Federal: _____ Fund Balance: County: _____
 Other: _____ Fees: _____ New: _____ Other: _____
 Prior Year: _____

Submitted By: Maryanne Raynor
 Department Head
 Reviewed By: Kelly Clutser
 Finance Department
 Reviewed By: Amber Cannon
 Deputy Assistant County Mgr

1-15-08
 Date:
1-18-08
 Date:
1/30/08
 Date:

Approved By:	
	Date: _____
County Manager	
Board of County Commissioners	
	Date: _____

COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST

Budget Office Use

Budget Revision No. B08-211

Date Received 1/18/2008

Date Completed

Fund No. 220 Agency No. 450 Organ. No. 4529

Organization Name: Industrial Development Inducement Fund

ITEM NO. 1M(9)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	51,709	119,581	171,290
Total		51,709	119,581	171,290

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
340K	647	Goodyear Inducement	250,478	119,581	370,059
Total			250,478	119,581	370,059

Justification:

Revision in the amount of \$119,581 to appropriate fund balance to fund additional incentive payment to Goodyear Tire & Rubber Co.

Funding Source:

State: _____ Federal: _____ Fund Balance: _____ County: _____ New: _____ Other: _____
Other: _____ Fees: _____ Prior Year: _____

Submitted By: _____
Department Head

Date: _____

Reviewed By: Bob Sucher
Finance Department

Date: 1/18/08

Reviewed By: Amber Cannon
Assistant County Mgr

Date: 1/30/08

Approved By:

County Manager

Board of County Commissioners

Date: _____

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	NORCRESS #21
Budget Revision No.	B08-212
Date Received	1/18/2008
Date Completed	

Fund No. 009 Agency No. 450 Organ. No. 450A

Organization Name: NORCRESS Project

ITEM NO. 1M(10)

REVENUE

pg 1 of 2

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4008	USDA Rural Development Grant	4,140,000	0	4,140,000
453E	NC Rural Center Grant	2,688,781	0	2,688,781
4677	Cumberland County Schools Co-Sponsor	325,000	0	325,000
4678	Facility Investment Fee	500,000	0	500,000
4679	Community Development Co-Sponsor	603,366	0	603,366
6681	Tap Fees	72,192	0	72,192
9134	Transfer from Fund 250 (Co. Water & Sewer)	204,629	0	204,629
9296	Bond Anticipation Notes	1,250,000	0	1,250,000
9901	Fund Balance Appropriated	0	199,045	199,045
Total		9,783,968	199,045	9,983,013

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3110	NAA	Legal	30,000	0	30,000
3630	NAB	C.O. Land (easements, right of way)	47,125	0	47,125
3747	NAC	Engineering	794,936	0	794,936
3757	NAD	Facility Investment Fee	500,000	0	500,000
3758	NAE	Eastover Approach Main	576,969	0	576,969
379A	NAK	Construction - North Wade	2,026,614	0	2,026,614
379B	NAL	Construction - South Wade	1,682,594	0	1,682,594
379C	NAM	Construction - Falcon	1,509,489	0	1,509,489
379D	NAN	Construction - Godwin	1,609,140	0	1,609,140
379E	NAP	Construction - Pump Station	876,627	0	876,627
3809	NAG	Capitalized Interest	18,700	0	18,700
3419	NAQ	Miscellaneous	50,474	0	50,474
389T	NAR	Transfer to Fund 253	61,300	199,045	260,345
Total			9,783,968	199,045	9,983,013

Justification:

Revision in the amount of \$199,045 to appropriate fund balance so that all remaining cash (\$199,044.80) in the completed NORCRESS Project Fund can be transferred to the NORCRESS Administration Fund.

Funding Source:

State: _____
Other: _____

Fund Balance:

Federal: _____
Fees: _____

County: _____
Prior Year: _____

New: _____

Other: _____

Submitted By: _____

Date: _____

Approved By: _____

Reviewed By: Bob Tucker
Department Head

Date: 1/22/08

Date: _____

Reviewed By: Amber Cannon
Assistant County Mgr

Date: 1/30/08

County Manager

Board of County
Commissioners

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B08-212A
Date Received	1/18/2008
Date Completed	

Fund No. 253 Agency No. 450 Organ. No. 450E

Organization Name: NORCRESS Administration

pg 2 of 2

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9129	Transfer from Fund 009	0	199,045	199,045

Total

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3435	695	Maintenance & Repair - Other	25,000	199,045	224,045

Total 25,000 199,045 224,045

Justification:

Revision in the amount of \$199,045 to budget transfer of all remaining cash (\$199,044.80) in the completed NORCRESS Project Fund to the NORCRESS Administration Fund.

Funding Source:

State: _____
Other: _____

Federal: _____
Fees: _____

Fund Balance:

County: _____ New: _____
Prior Year: _____

Other: _____

Submitted By: _____
Department Head

Date: _____

HBA
Reviewed By: Bob Tucker
Finance Department

Date: 1/22/08

Reviewed By: Amy Cannon
Assistant County Mgr

Date: 1/30/08

Approved By:

County Manager

Board of County
Commissioners

Date: _____

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use

Budget Revision No. BOS-214
Date Received 1/24/08
Date Completed _____

Fund No. 011 Agency No. 422 Organ. No. 42BC
Organization Name: Sheriff Training Facility

ITEM NO. 1M(11)

REVENUE				
Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9133	Transfer from Fund 230	4,503,039	70,000	4,573,039

pg 1 of 2

			Total	70,000	
EXPENDITURES					
Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3704	ZAC	General Construction	4,443,595	70,000	4,443,595
			4,443,595	70,000	4,513,595

Justification:

Revision to transfer drug forfeiture funds to fund the completion of fencing at the new training facility.

Funding Source: State: _____ Federal: _____ Fund Balance: County: _____ New: _____ Other: 70,000
Other: _____ Fees: _____ Prior Year: _____

Submitted By: <u>Earl R. Butler</u> Department Head	Date: <u>1-24-08</u>	<div>Approved By:</div> <div>Date: _____</div> <div>County Manager</div> <div>Date: _____</div> <div>Board of County Commissioners</div> <div>Date: _____</div>
Reviewed By: <u>Howard Abner</u> Budget Analyst	Date: <u>1/25/08</u>	
Reviewed By: <u>Amber Cannon</u> Deputy/Assistant County Mgr	Date: <u>1/30/08</u>	
Reviewed By: _____ Information Services	Date: _____	

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>BOS-214A</u>
Date Received	<u>1/24/08</u>
Date Completed	

Fund No. 230 Agency No. 422 Organ. No. 422P
 Organization Name: Sheriff Federal Forfeiture--Justice

pg 2 of 2

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	82,276	70,000	152,276

Total 0 70,000 70,000

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
387F	654	Transfer to Fund 011	0	70,000	70,000

0 70,000 70,000

Justification:

Revision to transfer Forfeiture Funds--Justice to fund the completion of a fence surrounding the new Training Center

Funding Source: State: _____ Federal: _____ County: _____ New: _____ Other: 70,000
 Other: _____ Fees: _____ Prior Year: _____

Submitted By: Earl R Butler Date: 1-24-08
 Department Head

Reviewed By: Howard R. R... Date: 1/25/08
 Budget Analyst

Reviewed By: Amy D. Cannon Date: 1/30/08
 Deputy Assistant County Mgr

Reviewed By: _____ Date: _____
 Information Services

Approved By:	
County Manager	Date: _____
Board of County Commissioners	Date: _____

Budget Office Use	
Budget Revision No.	BOS-215
Date Received	1/24/08
Date Completed	

ITEM NO. 1M(12)

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	152,276	528,500	680,776

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
299A	652	Computer Hardware	0	45,000	45,000
2994	652	Misc Furn & Equip	110,000	130,500	240,500
3603	653	Capital Outlay--Vehicles	0	275,000	275,000
3610	653	Capital Outlay--Equipment	0	78,000	78,000
Total			110,000	528,500	638,500

Funding Source: State: _____ Federal: _____ County: _____ New: _____ Other: 528,500
Other: _____ Fees: _____ Prior Year: _____

Submitted By: Earl R Butler Date: 1-24-08
Department Head
Reviewed By: Harold R. R. Date: 1/25/08
Budget Analyst
Reviewed By: Amy N. Cannon Date: 1/30/08
~~Deputy~~ Assistant County Mgr
Reviewed By: _____ Date: _____
Information Services

Approved By: _____ Date: _____
County Manager

Board of County
Commissioners Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B08-213
Date Received	1/22/2008
Date Completed	

Fund No. 101 Agency No. 450 Organ. No. 4502

Organization Name: Planning & Inspections

ITEM NO. 1M(13)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4593	DENR Air Quality Grant	0	22,779	22,779
9901	Fund Balance Appropriated		(15,278)	
Total		0	7,501	22,779

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
4593	332	DENR Air Quality Grant	15,278	7,501	22,779
Total			15,278	7,501	22,779

Justification:

Revision to rebudget prior year available grant funds not used (\$13,778.35) and to budget additional grant funding (\$9,000) approved by the NC Department of Natural Resources to support air quality education efforts in the Fayetteville area. (The total grant award is \$25,250 of which \$2,471 was expended in the prior fiscal year). The grant does not require any local match.

Funding Source:

State: _____ Federal: _____ Fund Balance: _____ County: _____ New: _____ Other: _____
Other: _____ Fees: _____ Prior Year: _____

Submitted By: Thomas J. Floyd
Department Head

Date: 1/29/08

Reviewed By: Bob Sucher
Finance Department

Date: 1/28/08

Reviewed By: Amy Cannon
Assistant County Mgr

Date: 1/30/08

Approved By:	
County Manager	Date: _____
Board of County Commissioners	Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B08-216</u>
Date Received	<u>1/28/2008</u>
Date Completed	

Fund No. 101 Agency No. 440 Organ. No. 4408

Organization Name: Library - Grants

ITEM NO. 1 M (14)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4666	Library Grants	85,683	37,440	123,123
		85,683	37,440	123,123

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
349A	<u>298</u>	E-Rate	60,683	31,840	92,523
360A	<u>298</u>	Capital Outlay	0	5,600	5,600
Total			60,683	37,440	98,123

Justification:

The Library has received one of its E-rate checks for FY 08. We would like to use these funds for items not funded in the County's budget. Some expenditures will be for computer hardware.

Funding Source:

State: _____
Other: _____

Federal: _____
Fees: _____

Fund Balance:

County: _____ New: _____
Prior Year: _____

Other: 37,440

Submitted By: _____

Department Head

Date: 1/28/08

Reviewed By: _____

Finance Department

Date: 1-29-08

Reviewed By: _____

Deputy Assistant County Mgr

Date: 1/30/08

Approved By: _____

County Manager

Board of County Commissioners

Date: _____

Date: _____

8216

**COUNTY OF CUMBERLAND
REQUEST FOR CAPITAL OUTLAY**

DEPT: Library ORGAN: Library Grants FUND: 101 AGENCY: 440 ORGAN: 4408

ORGAN MGR: Jody Risacher PRIORITY: 1

DEPT HEAD SIGNATURE: _____

DESCRIPTION OF REQUEST:

Refurbished Sun Fire V250 Server, Pre-Configured

JUSTIFICATION:

The current ILS testing server is not large enough in storage, memory or processing power to allow our test database to be installed. The test databases is to be an exact duplicate of the online ILS. At this time we cannot run a test database for testing of the updates and upgrades. These updates and upgrades are for UNIX, Oracle and the ILS products installed.

REVENUE			EXPENDITURE		
Code	Funding Source	Amount	Object Code	Object Name	Amount
101-440-4408-4666	E-Rate	\$5,600	360A	V250 Server	\$5,600

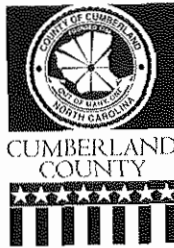
Expected Results/Alternatives if **NOT** Approved:

Replacement Item:

Property #

Location

Disposition of Equipment



ITEM NO. 2

OFFICE OF THE COUNTY ATTORNEY

Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 678-7762 • Fax: (910) 678-7758

January 25, 2008

MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF FEBRUARY 4, 2008

TO: BOARD OF COMMISSIONERS

FROM: GRAINGER BARRETT, COUNTY ATTORNEY *GB*

SUBJECT: PUBLIC HEARING TO CONSIDER INSTALLMENT FINANCING CONTRACT UNDER G.S. 160A-20 WITH RBC CENTURA BANK TO PROVIDE CAPITAL FUNDS FOR CONSTRUCTION OF GRAY'S CREEK MIDDLE SCHOOL

BACKGROUND: The Board of Commissioners has called this public hearing to consider an installment financing contract under G.S. 160A-20 with RBC Centura Bank to provide capital funding of \$20 million to finance construction of Gray's Creek Middle School. Management previously issued a Request For Proposals to financing institutions for such installment financing and determined RBC Centura's bid of 4.21% fixed for a 20 year term, with semi-annual payments beginning in September, 2008 to be the best bid.

Under G.S. 160A-20, the financing will be secured by a lien on the property financed, but not by the full faith and credit of the County. G.S. 160A-20(g) requires this public hearing on a contract under that section before entering into it and notice of this public hearing has been published as required by law. As part of the proposed transaction, the County would lease the property back to the Board of Education for use as a school during the term of the loan. The property would be conveyed back to the Board of Education at the end of the term of the loan.

RECOMMENDATION: Consider whether to adopt resolution approving installment financing contract under G.S. 160A-20 with RBC Centura for \$20,000,000 to provide capital funding for construction of Gray's Creek Middle School, and associated documents, including deed of trust to RBC Centura Bank and lease with Board of Education, substantially in the form as presented to this meeting, and authorize Chairman or County Manager to sign on behalf of County, with such changes or revisions consistent with the general tenor thereof as may be satisfactory to the County Manager and the County Attorney.

Encl.

Celebrating Our Past... Embracing Our Future

EASTOVER - FALCON - FAYETTEVILLE - GODWIN - HOPE MILLS - LINDEN - SPRING LAKE - STEDMAN - WADE

RESOLUTION

The governing body for the County of Cumberland, North Carolina, held a regular meeting at Room 118, Cumberland County Courthouse, the regular place of meeting, on February 4, 2008, at 9:00 a.m.

Present: _____

Absent: _____

Also Present: _____

* * * * *

_____ introduced the following resolution which was read:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT IN THE AMOUNT OF UP TO \$20,000,000.00 WITH RBC CENTURA BANK TO FINANCE THE CONSTRUCTION OF GRAY'S CREEK MIDDLE SCHOOL, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

BE IT RESOLVED by the governing body for the County of Cumberland, North Carolina (the "Unit"):

Section 1. The governing body of the Unit does hereby find and determine:

- a) The Unit proposes the construction of Gray's Creek Middle School for the use of the Cumberland County Board of Education, as more fully described in the hereinafter mentioned Contract (collectively, the "Project");
- b) After consideration, the governing body of the Unit has determined that the most advantageous manner of financing thereof is by an installment contract pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended;
- c) Pursuant to Section 160A-20, the Unit is authorized to finance the Project, by entering into an installment contract and a deed of trust or other security instrument that creates a security interest in some or all of the property financed to secure repayment of the financing;

- d) As required by Section 160A-20, on February 4, 2008, the Unit held a public hearing with respect to the financing of the Project through the Contract, after notice of such hearing was published at least ten (10) days prior to the hearing; and
- e) RBC Centura Bank ("RBC Centura") has proposed that RBC Centura enter into an Installment Financing Contract with the Unit to finance the Project pursuant to which RBC Centura will lend the Unit the amount of up to \$20,000,000.00 (the "Contract"), to be secured by a Deed of Trust and Security Agreement with respect to the Project for the benefit of RBC Centura (the "Deed of Trust"). RBC Centura, the Unit and RBC Centura Bank, as escrow agent will also enter into a related Escrow Agreement (the "Escrow Agreement").

Section 2. The governing body hereby authorizes and directs the County Manager, James E. Martin, to execute, acknowledge and deliver the Contract, the Deed of Trust and the Escrow Agreement on behalf of the Unit in such form and substance as the person executing and delivering such instruments on behalf of the Unit shall find acceptable. The Clerk is hereby authorized to affix the official seal of the County of Cumberland to the Contract, the Deed of Trust and the Escrow Agreement and attest the same.

Section 3. The proper officers of the Unit are authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution, the Contract, the Deed of Trust and the Escrow Agreement, including specifically, without limiting the generality of the foregoing, a Lease for the Property between the Unit and the Cumberland County Board of Education substantially in the form as presented to this meeting, together with such changes or revisions consistent with the general tenor thereof as may be satisfactory to the County Manager and the County Attorney.

Section 4. Notwithstanding any provision of the Contract, the Deed of Trust or the Escrow Agreement, no deficiency judgment may be rendered against the Unit in any action for breach of a contractual obligation under the Contract, the Deed of Trust or the Escrow Agreement and the taxing power of the Unit is not and may not be pledged directly or indirectly to secure any moneys due under the Contract, the security provided under the Contract and the Deed of Trust being the sole security for RBC Centura in such instance.

Section 5. The Unit covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") as required so that interest on the Unit's obligations under the Contract will not be included in the gross income of RBC Centura.

Section 6. This Resolution shall take effect immediately upon its passage.

Upon motion of _____, seconded by _____, members of the governing body, the foregoing resolution entitled "**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT IN THE AMOUNT OF UP TO \$20,000,0000 WITH RBC CENTURA BANK TO FINANCE THE CONSTRUCTION OF GRAY'S CREEK MIDDLE SCHOOL, AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH**" was passed by the following vote:

Ayes: _____

Nays: _____

PASSED AND ADOPTED this 4th day of February, 2008.

* * * * *

I, Marsha Fogle, Clerk for the Board of Commissioners of the County of Cumberland, North Carolina DO HEREBY CERTIFY that the foregoing has been carefully copied from the actual recorded minutes of the governing body of said County of Cumberland at a regular meeting held on February 4, 2008, the record having been made in the minutes of said governing body, and is a true copy of so much of said minutes as relates in any way to the passage of a resolution providing for the authorization of the Installment Financing Contract referred to therein.

I DO HEREBY FURTHER CERTIFY that a schedule, stating that the regular meetings of the Board of Commissioners are held on the first and third Mondays of each month at 9:00 a.m. and 6:45 p.m., respectively, at Room 118, Cumberland County Courthouse, 117 Dick Street, Fayetteville, N.C. 28302, was on file with me for at least seven calendar days prior to said meeting, all in accordance with G.S. 143-318.12.

WITNESS my hand and corporate seal of said County of Cumberland, this ____ day of _____, _____.

Clerk, County of Cumberland

[SEAL]

INSTALLMENT FINANCING CONTRACT

between

RBC CENTURA BANK
as the Bank

and

COUNTY OF CUMBERLAND, NORTH CAROLINA
as the County

Dated: March __, 2008

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INSTALLMENT FINANCING CONTRACT
REAL PROPERTY

THIS INSTALLMENT FINANCING CONTRACT, dated March __, 2008 (the "Contract"), by and between RBC CENTURA BANK, a North Carolina banking corporation (the "Bank"); and the COUNTY OF CUMBERLAND, NORTH CAROLINA, a body politic and corporate of the State of North Carolina (the "County");

WITNESSETH:

WHEREAS, the County is a duly and validly created, organized and existing public body politic, duly created and existing under and by virtue of the Constitution and laws of the State of North Carolina; and

WHEREAS, the County has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, to enter into installment contracts to finance the construction of improvements to real property; and

WHEREAS, the Bank desires to advance certain funds to enable the County to undertake the Project, as hereinafter defined; and

WHEREAS, the County desires to obtain such advance from the Bank pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the obligation of the County to make Installment Payments, as hereinafter defined, and other payments required under Section 3 hereof shall constitute a limited obligation payable solely from currently budgeted appropriations of the County and shall not constitute a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation or as otherwise prohibited by the North Carolina Constitution; and

WHEREAS, the County has received approval of this Contract and its plan of financing from the North Carolina Local Government Commission; and

WHEREAS, the County has held a public hearing with respect to the contract providing for the financing of the Project; and

WHEREAS, in order to further secure the obligations of the County hereunder, the County has executed the Deed of Trust, as hereinafter defined, to a trustee named therein, for the benefit of the Bank; and

WHEREAS, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Contract, and the taxing power of the County is not and may not be pledged in any way, directly or indirectly or contingently, to secure any moneys due under this Contract; and

WHEREAS, the Bank and the County each have duly authorized the execution and delivery of this Contract;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, and other valuable consideration, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Contract, the following definitions will apply:

- 1.1. "Board of Education" means the Cumberland County Board of Education.
- 1.2. "County" means the County of Cumberland, North Carolina, a body politic and corporate of the State of North Carolina, acting through its Governing Body.
- 1.3. "Deed of Trust" means the Deed of Trust and Security Agreement dated as of the date hereof from the County to the deed of trust trustee named therein securing its obligations hereunder for the improvement of the Property.
- 1.4. "Environmental Laws" means any federal, state or local law, rule, regulation, permit, order or ordinance relating to the protection of the environment or human health or safety now or hereafter in effect, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) (together with the regulations promulgated thereunder, "RCRA"), the Oil Pollution Act of 1990 (33 U.S.C. Section 2701, et seq.) (together with the regulations promulgated thereunder, "OPA"), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, et seq.) (together with the regulations promulgated thereunder, "Title III"), the Clean Water Act, as amended (33 U.S.C. Section 1321, et seq.) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) (together with the regulations promulgated thereunder, "CAA") and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 et seq.) (together with the regulations promulgated thereunder, "TSCA"), and any state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.
- 1.5. "Escrow Deposit Agreement" means the Escrow Deposit Agreement dated as of March __, 2008 by and between the County and the Bank pursuant to which the Bank agrees to hold the Escrow Fund on behalf of County and to advance monies in such Escrow Fund in accordance with the terms thereof.
- 1.6. "Escrow Fund" means the escrow fund established by the County with the Bank pursuant to the terms of the Escrow Deposit Agreement.
- 1.7. "Governing Body" means the Cumberland County Board of Commissioners.
- 1.8. "Hazardous Materials" means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos or petroleum, petroleum hydrocarbons, or any other substance or material as defined by (or for purposes of) any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the

Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant thereto. Hazardous Materials shall not include materials used by the County in connection with its operation of any of its public works or water/sewer system, provided such materials are properly handled and contained in accordance with applicable federal and state laws.

1.9. "Installment Payments" means those payments made by the County to the Bank as described in Section 3 of this Contract and in the Payment Schedule.

1.10. "Loan Amount" means \$20,000,000, as described in Exhibit B hereto, which will be advanced by the Bank to enable the County to undertake the Project.

1.11. "LGC" means the Local Government Commission of North Carolina established pursuant to Chapter 159 of the North Carolina General Statutes.

1.12. "Net Proceeds," when used with respect to any proceeds from policies of insurance required hereunder or proceeds of any condemnation award arising out of the condemnation of all or any portion of the Property, means the amount remaining after deducting from the gross proceeds thereof all expenses (including, without limitation, attorneys' fees and costs) incurred in the collection of such proceeds.

1.13. "Payment Schedule" means the document labeled "Payment Schedule" attached hereto as Exhibit B and incorporated herein by reference, which describes the County's Installment Payments.

1.14. "Prime Rate" means the Bank's prime rate, which is one of the Bank's variable rate indices for credit extensions and is set by the Bank at its discretion based on the Bank's perception of market interest rate levels, trends and general economic conditions. It is not tied to any specific index published by any third party and is not represented by the Bank to be the lowest rate at which the Bank extends credit.

1.15. "Project" means the construction of Gray's Creek Middle School located at 2964 School Road, Hope Mills, North Carolina, as more fully described in Exhibit A.

1.16. "Property," whether singular or plural, means that certain parcel or those certain parcels of land, together with all fixtures, improvements and appurtenances thereon now or hereafter existing, as described in the Deed of Trust.

SECTION 2. ADVANCE OF LOAN AMOUNT

The Bank agrees to advance the Loan Amount to the County and the County agrees to borrow the Loan Amount from the Bank to be applied in accordance with the terms and conditions of this Contract. The proceeds of the Loan Amount shall be used to construct the Project. The advance by the Bank shall be made by the deposit by the Bank to the Escrow Fund of the Loan Amount. The Loan Amount may be invested pending disbursement, and shall be disbursed to construct the Project in accordance with the Escrow Deposit Agreement. The County shall pay any

additional sums necessary to construct the Project and shall provide evidence of the payment of such additional sums to the Bank upon request.

SECTION 3. INSTALLMENT PAYMENTS AND OTHER PAYMENTS

3.1. Amounts and Times of Installment Payments and Other Payments. Subject to the provisions of Section 13 hereof entitled "Limited Obligation of the County," the County shall repay the Loan Amount in installments as provided in Exhibit B to this Contract. Each installment shall be deemed to be an Installment Payment and shall be paid in the amount and at the time set forth in the Payment Schedule except as provided herein. Installment Payments shall be sufficient in the aggregate to repay the Loan Amount together with interest thereon at a per annum rate equal to the rate per annum described in Exhibit B hereto. A portion of each Installment Payment is interest.

Interest on the Loan Amount as set forth on Exhibit B is based upon a 360-day year, with twelve (12) thirty (30) day months. The amortization schedule is based on all payments being received by the Bank on the scheduled due date. The Bank reserves the right to increase the initial payment to reflect any additional interest accruing prior to the end of the initial interest period.

3.2. Place of Payments. All payments required to be made to the Bank hereunder shall be made at the Bank's principal office or as may be otherwise directed by the Bank or its assignee.

3.3. Late Charges. Should the County fail to pay any Installment Payment or any other sum required to be paid to the Bank within fifteen (15) days after the due date thereof, the County shall pay a late payment charge equal to four percent (4%) of the delinquent payment.

3.4. Abatement of Installment Payments. Subject to Section 13 hereof entitled "Limited Obligation of the County," there shall be no abatement or reduction of the Installment Payments or other payments by the County for any reason, including but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or contingent) arising out of or related to the Project. The County assumes and shall bear the entire risk of loss and damage to the Project from any cause whatsoever, it being the intention of the parties that the Installment Payments and other payments shall be made in all events unless the obligation to make such Installment Payments and other payments is terminated as otherwise provided herein.

3.5. Prepayment of Installment Payments. The County may prepay the Loan Amount in whole or in part on any day from March __, 2008 through March __, 2018, upon payment of the principal amount to be prepaid, interest accrued to the prepayment date and a prepayment premium equal to two percent (2%) of the principal amount being prepaid. From March __, 2018 through maturity, the County may prepay the Loan Amount in whole or in part upon payment of the principal amount to be prepaid plus interest accrued to the prepayment date, without premium or penalty. The County shall give the Bank notice of such prepayment at least thirty (30) days prior to the date selected for prepayment.

SECTION 4. NATURE OF CONTRACT

This Contract is an installment contract and security agreement pursuant to Section 160A-20 and Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina.

SECTION 5. RESPONSIBILITIES AND COVENANTS OF THE COUNTY

5.1. Maintenance, Care and Use. The County shall use the Property, and shall cause the Board of Education to use the Property, in a careful and proper manner, in compliance with all applicable laws and regulations, and shall take no action to adversely affect the Property, and shall take (or cause to be taken) all reasonable action to preserve the Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, including, without limitation, at its sole cost and expense, to repair and maintain the Property (or cause it to be maintained or repaired), and to replace any part of the Property as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use. Any and all additions to or replacements of the Property and all parts thereof shall constitute accessions to the Property and shall be subject to all the terms and conditions of this Contract and the Deed of Trust.

5.2. Inspection. The Bank shall have the right upon reasonable prior notice to the County to enter into and upon the Property to inspect the Property or any part thereof during normal business hours.

5.3. Encumbrances. Except as permitted by the Deed of Trust, the County shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, or the rights of the County and the Bank therein, except with the prior written consent of the Bank.

5.4. Utilities. The County shall pay, or cause to be paid, when due, all charges for utility services used in connection with the Property. There shall be no abatement of the Installment Payments on account of interruption of any such services.

5.5. Taxes. The County shall pay, or cause to be paid, when due, any and all taxes levied by any governmental body as a result of the County's ownership, possession, or use of the Property or as a direct or indirect result of the acquisition [or construction] of the Project by the County.

5.6. Risk of Loss. Subject to the provisions of Section 13 hereof entitled "Limited Obligation of the County," the County shall bear all risk of loss to and condemnation of the Property. In the event of loss or damage to the Property, the County shall either (a) continue to make the Installment Payments due hereunder and repair, reconstruct and restore the applicable portion of the Property to the satisfaction of the Bank, or (b) prepay in full the principal components of the outstanding Installment Payments in accordance with Section 3.5 hereof.

5.7. Performance by the Bank of the County's Responsibilities. Any performance required of the County or any payments required to be made by the County may, if not timely performed or paid, be performed or paid by the Bank, and, in that event, the Bank shall be

immediately reimbursed by the County for such payments and for any costs and expenses, legal or otherwise, associated with the payments or other performance by the Bank, with interest thereon at a per annum rate equal to the Prime Rate in effect on the last business day of the calendar month preceding the payment (but not exceeding the maximum rate, if any, permitted by applicable law).

5.8. Financial Statements. The County agrees that it will furnish to the Bank current audited financial statements (as soon as practicable after the County's acceptance thereof) and the County's annual budget as submitted or approved, and permit the Bank or its agents and representatives to inspect the County's books and records and make extracts therefrom at its own expense during regular business hours and in a manner which will not disrupt the normal business routine of the County. The County shall furnish to the Bank current financial statements at such reasonable times as the Bank may request. The County represents and warrants to the Bank that all financial statements which have been delivered to the Bank in connection with this Contract fairly and accurately reflect the County's financial condition and there has been no material adverse change in the County's financial condition as reflected in the financial statements since the date thereof.

5.9. Other Responsibilities and Conditions. Simultaneously with the execution of this Contract and prior to the advancement of any funds hereunder by the Bank, the County shall cause to be provided to the Bank the following:

- (a) A Deed of Trust;
- (b) A Non-Arbitrage Certificate;
- (c) An Incumbency and Authorization Certificate in the form of Exhibit C attached hereto;
- (d) An Opinion Letter of counsel for the County in the form of Exhibit D attached hereto;
- (e) A certificate in the form of Exhibit E attached hereto or other proof of insurance on the Project satisfactory to the Bank;
- (f) Certified copies of resolutions of the Governing Body authorizing the County to enter into this Contract and carry out its terms, together with evidence of a public hearing held with respect to the Contract;
- (g) Proof of a title insurance policy insuring the Bank's first lien position;
- (h) The most recent survey of the Property;
- (i) The lease of the Property between the County and the Board of Education;
- (j) The Escrow Deposit Agreement in a form satisfactory to the Bank;

(k) [An opinion letter from [the Bank's] [bond] counsel which states that the interest on the County's obligations under the Contract will not be included in the gross income of the Bank for Federal and North Carolina income tax purposes, and will not be an item of tax preference for purposes of the federal alternative minimum income tax, if applicable.

(l) Copies of all documents furnished by the County to the LGC and issued by the LGC in connection with this Contract, including the certified approval by the Secretary of the LGC of this Contract and the transactions contemplated hereunder (if approval by the LGC of the transactions contemplated hereunder is required by law); and

(m) Executed originals of any other documents and instruments required by Bank in connection with this Contract.

5.10. Environmental Covenants. To the best of the County's knowledge, the Property on which the Project is to be located is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials and that no Hazardous Materials have ever been installed on such Property except as otherwise disclosed in the [Phase I Environmental Assessment prepared by _____ dated _____, or the Environmental Questionnaire previously provided to the Bank]. The County covenants that the Property shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal construction, maintenance and operation of the Project and in compliance with all Environmental Laws. The County shall not cause or permit as a result of any intentional or unintentional act or omission on the part of the County or any lessee, tenant, subtenant, licensee, guest, invitee, employee, agent or contractor, the installation of Hazardous Materials on the Property or a release of Hazardous Materials onto the Property or suffer the presence of Hazardous Materials on the Property, except in connection with the normal construction, maintenance and operation of the Project or the Property and in compliance with all Environmental Laws. The County shall comply with and ensure compliance by all sublessees, tenants, subtenants, licensees, guests, invitees, employees, agents and contractors with all applicable federal, state and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. The County has not received any notice from any governmental agency, entity or any other person who receives any notices from any governmental agency, entity or any other person with regard to Hazardous Materials on, from or affecting the Property. In the event the County does receive any such notices, the County shall immediately notify the Bank. The County, at no expense to the Bank, shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to comply with all applicable Environmental Laws.

5.11. Special Tax Covenants. The County covenants that: (a) it will make no use of the monies advanced by the Bank (the "proceeds") which would cause this Contract to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or the Treasury Regulations promulgated thereunder; (b) so long as the Contract remains in effect, the County will comply with the requirements of the Code and the applicable Treasury Regulations promulgated thereunder and will not take or omit to take any

action which will cause the interest paid or payable under this Contract to be includible in the gross income of the registered owner hereof; (c) the Project shall be used exclusively for essential governmental purposes of the County or of the Board of Education and no use shall be made of the proceeds or of the Project, directly or indirectly, which would cause this Contract to be a "private activity bond" within the meaning of Section 141 of the Code; (d) no part of the payment of principal or interest under this Contract is or shall be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof; (e) no portion of the proceeds shall be used, directly or indirectly, in making loans the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or any instrumentality thereof; and (f) the County shall not lease or otherwise make any of the Project available to any entity if such lease or other availability would cause the interest portion of the Installment Payments to be included in the gross income of the Bank under the Code for income tax purposes.

The County shall furnish promptly all information necessary to permit the Bank to file on or before its due date IRS Form 8038-G. The County shall not take or omit to take any action that may cause a loss of the federal, state or local tax-exempt status of this Contract or the interest thereon.

5.12. Appropriations of Payments. (a) The County reasonably believes that funds sufficient to make all Installment Payments during the term of this Contract can be obtained. While recognizing that it is not empowered to make any binding commitment to make Installment Payments or any other payments beyond its current fiscal year, the Governing Body of the County in authorizing the execution of this Contract has stated its intent to make annual appropriations sufficient to make the Installment Payments and has recommended that future governing bodies continue to do so during the term of this Contract.

(b) The County Manager or Finance Officer shall include in the initial proposal for each of the County's annual budgets the amount of all Installment Payments coming due during the fiscal year to which such budget is applicable. Notwithstanding that the County Manager or Finance Officer includes an appropriation for Installment Payments in a proposed budget, the County may terminate all its obligations hereunder by not appropriating sufficient funds to make the scheduled Installment Payments. In the event the Governing Body determines not to appropriate in its budget an amount sufficient to pay all Installment Payments coming due in the applicable fiscal year, the Governing Body shall adopt a resolution specifically deleting such appropriation from the proposed budget for that fiscal year. Such resolution shall state the reasons for such deletion, shall be adopted by a vote identifying those voting for and against and abstaining from the resolution, and shall be recorded in the minutes of the Governing Body. A copy of such resolution shall be promptly sent to the Bank. Such failure to appropriate shall constitute an Event of Default.

(c) If the amount equal to the Installment Payments which will be due during the next fiscal year has not been appropriated by the County in its budget, the County Manager or Finance Officer shall deliver to the Bank, within ten (10) days after the adoption of the County's budget for such fiscal year, but not later than fifteen (15) days after the start of such fiscal year, a certificate from the Finance Officer of the County stating that the County did not make such appropriation.

5.13. Construction of the Project. The County has complied and shall comply, or will cause the Board of Education to comply, with the provisions of Article 8 of Chapter 143 of the

General Statutes of North Carolina and enter into one or more contracts with a contractor or contractors relating to the construction of the Project (whether one or more, the "Construction Contract"). The County has caused and shall cause the construction to be carried on continuously in accordance with the plans and specifications and with all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over same. The County has complied and will comply, and will cause the Board of Education to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction over the Project and has secured, or caused to be secured, all regulatory approvals and permits that are available at this time and necessary for the construction and installation of the Project. The County will secure, or cause to be secured, any additional regulatory approvals and permits if required as construction and installation of the Project progresses.

SECTION 6. DEED OF TRUST

6.1. Security Interest. In order to secure its obligations hereunder, the County shall deliver to the Bank the Deed of Trust. The County shall cause to be filed, at the County's expense, financing statements and other related documents that are necessary under Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina to perfect a first lien security interest in the fixtures that are part of the Property by filing and to maintain that first lien security interest in perfected form.

6.2. Liens. The County shall not directly or indirectly create, incur, assume or suffer to exist any lien, charge, security interest, encumbrance or claim on or with respect to the Property (except the security interest granted to the Bank or as permitted by Section 5.3). The County shall promptly, at its own expense, take such action as may be necessary to duly discharge any such lien, security interest, charge, encumbrance or claim if the same shall arise at any time. The County shall reimburse the Bank for any expense incurred by it in order to discharge or remove any such lien, security interest, encumbrance or claim.

SECTION 7. INSURANCE AND UNFORESEEN LOSSES

7.1. Insurance. The County shall obtain and maintain, at its expense, or shall cause the Board of Education to obtain and maintain, at all times until termination of this Contract a policy of insurance covering the Property and providing the insurance protection described in this Section. The County or the Board of Education, as applicable, shall maintain at its own expense fire, casualty, public liability, property damage and theft insurance, and such other insurance in such amounts and with such deductibles, if permitted, as required by the Bank from time to time. The Property shall be insured in an amount equal to the total replacement value or the Loan Amount, whichever is greater. All such insurance shall be maintained with an insurance company or companies licensed to do business in North Carolina and shall contain a standard mortgagee clause designating the Bank as additional insured as its interest may appear. The County shall deliver to the Bank the policies of insurance or duplicates thereof or other evidence satisfactory to the Bank of such insurance coverage. Each insurer shall agree by endorsement upon the policy or policies issued by it that (i) it will give thirty (30) days prior written notice to the Bank of the cancellation or material modification of such policy; and (ii) the coverage of the Bank shall not be terminated, reduced or affected in any manner regardless of

any breach or violation by the County of any warranties, declarations and conditions of such insurance. The County agrees to cooperate fully in all accident insurance investigations, claims and litigation proceedings. The County shall cooperate fully with the Bank in filing any proof of loss with respect to any insurance policy described above. In no event shall the County voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Property without the written consent of the Bank.

In lieu of policies of insurance written by commercial insurance companies meeting the requirements of this Section, the County may maintain a program of self-insurance or participate in group risk financing programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or federal insurance programs.

7.2. Damage or Destruction. (a) The County shall notify the Bank immediately in the event (i) of any damage to or destruction from fire or other casualty of any portion of the Property or (ii) that a material defect in the construction of the Property becomes apparent, if the County determines in good faith that such damage, destruction or loss will cost more than \$50,000 to repair, replace and restore.

(b) If any portion of the Property is damaged or destroyed as provided herein, to an extent that the County determines in good faith that the cost of repairing, replacing and restoring such damage or destruction will exceed \$50,000, then the County shall deposit the Net Proceeds with the Bank and shall, within 90 days after the date such damage or destruction occurs, elect one of the following two options by giving notice of such election to the Bank, and the Bank shall disburse such Net Proceeds in accordance with the option so elected:

(i) Option A – Repair and Restoration. The County may elect to repair, reconstruct and restore that portion of the Property so lost, damaged or destroyed. If the County elects this Option A, then the County, or the Board of Education, as applicable, shall proceed forthwith to repair, reconstruct and restore the applicable portion of the Property to substantially the same condition as had existed prior to the event causing such damage or destruction, with such alterations and additions as the County or the Board of Education, as applicable, may determine to be necessary or desirable and as will not impair the capacity or character of the applicable portion of the Property for the purposes for which it had been used prior to such damage or destruction or is intended to be used. So long as no Event of Default has occurred and is continuing under this Contract, the Bank, upon receipt of a request made by the County, shall apply so much as may be necessary of such Net Proceeds to payment of the cost of such repair, reconstruction and restoration, either on completion thereof or as the work progresses. Any such request may provide for Net Proceeds to be paid directly to third-party vendors or to be paid to the County for reimbursement of costs incurred in such repair, replacement or restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair, replacement and restoration, the County shall, subject to Section 5.12, pay so much of the cost thereof as may be in excess of such Net Proceeds. The County shall not by reason of the payment of such excess cost be entitled to any (A) reimbursement from the Bank, or (B) abatement or diminution of the Installment Payments.

(ii) Option B – Prepayment of Installment Payments. The County may elect to have the Net Proceeds of insurance payable as a result of such loss, damage or destruction, together with other monies provided by the County, applied to the prepayment of Installment Payments in accordance with Section 3.5. Notwithstanding anything to the contrary, in the event that the County elects to make partial prepayment under this Option B, the County shall first provide to the Bank a certificate signed by the Manager to the effect that (i) the Property has been restored to its condition prior to the damage, or (ii) such damage will not impair the County's use of the Property for its intended purposes.

(c) If the County determines in good faith that such cost will not exceed \$50,000, the County shall (1) retain the Net Proceeds with respect to such damage or destruction, (2) forthwith repair, reconstruct and restore, or cause the Board of Education forthwith to repair, reconstruct and restore, the Property so damaged or destroyed to substantially the same condition as it had existed prior to the event causing such damage or destruction, and (3) apply Net Proceeds retained by it to the payment or reimbursement of the costs of such repair, replacement and restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair, replacement and restoration, the County shall, subject to Section 5.12, pay so much thereof as is in excess of such Net Proceeds.

7.3. Condemnation; Loss of Title. (a) In the case of a taking of all or any part of the Property or any right therein under the exercise of the power of eminent domain or any loss of all or any part of the Property because of loss of title thereto, or the commencement of any proceedings or negotiations which might result in such a taking or loss, the party upon whom notice of such taking is served or with whom such proceedings or negotiations are commenced or who learns of a loss of title shall give prompt notice to the other. Each such notice shall describe generally the nature and extent of such condemnation, taking, loss, proceedings or negotiations. All obligations of the County under this Contract (except obligations to make Installment Payments when due) shall terminate as to the portion of the Property as to which there is a loss of title or which is condemned or taken when such loss of title is finally adjudicated or when title thereto vests in the party condemning or taking the same, as the case may be (hereinafter referred to as the "Takings Date"). The County shall pay over to the Bank (and hereby irrevocably assigns, transfers and sets over to the Bank) all right, title and interest of the County in and to any Net Proceeds payable as to any such loss of title, condemnation or taking during the term of this Contract.

(b) In the event of any such loss of title, condemnation or taking, the County shall deliver the Net Proceeds from the condemnation proceeding to the Bank, and, within 90 days after the Takings Date for such proceeding, elect either or both of the following two options by giving notice of such election to the Bank, and the Bank shall disburse the Net Proceeds in accordance with the option so elected:

(i) Option A – Restoration. The County may elect to have the Net Proceeds as to such loss of title, condemnation or taking used to restore the applicable portion of the Property as to which there has been a loss of title, condemnation or taking to substantially its condition prior to such loss of title, condemnation or taking. So long as no Event of Default has occurred and is continuing under this Contract, the Bank, upon

receipt of a request made by the County, shall apply so much as may be necessary of such Net Proceeds to payment of the cost of such restoration, either on completion thereof or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such restoration, the County shall, subject to Section 5.12, pay so much of the cost thereof as may be in excess of such Net Proceeds. The County shall not, by reason of the payment of such excess cost, be entitled to any (A) reimbursement from the Bank, or (B) abatement or diminution of the Installment Payments.

(ii) Option B – Prepayment of Installment Payments. The County may elect to have the Net Proceeds payable as to any such loss of title, condemnation or taking, together with other monies provided by the County, applied to the prepayment of the Installment Payments in accordance with Section 3.5. Notwithstanding anything to the contrary, in the event that the County elects to make partial prepayment pursuant to this Option B, the County shall first provide to the Bank a certificate signed by the Manager to the effect that such loss of title, condemnation or taking has not impaired the County's use of the Property for its intended purpose.

(c) The Bank shall, at the expense of the County, cooperate fully with the County in the contest of any prospective or pending condemnation proceedings or in any contest over title with respect to the Property or any part thereof and shall, to the extent it may lawfully do so, permit the County to litigate, at the expense of the County, in any such proceeding in the name and on behalf of the Bank. In no event shall the Bank voluntarily settle, or consent to the settlement of, any prospective or pending condemnation proceedings, or proceedings as to title, with respect to the Property or any part thereof without the consent of the County.

SECTION 8. WARRANTIES AND REPRESENTATIONS OF THE COUNTY

The County warrants and represents to the Bank (all such representations and warranties being continuing) as follows:

(a) The County is a body politic and corporate duly created and existing under the laws of the State of North Carolina as a political subdivision of the State of North Carolina, and has all powers necessary to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder;

(b) This Contract and all other documents relating hereto, have been duly and validly authorized, approved, executed and delivered by the County, and the performance by the County of its obligations under such documents has been approved and authorized under all laws, regulations and procedures applicable to the County, including, but not limited to, compliance with all applicable public meeting and bidding requirements, and the transactions contemplated by this Contract and all other documents relating hereto constitute a public purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina, and, assuming due authorization, execution and delivery hereof by the Bank, constitute valid, legal and binding obligations of the County, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by general principles of equity or by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally

and as those other laws may be further limited by the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended;

(c) No approval or consent is required from any governmental authority with respect to the entering into or performance by the County of this Contract and the transactions contemplated hereby, or, if any such approval is required, it has been duly obtained, including any applicable approval of the LGC as evidenced by the Secretary's certificate hereon;

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of the County's knowledge, threatened, against or affecting the County challenging the validity or enforceability of this Contract or any other documents relating hereto, or the performance of the County's obligations hereunder, and compliance with the provisions hereof, under the circumstances contemplated hereby, does not and will not in any material respect conflict with, constitute on the part of the County a breach of or default under, or result in the creation of a lien or other encumbrance on any property of the County (except as contemplated herein) pursuant to any agreement or other instrument to which the County is a party, or any existing law, regulation, court order or consent decree to which the County is subject;

(e) There are no liens or encumbrances on the Property other than the Deed of Trust or any encumbrances permitted by Section 5.3;

(f) A resolution relating to the performance by the County of this Contract and the transactions contemplated hereby has been duly adopted, is in full force and effect, and has not been in any respect amended, modified, revoked or rescinded;

(g) The Project is essential to properly, efficiently and economically undertaking the County's obligation to appropriate funding to the Board of Education as required by law, and the delivery of its service and the Project will provide an essential governmental use and will be in furtherance of public functions that the County is authorized and obligated by law to perform; and

(h) The security interest granted by the County to the Bank in the Property shall have been duly perfected and shall constitute a first lien security interest in the Property subject to any encumbrances permitted by Section 5.3.

SECTION 9. INDEMNIFICATION

To the extent permitted by applicable law, the County hereby agrees to indemnify, protect and save the Bank, the Escrow Agent and the LGC and the members and employees of each of the foregoing harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys fees, arising out of, connected with, or resulting directly or indirectly from the Project, including without limitation, the possession, condition or use thereof. The indemnification arising under this section shall continue in full force and effect notwithstanding the payment in full of all obligations under this Contract.

SECTION 10. DISCLAIMER OF WARRANTIES

10.1. No Representations by the Bank. The County acknowledges that it has inspected the Project and found the Project to be satisfactory and acknowledges and agrees that it has selected the Project based upon its own judgment and disclaims any reliance upon any statements or representations made by the Bank with respect thereto.

10.2. Disclaimer By the Bank. THE BANK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROJECT OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROJECT.

SECTION 11. DEFAULT AND REMEDIES

11.1. Definition of Event of Default. The County shall be deemed to be in default hereunder upon the happening of any of the following events of default (each, an "Event of Default"):

(a) The County shall fail to make any Installment Payment or fail to pay any other sum hereunder when due, in either case, within ten (10) days after receipt of written notice of such failure; or

(b) The County shall fail to perform or observe any term, condition or covenant of this Contract not constituting a direct financial obligation of the County within ten (10) days after receipt of written notice of such failure or shall breach any warranty by the County herein or therein contained; or

(c) Proceedings under any bankruptcy, insolvency, reorganization or similar litigation shall be instituted by or against the County, or a receiver, custodian or similar officer shall be appointed for the County or any of its property, and such proceedings or appointments shall not be vacated or fully stayed after the institution or occurrence thereof; or

(d) Any warranty, representation or statement made by the County herein or in any other document executed or delivered in connection herewith is found to be incorrect or misleading in any material respect on the date made; or

(e) An attachment, levy or execution of a security interest or lien, except for the lien and security interest of the Bank or any encumbrances permitted by Section 5.3, is levied upon or with respect to the Project.

11.2. Remedies on Default. Subject to Section 13 hereof entitled "Limited Obligation of the County," upon the occurrence of any Event of Default, the Bank may exercise any one or more of the following remedies as the Bank in its sole discretion shall elect:

(a) Declare the entire principal amount of the Installment Payments and all accrued interest and other charges immediately due and payable without notice or demand to the County;

(b) Proceed by appropriate court action to enforce performance by the County of the applicable covenants of this Contract or to recover for the breach thereof;

(c) Exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the State of North Carolina and the general laws of the State of North Carolina with respect to the enforcement of the security interest granted or reserved hereunder, including, without limitation, to the extent permitted by law, take possession of any collateral without any court order or other process of law and without liability for entering the Property and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the County, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Contract and, thereafter, shall pay any remaining proceeds to the County;

(d) Take possession of any proceeds of the Property, including Net Proceeds; or

(e) Pursue any other remedy available at law or equity to the Bank.

11.3. Further Remedies. All remedies of the Bank are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. The County agrees to pay to the Bank all court costs and reasonable attorney fees incurred by Bank in enforcing the Bank's rights and remedies under this Contract.

SECTION 12. ASSIGNMENT

12.1. Assignment by the County. The County agrees not to sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in this Contract or the Property (except for the lien and security interest of the Bank or as permitted by Section 5.3) without the Bank's prior written consent. The Bank specifically consents the Lease Agreement between the County and the Board of Education dated March __, 2008, relating to the Property, a copy of which has been provided to it and which it has reviewed.

12.2. Assignment by the Bank. (a) The Bank may, at any time and from time to time, assign all or any part of its interest in the Project or this Contract, including, without limitation, Bank's rights to receive Installment Payments payable to Bank hereunder or thereunder, in accordance with this Section 12.2. Any assignment made by the Bank or any subsequent assignee shall not purport to convey any greater interest or rights than those held by the Bank pursuant to this Contract. The Bank or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract, or making this Contract part of a pool of obligations without the consent of the LGC, so long as such assignment or reassignment is to (i) a bank, insurance company or similar institution or any other entity approved by the LGC; or (ii) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in the Contract, provided such certificates are sold only to a bank, insurance company or similar financial institution or other entity approved by the

LGC. Notwithstanding the foregoing, unless to an affiliate controlling, controlled by or under common control with Bank, no assignment or reassignment of the Bank's interest in the Contract shall be effective unless and until the County shall receive notice of such assignment or reassignment disclosing the name and address of each such assignee.

(b) The County further agrees that the Bank's interest in this Contract may be assigned in whole or in part (subject to the limitations on assignment contained in Section 12.2(a)) upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided the County receives notice of such assignment and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of such certificates of participation.

(c) The County agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the County and the LGC, and the County shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the County shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

(d) The Bank represents and warrants that it is familiar with federal and North Carolina legislation, rules and regulations as to limitations upon the public distribution of securities that have not been registered under the Securities Act of 1933, as amended, and that it is making the Advance for its own account and has no present intention of making any sale or other distribution of this Contract in violation of such legislation, rules or regulations. The Bank represents that it is familiar with the operations and financial condition of the County, based upon information furnished to the Bank by the County, and has made such inquiries as it deems appropriate in connection with the Advance.

SECTION 13. LIMITED OBLIGATION OF THE COUNTY

NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA. THIS CONTRACT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS CONTRACT IS IN EFFECT; PROVIDED, HOWEVER, ANY FAILURE OR REFUSAL BY THE COUNTY TO APPROPRIATE FUNDS, WHICH RESULTS IN THE FAILURE BY THE COUNTY TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE

COUNTY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS CONTRACT, AND THE TAXING POWER OF THE COUNTY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS CONTRACT.

No provision of this Contract shall be construed to pledge or to create a lien on any class or source of the County's moneys other than monies in the Escrow Fund created pursuant to the Escrow Deposit Agreement. To the extent of any conflict between this Section and any other provision of this Contract, this Section shall take priority.

SECTION 14. TAX-EXEMPT INTEREST

14.1. Intent of Parties. It is the intention of the parties hereto that the interest portion of the Installment Payments paid by the County to the Bank under this Contract shall be tax-exempt under Section 103 of the United States Internal Revenue Code.

14.2. Determination or Event of Taxability. If at any time there is a Determination of Taxability or Event of Taxability, as such terms are hereinafter defined, the principal portion of the indebtedness of the County to the Bank which is represented by the Installment Payments shall, from and after the Date of Taxability, as hereinafter defined, bear interest at the Prime Rate, as the Prime Rate fluctuates from time to time, plus one percent (1%) per annum (the "Alternative Rate of Interest") payable from the Date of Taxability to such time. In such event, the County also shall be required to pay to the Bank all amounts, if any, which may be necessary to reimburse the Bank for any interest, penalties or other charges assessed by the Internal Revenue Service and the Department of Revenue of the State of North Carolina against the Bank by reason of the Bank's failure to include the interest portion of the Installment Payments (hereinafter called "Interest") in its gross income for income tax purposes. Installment Payment amounts under this Contract shall be increased as a result of the increased interest rate and additional interest as a result of said rate increase on all previous payments shall be paid to the Bank upon demand therefor. The County shall pay to the Bank the Interest calculated at the above-mentioned Alternative Rate of Interest notwithstanding any transfer by the Bank or payment or prepayment by the County prior to the date such Determination of Taxability was made.

An Event of Taxability shall mean any event, occurrence or situation, resulting from an action, or failure to act, by the County, the effect of which is to cause the interest portion of the Installment Payments to be includible in the gross income of the Bank for federal income tax purposes. A Determination of Taxability shall mean a determination that the Interest is included in gross income of the Bank for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following: (a) the date on which the Bank is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as a consequence of an action, or failure to act, by the County, the Interest is included in the gross income of the Bank for federal income tax purposes; (b) the date on which the County receives notice from the Bank that the Bank has been advised (i) in writing that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to the Bank which asserts, in effect, that Interest received by the Bank is included in the gross income of the Bank for federal income tax purposes, as a result of an action, or failure to act, by the County, or (ii) by an

opinion of counsel received by the Bank which concludes, in effect, that Interest is included in the gross income of the Bank for federal income tax purposes as a result of an action, or failure to act, by the County; (c) the day on which the County is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that the Interest is included in the gross income of the Bank for federal income tax purposes as a result of an action, or failure to act, by the County; or (d) the day on which the County is advised in writing by counsel to the Bank that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the County has been given written notice and an opportunity to participate and defend that the Interest is included in the gross income of the Bank for federal income tax purposes, as a result of an action, or failure to act, by the County.

The Date of Taxability shall mean the first date upon which Interest is included in the gross income of the Bank for federal income tax purposes as a result of an Event of Taxability or a Determination of Taxability.

14.3. Duty to Notify the Bank. The County agrees to give prompt written notice to the Bank upon the County's receipt of any oral or written notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability has occurred.

SECTION 15. MISCELLANEOUS

15.1. Waiver. No covenant or condition of this Contract can be waived except by the written consent of the Bank. Any failure of the Bank to require strict performance by the County or any waiver by the Bank of any terms, covenants or conditions herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or condition herein.

15.2. Severability. In the event any portion of this Contract shall be determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Contract shall continue in full force and effect.

15.3. Governing Law. This Contract shall be construed, interpreted and enforced in accordance with the laws of the State of North Carolina.

15.4. Notices. Any and all notices, requests, demands, and other communications given under or in connection with this Contract shall be effective only if in writing and either personally delivered or mailed by certified United States mail, postage prepaid, return receipt requested, addressed to the address of the recipient as described below, and shall be deemed to be received on the third day after the day it was deposited in the United States mail or on the day it was actually received, whichever is earlier.

County: County of Cumberland
117 Dick Street, Room No. 451
Fayetteville, North Carolina 28301
Attn: County Manager

Bank's Address: RBC Centura Bank
3201 Beechleaf Court, Suite 360
Raleigh, North Carolina 27604
Attn: James M. Hansen

15.5. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.

15.6. Entire Contract. This Contract, together with the Exhibits and attachments hereto, constitutes the entire Contract between the parties and this Contract shall not be modified, amended, altered or changed except by written agreement signed by the parties.

15.7. Binding Effect. Subject to the specific provisions of this Contract, this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

15.8. Time. Time is of the essence of this Contract and each and all of its provisions.

15.9. Execution in Counterparts. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

COUNTY OF CUMBERLAND, NORTH
CAROLINA

By: _____

Title: _____

(SEAL)

Attest: _____

Marsha Fogle, Clerk

RBC CENTURA BANK

By: _____

Title: _____

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

Amy Cannon, County Finance Director

Approved for legal sufficiency:

County Attorney

Local Government Commission
Signature page for Installment Financing Contract in the
amount of \$20,000,000 by and between RBC Centura Bank and
County of Cumberland, North Carolina dated March __, 2008

This Contract has been approved under the provisions of Article 8, Chapter 159 of the General Statutes of North Carolina.

By: _____
T. Vance Holloman, Secretary
Local Government Commission

EXHIBIT A

PROJECT DESCRIPTION

Construction of Gray's Creek Middle School, a _____ square foot building designed for _____ students, on the Property located at 2964 School Road, Hope Mills, North Carolina.

EXHIBIT B

PAYMENT SCHEDULE

Installment Financing Contract Date: March __, 2008

County: County of Cumberland, North Carolina

Loan Amount: \$20,000,000

Interest Rate/Payment Terms (Mark One)

Fixed Rate is 4.21%

The interest rate is 4.21% per annum fixed. Interest is calculated and imposed on the unpaid balance of the Loan Amount based on the payment schedule described herein. The Loan Amount plus interest shall be repaid by County to Bank in forty (40) equal consecutive semi-annual installments of principal in the amount of \$500,000 each, plus interest, commencing September __, 2008, and one final payment of all unpaid principal and interest on March __, 2028.

COUNTY OF CUMBERLAND, NORTH
CAROLINA

By: _____

Title: _____

Date: _____

EXHIBIT C

INCUMBENCY AND AUTHORIZATION CERTIFICATE

In connection with the execution and delivery by the County of Cumberland, North Carolina (the "County") of an Installment Financing Contract dated March __, 2008 (the "Contract") with RBC Centura Bank, I, Marsha Fogle, do hereby certify that I am the duly appointed Clerk to the Board of Commissioners of the County of Cumberland, North Carolina, a body politic of and existing under the laws of the State of North Carolina, and that I have custody of the official minutes and other pertinent records of that body.

I further certify that:

(1) As of the date of this certificate, the persons named below are duly elected, qualified and acting incumbents of their respective offices of the County and as such are familiar with its books and corporate records.

(2) The County was duly established in the year 1754. At all times since its establishment the County has continually exercised the powers given to counties by the Constitution and laws of North Carolina.

(3) The persons named below were authorized by a resolution of the Board of Commissioners of the County passed in a regular meeting held on February 19, 2008, to execute and deliver on behalf of the County the Contract to evidence the obligation of the County in connection with the construction of the Project (as defined in the Contract), together with all other documents and instruments required and contemplated by the Contract, and to carry out the terms of all of the foregoing, all under and pursuant to the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended. Such resolution was adopted at a meeting duly called and held on such date, at which meeting a quorum was present and acting throughout. Such resolution has not been amended, rescinded, terminated or otherwise revoked and is in full force and effect.

(4) The persons named below were on the date or dates of the execution of the Contract and the Deed of Trust and are on the date hereof the duly elected and qualified incumbents of the offices of the County appearing at the right of their respective names and the signatures appearing at the right of their respective names are their genuine signatures:

(5) The signatures set opposite the names and positions of the persons named below are such persons' true and authentic signatures.

<u>Name</u>	<u>Position</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____

(6) The seal of the County is the same seal of which an impression appears below and on the Contract.

(7)

IN WITNESS WHEREOF, I have duly executed this certificate and have affixed to it the seal of the County of Cumberland, North Carolina on this ____ day of March, 2008.

Marsha Fogle, Clerk

[SEAL]

EXHIBIT D

[TO BE PLACED ON COUNSEL'S LETTERHEAD]

OPINION OF COUNSEL OF COUNTY

[Date]

RBC Centura Bank
3201 Beechleaf Court, Suite 700
Raleigh, North Carolina 27604

Re: Installment Financing Contract between the County of Cumberland, North Carolina (the "County") and RBC Centura Bank (the "Bank")

We are acting as counsel to the County in connection with the authorization and delivery of the above-referenced Installment Financing Contract (the "Contract"). The County is entering the Contract to finance the construction of Gray's Creek Middle School located at 2964 School Road, Hope Mills, North Carolina 28348 (the "Project"). The Contract is being entered into by the County pursuant to the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended (the "Act"). This opinion is being rendered to the Bank in support of the obligation of the County of Cumberland, North Carolina under the Contract and the documents related thereto.

In connection with preparing this opinion, we have reviewed (a) the Constitution and laws of the State of North Carolina (the "State"), (b) certain proceedings taken by the governing body of the County, including a resolution adopted on _____ authorizing the filing of an application for approval of the Contract by the North Carolina Local Government Commission (the "LGC") and a resolution adopted on February 19, 2008 approving the Agreements (as defined below) (collectively, the "Resolutions"), (c) the form of the Contract, the Deed of Trust and Security Agreement dated March __, 2008, the Escrow Deposit Agreement dated March __, 2008, and all other documents related thereto (collectively, the "Agreements"), and (d) such other information and documents as we have deemed appropriate.

Based upon the foregoing, we are of the opinion, as of the date hereof and under existing law, that:

1. The County is a body politic and corporate duly existing under the Constitution and laws of the State. The County has all necessary power and authority to (a) undertake the Project, (b) adopt the Resolutions, and (c) enter into and perform its obligations under the Agreements.

2. Each of the Resolutions was duly adopted.

3. Each of the Agreements has been duly authorized, executed and delivered by the County. Assuming the due authorization, execution and delivery of any Agreement by the Bank, if required by the terms thereof, each such Agreement constitutes a legal, valid and binding agreement of the County enforceable against the County in accordance with its terms. Such

obligation does not constitute a pledge of the faith and credit of the State of North Carolina or of any county, city or other political subdivision of the State, including the County. The rights and enforceability of the obligations of the County under the Contract may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally and (b) principles of equity, whether considered at law or in equity.

4. The Project serves a public purpose for which public funds may be expended pursuant to the Constitution and laws of the State.

5. All necessary public hearings relating to the Resolutions and the execution, delivery and performance of the Agreements by the County have been duly conducted as required by applicable law.

6. To the best of my knowledge, all permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the County's part to have been obtained or completed in connection with the authorization, execution and delivery of the Agreements, the consummation of the transactions contemplated thereby and the acquisition of the Project, including all necessary approvals from the LGC have been obtained pursuant to the Act and Chapter 159, Article 8 of the North Carolina General Statutes, have been obtained and are in full effect, and I know of no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

7. There is no litigation or any governmental administrative proceeding to which the County (or any official thereof in an official capacity) is a party that is pending or, to the best of my knowledge after reasonable investigation, threatened with respect to (a) the County's organization or existence, (b) its authority to execute and deliver the Agreements or adopt the Resolutions or to comply with the terms thereof, (c) the validity or enforceability or any of the Agreements or the transactions contemplated thereby, (d) the title of the County officers who executed the Agreements, (e) any authority or proceedings relating to the County's adoption of the Resolutions or its execution or delivery of any of the Agreements, or (f) the undertaking of the transactions contemplated by the Agreements and the Resolutions.

The opinions expressed above are subject to the following qualifications and limitations:

(a) The enforceability of the Contract will be subject to bankruptcy, insolvency and other laws affecting creditors rights generally. To the extent that remedies under the Contract require enforcement by a court of equity, the enforceability thereof may be limited by such principles of equity as the court having jurisdiction may impose.

(b) Pursuant to the Act, no deficiency judgment may be rendered against the County in the event of a breach by the County of its obligations under the Contract, including its obligation to pay the Installment Payments under the Contract, and the taxing power of the County is not pledged, and may not be pledged, to pay any obligation of the County under the Contract.

(c) Under North Carolina law, the recovery of attorneys' fees is limited by and subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended.

(d) We have assumed for purposes of all of our opinions contained herein that the Bank will exercise its rights under the Contract in good faith and in a commercially reasonable manner.

This opinion is for the sole benefit of the Bank and any assignee of the Contract and may not be relied upon by any other person without our prior written consent.

Very truly yours,

EXHIBIT E

CONTINUOUS INSURANCE COVERAGE DECLARATION

Installment Financing Contract Dated: March __, 2008

County: County of Cumberland
117 Dick Street, Room No. 451
Fayetteville, North Carolina 28301
Attn: County Manager

Bank: RBC Centura Bank
3201 Beechleaf Court, Suite 700
Raleigh, NC 27604

Insurance Co: _____
Policy #: _____
Agency: _____

Phone: _____

Whereas, the County has entered into an Installment Financing Contract with RBC Centura Bank (the "Contract") to finance the construction of improvements to real property ("Project") and insurance coverage is required by the Bank to protect the security interest in the Property (as defined in the Contract), the County agrees to maintain, or to cause the Cumberland County Board of Education (the "Board of Education") to maintain, insurance coverage on the Property with the above designated company or another company of its selection during the term of financing. In lieu of policies of insurance written by commercial insurance companies meeting the requirements of the Contract, the County may maintain, or cause the Board of Education to maintain, a program of self-insurance or participate in group risk financing programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or federal insurance programs.

If coverage is not renewed or never acquired, and a loss occurs while the collateral is uninsured, the County agrees to indemnify the Bank. The indemnification can be accomplished by the mutual agreement of the parties as follows:

* The principal balance and accrued interest may be paid in full in satisfaction of the obligation as provided in Section 3.5 of the Contract.

* The Property is repaired to its original condition or replaced with equal value property, at the expense of the County.

* A replacement or substitution of collateral satisfactory to the Bank is acquired by the County, at the County's expense.

The County pledges to notify the Bank of a loss in whole or in part within ten (10) days of any loss and agrees to cooperate with the Bank in obtaining insurance proceeds or through indemnification for any losses. The County further certifies that the County takes full responsibility of notifying the insurance agency/company and maintaining continuous coverage on the collateral.

COUNTY OF CUMBERLAND, NORTH
CAROLINA

By: _____

Title: _____

Date: _____

Drawn By and Return To:

Hunton & Williams LLP (MNKR)
Post Office Box 109
Raleigh, North Carolina 27602

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

**DEED OF TRUST AND SECURITY AGREEMENT
(FUTURE ADVANCES)**

Pursuant to N.C. Gen. Stat. Section 160A-20

(COLLATERAL IS OR INCLUDES FIXTURES)

THIS DEED OF TRUST AND SECURITY AGREEMENT (the "Deed of Trust") is made and entered into as of this ____ day of March, 2008, by and between the County of Cumberland, North Carolina, a body politic and corporate created under the laws of the State of North Carolina, whose address is 117 Dick Street, Room No. 451, Fayetteville, North Carolina 28301 (hereinafter called the "Grantor"), and CB Services Corp., as Trustee (hereinafter called the "Trustee"), and RBC Centura Bank, a North Carolina banking corporation, whose address is 3201 Beechleaf Court, Suite 360, Raleigh, North Carolina 27604 (hereinafter called the "Beneficiary");

WITNESSETH:

WHEREAS, in accordance with the provisions of N.C. Gen. Stat. Section 160A-20, the Beneficiary has agreed pursuant to an Installment Financing Contract by and between the Beneficiary and the Grantor, dated of even date (hereinafter called the "Contract"), to lend to or for the benefit of the Grantor up to the principal sum of \$20,000,000;

AND WHEREAS, all principal sums to be advanced to or for the benefit of the Grantor and secured by this Deed of Trust shall be evidenced by the Contract, which Contract may contain provisions for the adjustment of the interest rate, adjustments in the payments, extension or renewal of the term, among other things, the terms of which are incorporated herein by reference and the final payment date for which if not sooner paid and if payment thereof is not extended, is March __, 2028;

AND WHEREAS, the Grantor is thereby, or shall hereafter become, indebted to the Beneficiary in an amount equal to the sum of all outstanding advances made under the Contract, as provided therein together with and payable with interest as, and at the rate or rates, specified in the Contract;

AND WHEREAS, the Grantor desires to secure the payment of the obligations under the Contract with interest and any extensions, renewals, modifications or amendments thereof, or substitutions or replacements therefore, in whole or in part, the payment of all other sums, with interest thereon, advanced in accordance with the Contract, or herewith, to protect the security of this Deed of Trust, or advanced to protect the rights of the Beneficiary hereunder or under the Contract, and to secure the performance of the covenants and agreements of the Grantor contained herein, by a conveyance of the lands and a grant of the security interests hereinafter described;

AND WHEREAS, all obligations of the Grantor hereunder are expressly made subject to the limitation of liability set forth in Section 13 of this Deed of Trust and Section 13 of the Contract;

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of One Dollar (\$1) paid to the Grantor by the Trustee, the receipt and sufficiency of which is hereby acknowledged, the Grantor has given, granted, bargained, and sold, and by these presents does give, grant, bargain, sell and convey unto the Trustee, its successors and assigns, the following described parcel of land and all improvements now or hereafter located thereon, lying and being in the County of Cumberland, State of North Carolina, and more particularly described as follows:

SEE **EXHIBIT A** ATTACHED HERETO AND BY THIS
REFERENCE INCORPORATED HEREIN

Such parcel of land together with all structures, buildings and other improvements (hereinafter called the "Improvements"), now or hereafter located thereon being hereinafter called the "Property."

TOGETHER WITH all fixtures, equipment and other articles of personal property acquired by the Grantor with funds advanced by the Beneficiary pursuant to the Contract, whether now owned or hereafter acquired, all personal property obtained in substitution or replacement therefore, and all personal property obtained in substitution or replacement for any portion thereof, and all proceeds of the foregoing (hereinafter called the "Collateral").

TO HAVE AND TO HOLD the Property and Collateral, with all the rights, privileges, and appurtenances thereunto belonging or appertaining to the Trustee, his heirs, successors and assigns, in fee simple forever, upon the trusts and for the uses and purposes hereinafter set out;

And the Grantor covenants with the Trustee that it is seized of the Property and Collateral in fee and has the right to convey the same in fee simple; that title is marketable and free and clear of all encumbrances except for the permitted encumbrances shown on **Exhibit B** and such other encumbrances as may be approved by the Beneficiary in writing as provided in the

Contract; and that it will warrant and defend the title to the Property and Collateral against the lawful claims of all persons whomsoever.

THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the Grantor shall pay all obligations under the Contract in accordance with its terms, together with interest thereon, and any renewals, extensions, modifications, amendments, substitutions or replacements thereof in whole or in part, shall pay all sums advanced under the Contract or hereunder to protect the security of this Deed of Trust or the rights of the Beneficiary, together with interest thereon, and shall comply with all the covenants, terms and conditions of the Contract, this Deed of Trust and all other documents and agreements entered into in connection therewith and herewith, then this conveyance shall be null and void and may be canceled of record at the request and at the cost of the Grantor.

This Deed of Trust secures an obligation incurred for the construction of an improvement on the real property covered hereby and as such constitutes a "construction mortgage" under Section 25-9-334 of the General Statutes of North Carolina.

Section 1. EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) The Grantor's failure to pay when due the installment payments of principal and interest as provided in the Contract or any other sum due under this Deed of Trust or the Contract;

(b) The Grantor's breach of any of the terms, conditions or covenants contained in this Deed of Trust;

(c) The actual or threatened demolition, injury or waste to the Property or Collateral which may impair its value;

(d) The appointment of a receiver for, or the filing of a petition of bankruptcy by or against, the Grantor;

(e) The Grantor's default under the terms of any instrument to which this Deed of Trust is subordinate or which is subordinate to this Deed of Trust;

(f) Default by the Grantor in keeping, performing or observing any term, covenant, agreement or condition of the Contract, upon which the advances hereby secured was predicated, or default by the Grantor under any other agreement executed concurrently with the execution and delivery of the Contract and this Deed of Trust, including, without limitation, any agreement containing provisions relating to the rights of the Grantor to receive future advances or disbursements from the Beneficiary, the repayment of which is intended to be secured by this Deed of Trust; and

(g) False statement, misrepresentation or withholding facts by the Grantor in any loan application or other instrument provided by the Grantor to Beneficiary or its agents as to any matter relied upon by Beneficiary in evaluating whether to extend financing to the Grantor; and

(h) If (1) any lien, charge or encumbrance other than the permitted encumbrances as provided in the Contract which is prior to or has priority over this Deed of Trust is found to exist, (2) proceedings are instituted or actions taken to enforce any lien, charge or encumbrance against the Property, or (3) all or any part of the Property or any interest or estate therein is sold, transferred or conveyed without the prior written consent of Beneficiary.

Section 2. REMEDIES UPON DEFAULT. Upon the occurrence of an Event of Default, the Beneficiary and Trustee shall have the following rights and remedies:

(a) The Beneficiary shall have the right, at its option, to declare all amounts payable under the Contract to be immediately due and payable, whereupon the same shall become immediately due and payable, regardless of the maturity date thereof.

(b) On the application of the Beneficiary, if the Beneficiary shall have declared the outstanding principal balance under the Contract to be immediately due and payable, the Beneficiary may foreclose the lien of this Deed of Trust pursuant to the power of sale hereby granted or by judicial proceeding. The Trustee is hereby granted a power of sale and may sell the Property or such part or parts thereof or interest therein as the Beneficiary may select after first having given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as then may be required by law and then having given such notice and advertised the time and place of such sale in such manner as then may be provided by law, and upon such sale and any resale and upon compliance with the law then relating to foreclosure proceedings, to convey title to the purchaser.

Upon such sale(s), the Trustee shall convey title to the purchaser in fee simple. The Beneficiary shall have the right to bid at any sale thereunder. The Trustee may require the successful bidder at any sale to deposit immediately with the Trustee cash or certified check in an amount not to exceed twenty-five percent (25%) of the bid, provided notice of such requirement is contained in the advertisement of the sale. The Trustee may reject the bid if the deposit is not immediately made, and thereupon the Trustee may declare the next highest bidder to be the Purchaser. Such deposit shall be refunded in case a resale is had; otherwise, it shall be applied to the purchase price. If Collateral is sold hereunder, it need not be at the place of sale. The published notice of public sale, however, shall state the time and place where the Collateral may be inspected prior to sale.

In the event a proceeding to exercise the power of sale contained herein is begun but not completed, the Grantor shall pay all expenses incurred by the Trustee and a partial commission computed as follows: one-fourth of the hereinafter-specified commission prior to the Trustee's issuance of a notice of hearing on the right to foreclose and one-half of the hereinafter-specified commission after the issuance of such notice and prior to sale. Such expenses and partial commission may be paid by the Beneficiary on behalf of the Grantor but, in any event, shall be secured by this Deed of Trust.

The foregoing shall in no way be construed to limit the powers of sale or restrict the discretion the Trustee may have under the provisions of Article 2A of Chapter 45 of the General Statutes of North Carolina, as the same may be from time to time amended, or such other laws as the Beneficiary or Trustee may be proceeding under, including the laws relating to judicial

foreclosure if such is determined to be either the necessary or appropriate process to follow in foreclosing on the lien of this Deed of Trust. Except as provided in Section 13 herein, each legal, equitable or contractual right, power or remedy of the Beneficiary or Trustee now or hereafter provided herein or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy. The exercise or beginning of the exercise of any one or more of such rights, powers and remedies shall not preclude the simultaneous or later exercise of any or all such other rights, powers and remedies and without limiting the foregoing, the Trustee may sell the Property and Collateral separately or together, as a whole or in parts or parcels, at one or more sales conducted at different times and places.

(c) The Beneficiary shall have the right to collect rents, issues, profits and revenues according to the terms of Section 7 hereof.

(d) The Grantor and the Beneficiary have contemporaneously entered into the Contract and upon the occurrence of an Event of Default thereunder, the Beneficiary shall be entitled to exercise such rights and remedies as are contained in such Contract. The Beneficiary shall have the right to the appointment of a receiver to collect the rents and profits from the Property and Collateral without consideration of the value thereof or the solvency of any person liable for the payment of the amounts then owing. The Beneficiary at its option, in lieu of an appointment of a receiver, shall have the right to do all those things the receiver could have done. If such receiver should be appointed, or if there should be a sale of the Property and Collateral by foreclosure, as provided above, the Grantor or any person in possession of the Property and Collateral, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary ejectment or other lawful remedy.

(e) The Trustee may proceed against the Collateral as provided in and in accordance with the applicable provisions of the Uniform Commercial Code as adopted by the State of North Carolina. The Beneficiary may require the Grantor to assemble the Collateral, or evidence thereof, and make them reasonably available to the Beneficiary at one or more places to be designated by the Beneficiary which are reasonably convenient to the Beneficiary. The Beneficiary may take possession of the Collateral and hold, prepare for sale, lease or other disposition and sell, lease or otherwise dispose of the Collateral at public or private sale, for cash or on credit, as a whole or in part.

(f) The exercise by the Beneficiary of any right or remedy granted to the Beneficiary or Trustee in law or equity, or by this or any other document shall not be deemed an irrevocable election of remedies thereby precluding the Beneficiary or the Trustee from exercising or pursuing any other right or remedy granted to the Trustee or the Beneficiary under this Deed of Trust, the Contract, or any other document or at law or in equity. All remedies contained herein in the Contract or in any other separate agreement executed contemporaneously with the execution of this Deed of Trust are intended to be cumulative.

Section 3. APPLICATION OF PROCEEDS. Proceeds derived from the exercise of either the power of sale or the collection of rents and profits shall be applied to pay, **first**, costs and expenses, including the Trustee's commission in the amount of five percent (5%) in the event of sale, reasonable attorney's fees for legal services actually performed, and reasonable auctioneer's fees if such expenses have been incurred and any other expenses or advances made

or incurred in the protection of the rights of the Trustee or in the pursuit of any remedy hereunder; **second**, to taxes and assessments due and unpaid, if the Trustee deems it appropriate to do so; **third**, to the payment of any indebtedness, including principal and interest under the Contract, secured by this Deed of Trust; and **fourth**, the balance, if any, to the person or persons entitled thereto.

Section 4. PAYMENT OF AMOUNTS DUE UNDER THE CONTRACT. The Grantor covenants and agrees that it will pay when due the principal and interest under the Contract.

Section 5. PAYMENT OF TAXES, ASSESSMENTS AND OTHER AMOUNTS; MAINTENANCE OF INSURANCE.

(a) The Grantor shall pay, when due, all charges for utility services used in connection with the Property and Collateral. The Grantor shall pay, when due, any and all taxes levied by any governmental body as a result of the Grantor's ownership, possession, or use of the Property and Collateral.

(b) The Grantor shall obtain and maintain, at its expense, at all times a policy of insurance covering the Improvements on the Property and the Collateral and providing the insurance protection described Section 7.1 of the Contract. All such insurance shall be maintained with an insurance company or companies licensed to do business in North Carolina and shall contain a standard mortgagee clause designating the Beneficiary as additional insured as its interest may appear. The Grantor shall deliver to the Beneficiary the policies of insurance or duplicates thereof or other evidence satisfactory to the Beneficiary of such insurance coverage. Each insurer shall agree by endorsement upon the policy or policies issued by it that (i) it will give thirty (30) days prior written notice to the Beneficiary of the cancellation or material modification of such policy; and (ii) the coverage of the Beneficiary shall not be terminated, reduced or affected in any manner regardless of any breach or violation by the Grantor of any warranties, declarations and conditions of such insurance. The Grantor agrees to cooperate fully in all accident insurance investigations, claims and litigation proceedings. The Grantor shall cooperate fully with the Beneficiary in filing any proof of loss with respect to any insurance policy described above. In no event shall the Grantor voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Property or the Collateral without the written consent of the Beneficiary.

Section 6. MAINTENANCE OF THE PROPERTY. The Grantor shall use the Property and the Collateral in a careful and proper manner, in compliance with all applicable laws and regulations, and shall take no action to adversely affect the Property or the Collateral, and shall take all reasonable action to preserve the Property and the Collateral in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, including, without limitation, at its sole cost and expense, to repair and maintain the Property and the Collateral, and to replace any part of the Property and the Collateral as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use. Any and all additions to or replacements of the Property and the Collateral and all parts thereof shall constitute Improvements and shall be subject to all the terms and conditions of this Contract.

Section 7. ASSIGNMENT OF RENTS, LEASES AND PROFITS.

(a) As further security for the payment of the obligations under the Contract and for the faithful performance of all the covenants, agreements, terms and provisions of this Deed of Trust, the Grantor hereby sells, transfers and assigns unto the Beneficiary all the Grantor's right, title and interest in and to the rents, issues, profits, revenues, royalties, rights and benefits from the Property. To that end, the Grantor hereby assigns and sets over unto the Beneficiary all leases of all or part of the Property now made, executed or delivered, whether written or verbal, or to be hereafter made, whether written or verbal (hereinafter referred to individually and collectively as "Tenants' Leases"); **PROVIDED THAT NOTHING CONTAINED IN THIS SECTION 8, OR ELSEWHERE IN THIS DEED OF TRUST, SHALL CONSTITUTE CONSENT BY BENEFICIARY TO ANY SUCH TENANTS' LEASES UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THE CONTRACT.** The Grantor hereby authorizes and empowers the Beneficiary to collect these rents, issues, profits, revenues, royalties, rights and benefits as they shall become due and hereby directs each and all of the tenants of the Property to pay such rents, as may now be due or shall hereafter become due, to the Beneficiary, upon demand for payment thereof by the Beneficiary. No such demand shall be made unless and until there has been an Event of Default under the Contract or this Deed of Trust. Until such demand is made, the Grantor is authorized by the Beneficiary to collect or continue collecting such rents, issues, profits, revenues, royalties, rights and benefits; provided, however, the Grantor shall not collect any rents more than two months in advance without the prior written consent of the Beneficiary.

(b) The Grantor covenants and agrees: (i) that it will promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements imposed upon or assumed by it as landlord (or similar designation) under the Tenants' Leases, and (ii) that it will not do, permit anything to be done, or omit or refrain from doing anything, the doing or omission of which will give any tenant a right to terminate any of the Tenants' Leases.

(c) If the Grantor shall, in any manner, fail in any of the above covenants and agreements, the Beneficiary may (but shall not be obligated to) take any action the Beneficiary deems necessary or desirable to prevent or cure any default by the Grantor in the performance of or compliance with any of the Grantor's covenants or obligations under any of the Tenants' Leases. The Beneficiary shall have the right to enter upon the Property to such extent and as often as the Beneficiary, in its sole discretion, deems necessary or desirable in order to prevent or cure any such default by the Grantor. The Beneficiary may expend such sums of money as the Beneficiary, in its sole discretion, deems necessary for any such purpose. The Grantor hereby agrees to pay to the Beneficiary, immediately upon demand, all sums so expended by the Beneficiary, together with interest thereon from the date of each such payment at the rate provided for in the Contract. All sums so expended by the Beneficiary, and the interest thereon, shall be secured by this Deed of Trust. The Grantor will give the Beneficiary immediate notice by certified mail of any notice of default or notice of cancellation received from any tenant.

Section 8. DAMAGE, DESTRUCTION OR CONDEMNATION. Pursuant to Section 7.2 of the Contract, in the event of any damage or destruction to the Improvements on the Property and the Collateral, the Grantor shall have the option to repair and restore the Improvements on the Property and the Collateral, or to prepay the unpaid balance of principal

and interest due under the Contract. Pursuant to Section 7.3 of the Contract, in the event of a loss of title, condemnation or taking of all or any part of the Property, the Grantor shall have the option to restore the Property or to prepay the unpaid balance of principal and interest due under the Contract.

Section 9. SECURITY AGREEMENT.

(a) This Deed of Trust shall constitute a security agreement with respect to all Collateral of the Grantor. The Grantor hereby grants to the Beneficiary a security interest in the Collateral including, without limitation, all boilers, all heating, air conditioning and ventilating components and systems, all lighting, electrical power, plumbing, sprinkler and water components and systems, all carpets, wall coverings, screens and drapes, all mechanical and hydraulic components and systems and all appliances located on and used in connection with the operation or maintenance of the Improvements to the extent any of the foregoing constitutes personal property. The security interest in, and lien upon the Collateral shall be in addition to, and not in lieu of, any lien upon or security interest in the Collateral acquired under real property law.

(b) With respect to those items of the Collateral which are or are to become fixtures related to the Property, **this Deed of Trust shall constitute a financing statement filed as a fixture filing.** The lien upon fixtures granted herein and perfected hereby shall be in addition to, and not in lieu of, any lien upon fixtures acquired under real property law.

Section 10. ENVIRONMENTAL COVENANTS.

(a) To the best of the Grantor's knowledge, the Property is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials and that no Hazardous Materials have ever been installed on such Property except as otherwise disclosed to the Beneficiary as required by the Contract. The Grantor covenants that such Property shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal construction, maintenance and operation of the Project and in compliance with all Environmental Laws. The Grantor shall not cause or permit as a result of any intentional or unintentional act or omission on the part of the Grantor or any lessee, tenant, subtenant, licensee, guest, invitee, employee, agent or contractor, the installation of Hazardous Materials in the Project or a release of Hazardous Materials onto the Property or suffer the presence of Hazardous Materials on the Property, except in connection with the normal construction, maintenance and operation of the Project and in compliance with all Environmental Laws. The Grantor shall comply with and ensure compliance by all sublessees, tenants, subtenants, licensees, guests, invitees, employees, agents and contractors with all applicable federal, state and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. The Grantor has not received any notice from any governmental agency, entity or any other person who receives any notices from any governmental agency, entity or any other person with regard to Hazardous Materials on, from or affecting the Property. In the event the Grantor does receive any such notices, the Grantor shall immediately notify the Beneficiary. The Grantor, at no expense to the

Beneficiary, shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to comply with all applicable Environmental Laws.

(b) Notwithstanding the description of Collateral contained in this Deed of Trust, all Hazardous Materials (as defined in this Section) are specifically excluded from Collateral subject to this Deed of Trust. In addition, any and all underground storage tanks and piping located on the Property described above are specifically [check one]:

_____ included as part of the Property. x excluded as part of the Property.

Section 11. NOTICES. All notices, certificates and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows: if to the Beneficiary, RBC Centura Bank, Attention: James M. Hansen, 3201 Beechleaf Court, Suite 360, Raleigh, North Carolina 27604, if to the Trustee, CB Services Corp., RBC Centura Bank, Attention: James M. Hansen, 3201 Beechleaf Court, Suite 360, Raleigh, North Carolina 27604, if to the Grantor, County of Cumberland, North Carolina, 117 Dick Street, Room No. 451, Fayetteville, North Carolina 28301, Attention: County Manager. The Grantor, the Trustee and the Beneficiary may, by written notice given hereunder, designate a different address where communications should be sent.

Section 12. MISCELLANEOUS.

(a) No delay or forbearance by the Beneficiary in exercising any or all of its rights hereunder or rights otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein or in the event of any subsequent default hereunder. In the event that the Beneficiary or the Trustee voluntarily or otherwise shall become a party to any suit or legal proceeding to protect the Property or to protect the title of the Trustee created by this Deed of Trust, the Trustee and the Beneficiary shall be saved harmless and shall be reimbursed by the Grantor for any amounts paid, including all reasonable costs, charges and attorney's fees incurred in any such suit or proceeding to the full extent permitted by law. These amounts together with interest on the amounts at the rate set forth in the Contract shall be secured by this Deed of Trust and their payment enforced as if they were a part of the original debt.

(b) It is specifically agreed that the parties hereto shall in no event be deemed to have contracted for a greater rate of interest than the maximum rate permitted by law. Should a greater amount be collected, it shall be construed as a mutual mistake of the parties and the excess shall be returned to the party making such a payment.

(c) The Beneficiary shall at any time have the irrevocable right to remove the Trustee herein named without notice or cause and to appoint his successor by an instrument in writing, duly acknowledged, in such form as to entitle such written instrument to be recorded in North Carolina. In the event of the death or resignation of the Trustee herein named, the Beneficiary shall have the right to appoint his successor by such written instrument. Any Trustee so appointed shall be vested with the title to the Property and shall possess all the powers, duties

and obligations herein conferred on the Trustee in the same manner and to the same extent as though such person were named herein as Trustee.

(d) All the terms and conditions of the Contract pursuant to which the obligations secured hereby are incurred, are incorporated by this reference and made a part hereof. To the extent of any conflict between this Deed of Trust and the Contract, the Contract shall take priority.

(e) The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to, the respective successors and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular. If two or more parties have joined as Grantor, each of the parties shall be jointly and severally obligated to perform the conditions and covenants herein contained. Notwithstanding the foregoing, any Grantor who executes this Deed of Trust but who does not execute the Contract hereby secured has executed the Deed of Trust only to subject whatever interest such Grantor has or may hereafter have in the Property, Improvements and Collateral to the lien and security interest created by this Deed of Trust. The term "Beneficiary" shall include any payee of the indebtedness hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise.

Section 13. LIMITED OBLIGATION OF THE GRANTOR.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, PURSUANT TO SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, NO DEFICIENCY JUDGMENT SHALL BE RENDERED AGAINST THE GRANTOR IN ANY ACTION FOR BREACH BY THE GRANTOR OF ITS OBLIGATIONS UNDER THE CONTRACT; THE REMEDIES PROVIDED UNDER THIS DEED OF TRUST, INCLUDING FORECLOSURE UNDER THIS DEED OF TRUST, BEING THE SOLE REMEDY GRANTED HEREBY. THE TAXING POWER OF THE GRANTOR IS NOT AND MAY NOT BE PLEDGED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO SECURE THE PAYMENT OF ANY MONEYS DUE UNDER THE CONTRACT, INCLUDING THE INSTALLMENT PAYMENTS OR ADDITIONAL PAYMENTS UNDER THE CONTRACT, OR ANY OTHER INSTRUMENT CONTEMPLATED HEREBY OR THEREBY. No provision of this Deed of Trust shall be construed or interpreted as creating a pledge of the faith and credit of Grantor within the meaning of any Constitutional debt limitation. No provision of this Deed of Trust shall be construed or interpreted as creating a pledge of the faith and credit of Grantor within the meaning of the Constitution of the State of North Carolina. This Deed of Trust shall not directly or indirectly or contingently obligate Grantor to make any payments beyond the amount appropriated, if any, in the sole discretion of the Grantor for any fiscal year in which this Deed of Trust shall be in effect. Grantor may at the end of any fiscal year terminate its future payment obligations under the Contract secured by this Deed of Trust if Grantor has not appropriated sufficient funds to make the next fiscal year's scheduled payment obligations; however, during each fiscal year, Grantor shall exercise its best efforts to appropriate funds for such obligations due in the next fiscal year. **No deficiency judgment may be rendered against Grantor in any action for breach of a contractual obligation under the Contract or this Deed of Trust and the taxing power of the Grantor is not and may not be pledged directly or indirectly to secure any moneys due thereunder or hereunder.** No

provision of this Deed of Trust shall be construed to pledge or to create a lien on any class or source of Grantor's moneys other than moneys in the Escrow Fund created pursuant to the Escrow Agreement referenced in the Contract. In addition, any term of this Deed of Trust which is, or may have the effect of being, a "non-substitution clause" is void and of no effect. To the extent of any conflict between this Section and any other provision of this Deed of Trust, this Section shall take priority. Notwithstanding the foregoing, nothing in this Section is intended to impair or prohibit foreclosure under this Deed of Trust if the Installment Payments (as defined under the Contract) are not paid when due or otherwise upon the occurrence of any Event of Default, and in such event, Beneficiary may request the Trustee to foreclose on the Property and Collateral as provided in this Deed of Trust.

Section 14. FUTURE ADVANCES. The obligations under the Contract secured by this Deed of Trust include present and future obligations of Grantor to Beneficiary, and this Deed of Trust is executed to secure all such obligations. The period in which future obligations may be incurred and secured by this Deed of Trust is the period between the date hereof and that date which is twenty (20) years from the date hereof. The amount of present obligations secured by this Deed of Trust is Twenty Million and No/Dollars (\$20,000,000), and the maximum principal amount, including present and future obligations, which may be secured by this Deed of Trust at any one time is Twenty Million and No/Dollars (\$20,000,000). Any additional amounts advanced by Beneficiary pursuant to the provisions of this Deed of Trust shall be deemed necessary expenditures for the protection of the security. Each future advance need not be evidenced by a written instrument or notation signed by Grantor stipulating that such advance is secured by this Deed of Trust. All future obligations shall be considered to be made pursuant to the requirements of North Carolina General Statutes Section 45-67, et seq., or any amendments thereto.

IN WITNESS WHEREOF, this Deed of Trust is duly executed, sealed and delivered by the Grantor as of the day and year first above written.

COUNTY OF CUMBERLAND, NORTH
CAROLINA

ATTEST:

By: _____
Name: Marsha Fogle
Title: Clerk to the Board

By: _____
Name: J. Breeden Blackwell
Title: Chairman, Board of Commissioners

(SEAL)

STATE OF NORTH CAROLINA)
)
COUNTY OF CUMBERLAND)

I certify that J. Breeden Blackwell, Chairman, and Marsha Fogle, Clerk to the Board, personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document in the capacity indicated thereon.

Date: March __, 2008

Notary Public

Print Name: _____

My Commission Expires: _____

[Official Seal]

ESCROW DEPOSIT AGREEMENT

This ESCROW DEPOSIT AGREEMENT (the "Escrow Agreement"), dated March ___, 2008 by and among the County of Cumberland, North Carolina, a body politic and corporate duly created and existing under the laws of the State of North Carolina (the "County"), RBC Centura Bank, a North Carolina banking corporation, as lender (the "Bank"), and RBC Centura Bank, a North Carolina banking corporation, as escrow agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, the County is authorized by N.C.G.S. Section 160A-20 to finance the construction of improvements to real property as is needed to carry out its governmental and proprietary functions by entering into installment contracts; and

WHEREAS, the Bank is willing to provide financing for the Project (hereinafter defined); and

WHEREAS, the County and the Bank have entered into an Installment Financing Contract (2008) dated March ___, 2008 (the "Contract") to provide financing for the construction of Grays Creek Middle School, as more fully described in the Contract (the "Project"); and

WHEREAS, the Bank will deposit to an escrow fund established and maintained by the Escrow Agent (the "Escrow Fund") in advance of the construction of the Project the sum of \$20,000,000 to be available, together with the earnings from the investment thereof, in periodic draws for the payment of the costs of the construction of the Project; and

WHEREAS, the Bank and the County now desire to provide for the safekeeping and investment of such monies advanced by the Bank and for the procedures in disbursing such monies;

NOW THEREFORE, in consideration of the premises set forth above and the mutual covenants set forth below, the parties hereto agree as follows:

1. The Bank, the County, and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under this Escrow Agreement in accordance with the terms and conditions set forth in the Escrow Agreement. The Escrow Agent shall not be deemed to be party to any Contract, and this Escrow Agreement shall be deemed to constitute the entire Escrow Agreement among the Bank, the County, and the Escrow Agent.

2. Upon the execution of the Contract, the Bank shall deposit with the Escrow Agent the sum of \$20,000,000 which, together with the earnings from the investment thereof, shall be maintained separate and apart from other funds of the Bank, and shall be held and disbursed in accordance with this Escrow Agreement.

3. Prior to any disbursement from the Escrow Fund, the County shall furnish the Escrow Agent and the Bank with evidence satisfactory to the Bank of appropriation by the County of funds sufficient to pay the payments coming due under the Contract on or before June

30 of the then current budget year of the County. After the receipt of such evidence, the Escrow Agent shall disburse funds from the Escrow Fund as directed by the County, or to the County to the extent the County has spent its funds for the construction of the Project, upon receipt of a written request from the County in the form attached hereto as Schedule A. The County also agrees to submit to the Bank the written request in the form of Schedule A, together with such other documents and certificates as the Bank may reasonably request in connection therewith. The Escrow Agent has no duty to ascertain the correctness or completeness of any document submitted in connection with any direction to disburse funds. The Escrow Agent shall make disbursement of monies in the Escrow Fund upon receipt of (i) the written request of the County substantially in the form attached hereto as Schedule A and (ii) written approval of such request by the Bank.

4. The Project has been designated and identified by the County, and the Escrow Fund constitutes the source of payment for the Project as of the date of this Escrow Agreement. In the event that funds remain in the Escrow Fund after completion of the Project, such monies in the Escrow Fund will be paid to the Bank (i) to be applied toward the payoff of the principal balance of the obligations owed under the Contract, or (ii) to finance the cost of such other capital improvements as may be agreed upon in writing by the County and the Bank. Notwithstanding any other term or condition hereof, unless the Bank directs the Escrow Agent in writing to continue to hold and disburse moneys in the Escrow Fund in accordance with this Agreement, all monies in the Escrow Fund held by the Escrow Agent at the end of three (3) years from the date of the Contract shall be distributed to the Bank to be applied as a prepayment under the Contract.

5. Upon written notification to the Escrow Agent by the Bank that an Event of Default has occurred under the Contract, the Escrow Agent shall forthwith disburse all monies on deposit in the Escrow Fund to the Bank on behalf of the County. It is the intention of the parties that, to the extent permitted by law, the County shall indemnify and hold the Bank harmless for all costs incurred in connection with the Contract and this Escrow Agreement. The Escrow Agent shall have no duty to enforce the provisions of this paragraph.

6. Upon written notification to the Escrow Agent by the County or by the Bank confirmed by the County that the County has failed to appropriate funds pursuant to paragraph 3 of the Contract, the Escrow Agent shall forthwith disburse all monies on deposit in the Escrow Fund to the Bank on behalf of the County to be applied to the payment of principal under the Contract.

7. To the extent permitted by the law, any monies held as part of the Escrow Fund shall be promptly invested and reinvested by the Escrow Agent upon the written direction of the County in any of the following investments: (i) RBC Centura Escrow Account or (ii) any other investment permitted under N.C.G.S. §159-30 which is approved by the Bank. No investment shall be made in a security maturing later than the date on which the County shall notify the Escrow Agent as to the dates on which funds are needed for disbursement and the estimated amount of each such disbursement and the estimated amount of each such disbursement and the Escrow Agent may rely upon this information in connection with all investments or reinvestments of funds. The Escrow Agent has no duty to make investment recommendations..

8. This Escrow Agreement may be modified or amended only with the written consent of County, Bank and Escrow Agent.

9. The County agrees to pay the Escrow Agent's fees in connection with its duties and obligations under this Escrow Agreement in accordance with the Installment Financing Contract Proposal from the Bank to the County. In the event of litigation or dispute, the Escrow Agent is entitled to recover from the County all attorney's fees, court costs, and all other reasonable costs in connection with the discharge of the obligations of the Escrow Agent under this Escrow Agreement.

10. In the event of the Escrow Agent's failure to account for any of the funds received by it, said funds shall be and remain the property of the County in trust for the purposes set forth in this Escrow Agreement, and if for any reason such funds cannot be identified, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof and the County shall be entitled to a preferred claim upon such assets until such identification is made.

11. This Escrow Agreement shall terminate when all transfers required to be made with respect to the Escrow Fund by the Escrow Agent under the provisions hereof and all payments due to the Escrow Agent hereunder shall be made.

12. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Bank, the County, or the Escrow Agent to be performed shall be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

13. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

14. This Escrow Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

15. Any and all notices, requests, demands and other communications given under or in connection with this Escrow Agreement shall be effective only if in writing and either personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the address of the recipient as set forth below:

County:	County of Cumberland
	117 Dick Street, Room No. 451
	Fayetteville, North Carolina 28301
	Attention: County Manager

Bank: RBC Centura Bank
3201 Beechleaf Court, Suite 700
Raleigh, North Carolina 27604
Attention: James M. Hansen

Escrow Agent: RBC Centura Bank
3201 Beechleaf Court, Suite 700
Raleigh, North Carolina 27604
Attention: James M. Hansen

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date and year first written above.

BANK:

RBC CENTURA BANK

By: _____
James M. Hansen, Bank Officer

COUNTY:

COUNTY OF CUMBERLAND, NORTH
CAROLINA

(SEAL)

Attest: _____
Marsha Fogle, Clerk

By: _____
J. Breeden Blackwell, Chairman
Board of Commissioners

ESCROW AGENT:

RBC CENTURA BANK

By: _____
James M .Hansen, Bank Officer

SCHEDULE A

REQUEST FOR DISBURSEMENT OF ESCROW FUNDS

Date: _____

1. The amount of the requested disbursement: _____
2. The address to which such funds are to be forwarded: _____

3. A brief description of the purpose of the payment: _____

4. The undersigned certifies as follows:
 - (1) Payment of the disbursement for the purpose requested will not cause the undersigned to be in violation of any of its representations, warranties or covenants under the Installment Financing Contract (2008) dated March ____, 2008 (the "Contract") including, but not limited to its covenants in Section 5.11 of the Contract.
 - (2) The amounts requested to be disbursed were properly incurred in connection with the construction of the Project and were not subject of any previous request for disbursement.
5. Attached hereto are the following: Bills, receipts, invoices, or other documents evidencing the amounts and purposes for which the disbursement is requested.

COUNTY OF CUMBERLAND, NORTH CAROLINA

By: _____
Amy Cannon, Finance Officer

LEASE

by and between

CUMBERLAND COUNTY, NORTH CAROLINA

AS LESSOR

And

THE CUMBERLAND COUNTY BOARD OF EDUCATION

AS LESSEE

Dated as of _____, __, 2008

After recording, please return to:

Grainger R. Barrett, Esq.
County Attorney
P.O. Box 1829
Fayetteville, North Carolina 28302

This document was prepared by:

Grainger R. Barrett, Esq.

LEASE

THIS LEASE, dated as of _____, 2008 and entered into by and between the County of Cumberland, North Carolina, a political subdivision of the State of North Carolina, as lessor (the "County"), and the Cumberland County Board of Education, a body politic of said State ("Board of Education"),

W I T N E S S E T H:

WHEREAS, the County and the BOARD OF EDUCATION desire to cooperate in a plan to finance the cost of a proposed Gray's Creek Middle School which each has found to be necessary and desirable to provide for improved school facilities and improved public education in the County (the "Project"); and

WHEREAS, such Project consists of construction of a middle school and related facilities and improvements on a tract of land previously conveyed from the Board of Education to the County by a General Warranty Deed, made the ___ day of _____, 2008, conveying the Leased Property as more particularly described in Exhibit A hereto to the County (such real property identified herein being referred to herein as the "Leased Property"); and

WHEREAS, as a part of such financing plan, the County has entered into an Installment Financing Agreement, dated as of _____, 2008, between the County and RBC Centura Bank providing for the financing of the cost of the Project (the "Installment Financing Agreement"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, as a part of such plan, the County proposes to lease the Property (collectively the "Leased Property") to the BOARD OF EDUCATION and the BOARD OF EDUCATION has determined to lease the Leased Property from the County as provided in this Lease;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; RULE OF CONSTRUCTION

All capitalized terms used in this Lease and not otherwise defined herein shall have the meanings assigned to them in the Installment Financing Agreement, unless the context clearly

requires otherwise. In addition, the following terms will have the meanings specified below, unless the context clearly requires otherwise:

"The BOARD OF EDUCATION Representative" means Tim Kinlaw, Associate Superintendent, or any other person from time to time designated, by a written certificate furnished to the County and signed on the BOARD OF EDUCATION's behalf by its Chairman, to act on the BOARD OF EDUCATION's behalf for the purpose of performing any act under this Lease.

"Closing Date" means the date on which the Installment Financing Agreement takes effect.

"County Representative" means James Martin, County Manager, or any other person from time to time designated, by a written certificate furnished to THE BOARD OF EDUCATION and signed on the County's behalf by the Chairman of its Board of Commissioners, to act on the County's behalf for the purpose of performing any act under this Lease.

"Event of Default" means one or more events of default as defined in Section 12.1.

"Lease" means this Lease, as it may be duly amended.

"Lease Term" means the term of this Lease as determined pursuant to Article IV.

"Lease Year" means, initially, from the Closing Date through December 31, 2008, and, thereafter, means the twelve-month period of each year commencing on January 1 and ending on the next December 31.

"Leased Property" means all or any portion of the Property, as the context may require, and the improvements thereon, collectively.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

The County and the BOARD OF EDUCATION each represent, covenant and warrant for the other's benefit as follows:

(1) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, results or will result in a breach of the terms, conditions and provisions of any agreement or instrument to which either is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(2) To the knowledge of each party, there is no litigation or proceeding pending or threatened against such party (or against any other person) affecting the rights of such party to execute or deliver this Lease or to comply with its obligations under this Lease. Neither the execution and delivery of this Lease by such party, nor compliance by such party with its obligations under this Lease, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

ARTICLE III

DEMISING CLAUSE

The County hereby leases the Leased Property to the BOARD OF EDUCATION and the BOARD OF EDUCATION hereby leases the Leased Property from the County, in accordance with the provisions of this Lease, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

4.1 Commencement. The Lease Term shall commence on the Closing Date.

4.2 Termination. The Lease Term shall terminate upon the earlier of the following date or event:

(a) March __, 2028; or

(b) when the Installment Financing Agreement has been satisfied and paid in full; or

(c) an Event of Default and termination by the County pursuant to Article XII.

The County will convey the Property back to the BOARD OF EDUCATION by Special Warranty Deed when the term of this Lease expires or the Installment Financing Agreement has been satisfied and paid in full. Termination of the Lease Term shall terminate the County's obligations under this Lease and the BOARD OF EDUCATION's rights of possession under this Lease.

ARTICLE V

QUIET ENJOYMENT; PURCHASE OPTION

5.1 Quiet Enjoyment. The County hereby covenants that the BOARD OF EDUCATION shall, during the Lease Term, peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County shall not interfere with the quiet use and enjoyment of the Leased Property during the Lease Term. The County shall, at the BOARD OF EDUCATION's request and the County's cost, join and cooperate fully in any legal action in which the BOARD OF EDUCATION asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the BOARD OF EDUCATION may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property, and shall be joined (to the extent legally possible, and at the BOARD OF EDUCATION's expense) in any action affecting its liabilities hereunder.

The provisions of this Article shall be subject to rights to inspect the Leased Property granted to parties under the Installment Financing Agreement and to the right hereby reserved to the County to inspect the Leased Property at any reasonable time.

5.2 Purchase Option. The County shall re-convey the Leased Property back to the BOARD OF EDUCATION within forty-five (45) days of the end of the Lease Term pursuant to Section 4.2(a) or (b) hereof. The County shall execute and deliver to the BOARD OF EDUCATION a Special Warranty Deed with a covenant against grantor's acts together with such other documents as are necessary to convey to the BOARD OF EDUCATION good and marketable title to the Leased Property, subject only to (a) Permitted Encumbrances and (b) any encumbrance or imperfection caused by or attributable to the BOARD OF EDUCATION.

ARTICLE VI

CONSIDERATION FOR LEASE

6.1 Use of Leased Property; Assumption of Obligations. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the BOARD OF EDUCATION hereby agrees to use the Leased Property as a middle school and for related public education purposes in fulfillment of its obligation, shared by the County, to provide for improved public education in the County. In addition, in consideration of its rights under this Lease, the BOARD OF EDUCATION undertakes the obligations imposed on it hereunder, including those imposed by Section 8.1.

6.2 Payments. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its right to re-conveyance of the Leased Property, the BOARD OF EDUCATION hereby agrees to pay to the County rent in the amount of \$100 payable in advance on the Closing Date (receipt of which is hereby acknowledged). In further consideration for its acquisition of rights to use the Leased Property, the BOARD OF EDUCATION acknowledges and agrees that the County may and shall apply appropriations for capital purposes which the County otherwise would have made to and for the benefit of the Board of Education during the term hereof to repayment of amounts due under the Installment Financing Agreement.

ARTICLE VII

ACQUISITION OF THE PROPERTY AND CERTAIN RELATED COVENANTS

7.1 Acquisition of the Property Pursuant To Installment Financing Agreement. The Board of Education has previously conveyed the Property to the County as provided more specifically in an Interlocal Agreement dated effective as of October 15, 2007 between the County and the Board of Education. The BOARD OF EDUCATION represents that it has reviewed all provisions concerning the Leased Property in the Installment Financing Agreement and hereby approves such provisions. The BOARD OF EDUCATION shall take possession of the Leased Property upon execution of this Lease with respect thereto.

Title to the Leased Property shall be held by the County, subject only to Permitted Encumbrances.

7.2 Maintenance, Repair, Taxes and Assessments.

(a) Maintenance; Repair. The BOARD OF EDUCATION shall use, or cause to be used, the Leased Property in a careful and proper manner, in compliance with all applicable laws and regulations, and, at its sole expense, shall service, repair, maintain and insure, or cause to be serviced, repaired, maintained and insured, the Leased Property so as to keep the Leased Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted.

(b) Utility Charges, Taxes and Assessments. The BOARD OF EDUCATION shall also pay, or cause to be paid, all taxes and assessments, including, but not limited to, utility charges, of any type or nature levied, assessed or charged against any portion of the Leased Property, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, THE BOARD OF EDUCATION shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) Contests. The BOARD OF EDUCATION may, at its sole expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the County with the opinion of an Independent Counsel, to the effect that, by nonpayment of any such items, the interest of the County in the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. The County will cooperate fully in such contest upon the request and at the expense of THE BOARD OF EDUCATION.

7.3 Modification of Leased Property, Liens.

(a) Additions, Modifications and Improvements. The BOARD OF EDUCATION shall, at its own expense, have the right to make, or cause to be made, additions, modifications and improvements to any portion of the Leased Property if such additions, modifications or improvements are necessary or beneficial for its use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in

any way which would cause the interest components of the Installment Payments to be includable in gross income for purposes of federal income taxation under Section 103 of the Internal Revenue Code of 1986, as amended.

(b) Liens. The BOARD OF EDUCATION will not permit any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the BOARD OF EDUCATION pursuant to this Section; provided that, if any such lien is filed or established and the BOARD OF EDUCATION shall first notify, or cause to be notified, the County of the BOARD OF EDUCATION's intention to do so, the BOARD OF EDUCATION may in good faith contest any lien filed or established against the Leased Property and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the County with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the County. The County will cooperate fully in any such contest upon the request and at the expense of the BOARD OF EDUCATION.

Except as provided in this Article and except as the County may consent thereto, which consent shall not be unreasonably withheld, the BOARD OF EDUCATION shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than the respective rights of the BOARD OF EDUCATION and the County as herein provided. Except as provided in this Article, the BOARD OF EDUCATION shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which it is responsible, if the same shall arise at any time; provided that the BOARD OF EDUCATION may contest such liens, charges, encumbrances, or claims if it desires to do so. The BOARD OF EDUCATION shall reimburse the County for any expense incurred by the County in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

ARTICLE VIII

BOARD OF EDUCATION'S ASSUMPTION OF COUNTY'S OBLIGATIONS

8.1 Assumption of Obligations. The BOARD OF EDUCATION hereby assumes all the County's obligations under the Installment Financing Agreement regarding the maintenance of general liability insurance with respect to or condemnation of the Leased Property,

including, specifically, without limiting the generality of the foregoing, Section 7, Insurance and Unforeseen Losses, thereof. The parties expressly acknowledge and understand, however, that the BOARD OF EDUCATION shall not assume the County's obligation under the Installment Financing Agreement to pay the Installment Payments and that the BOARD OF EDUCATION shall not indemnify the County or any other party to the Installment Financing Agreement for third-party claims asserted against any party to the Installment Financing Agreement relating to the payment of the Installment Payments.

8.2 Transfer of Rights. In order to allow the BOARD OF EDUCATION to carry out the County's obligations under the Installment Financing Agreement to be assumed by the BOARD OF EDUCATION, the County hereby transfers its rights under the Installment Financing Agreement regarding such obligations to the BOARD OF EDUCATION. Nothing in this Section, however, shall be construed as in any way delegating to the BOARD OF EDUCATION any of the County's rights or responsibilities to make decisions regarding THE BOARD OF EDUCATION' capital and operating budgets or otherwise covenanting that funds for such purposes will be appropriated or available.

8.3 THE BOARD OF EDUCATION's General Covenant. The BOARD OF EDUCATION further undertakes not to take or omit to take any action the taking or omission of which would cause the County to be in default in any manner under the Installment Financing Agreement. In particular, the BOARD OF EDUCATION covenants not to make any use of the Leased Property that would cause the County's obligations to make Installment Payments under the Installment Financing Agreement to be "private activity bonds" within the meaning of the Internal Revenue Code of 1986, as amended. If the BOARD OF EDUCATION shall take or omit to take any such action, then the BOARD OF EDUCATION shall proceed with all due diligence to take such action as may be necessary to cure such default.

8.4 County's Cooperation. The County shall cooperate fully with the BOARD OF EDUCATION in filing any proof of loss or taking any other action under this Lease. In no event shall the County or the BOARD OF EDUCATION voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Leased Property without the other's written consent.

8.5 Advances; Performance of Obligations. If the BOARD OF EDUCATION shall fail to pay any amount required to be paid by it under this Lease, or fails to take any other action required of it under this Lease, then the County may (but shall be under no obligation to) pay such amount or perform such other obligation. The BOARD OF EDUCATION agrees to reimburse the County for any such payment

or for its costs incurred in connection with performing such other obligation.

ARTICLE IX

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

9.1 Disclaimer of Warranties. THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR A PARTICULAR USE OF THE LEASED PROPERTY OR ANY PART THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PART THEREOF. In no event shall the County be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by anyone of any item, product or service provided for herein.

9.2 Further Assurances; Corrective Instruments. The BOARD OF EDUCATION and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

9.3 THE BOARD OF EDUCATION and County Representatives. Whenever under the provisions hereof the approval of the BOARD OF EDUCATION or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the BOARD OF EDUCATION by THE BOARD OF EDUCATION Representative and for the County by the County Representative, and the Board of Education and the County shall be authorized to act on any such approval or request of such representative of the other.

9.4 Compliance with Requirements. During the Lease Term, the BOARD OF EDUCATION and the County shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies' written policies covering the Leased Property or any portion thereof.

ARTICLE X

TITLE TO LEASED PROPERTY;
LIMITATIONS ON ENCUMBRANCES

10.1 Title to Leased Property. Except for personal property purchased by the BOARD OF EDUCATION at its own expense, title to the Leased Property and any and all additions and modifications to or replacements of any portion of the Leased Property shall be held in the County's name, subject only to Permitted Encumbrances, until conveyed as provided in this Lease, notwithstanding (a) the occurrence of one or more events of default as defined in Section 9.1 of the Installment Financing Agreement; (b) the occurrence of any event of damage, destruction, condemnation or construction or title defect; or (c) the violation by the County of any provision of this Lease.

The BOARD OF EDUCATION shall have no right, title or interest in the Leased Property or any additions and modifications to or replacements of any portion of the Leased Property, except as expressly set forth in this Lease.

ARTICLE XI

SUBLEASING AND INDEMNIFICATION

11.1 Board of Education's Not To Sublease. The BOARD OF EDUCATION may not assign or sublease the Leased Property, in whole or in part.

11.2 Indemnification. Except as provided in Section 8.1 hereof, to the extent permitted and only if allowed by law, the BOARD OF EDUCATION shall and hereby agrees to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the operation or management of the Leased Property by THE BOARD OF EDUCATION during the Lease Term, including any claims arising from: (a) any condition of the Leased Property, (b) any act of negligence of the BOARD OF EDUCATION or of any of its agents, contractors or employees or any violation of law by the BOARD OF EDUCATION or breach of any covenant or warranty by the BOARD OF EDUCATION hereunder; or (c) the incurrence of any cost or expense in connection with the BOARD OF EDUCATION' use or lease of the Property other than as a result of the gross negligence of the County or its agents. The BOARD OF EDUCATION shall be notified promptly by the County of any action or proceeding brought in connection with any claims arising out of circumstances described in (a), (b) or (c) above.

ARTICLE XII

EVENTS OF DEFAULT

12.1 Events of Default. Each of the following shall be an "Event of Default" under this Lease and the term "Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

(a) The BOARD OF EDUCATION's failure to make any payments hereunder when due.

(b) The BOARD OF EDUCATION's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the BOARD OF EDUCATION by the County, unless the County shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, the County shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by THE BOARD OF EDUCATION within the applicable period and diligently pursued until such failure is corrected and, further, that if by reason of any event or occurrence constituting force majeure the BOARD OF EDUCATION is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations contained in Section 6.2 or 8.1 hereof), the BOARD OF EDUCATION shall not be deemed in default during the continuance of such event or occurrence.

(c) The dissolution or liquidation, or other or similar termination of the legal existence, of the BOARD OF EDUCATION or the voluntary initiation by THE BOARD OF EDUCATION of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the BOARD OF EDUCATION of any such proceeding which shall remain undismissed for sixty (60) days, or the entry by the BOARD OF EDUCATION into an agreement of composition with creditors or THE BOARD OF EDUCATION' failure generally to pay its debts as they become due.

12.2 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the County may take one or any combination of the following remedial steps:

(a) Terminate this Lease, evict the BOARD OF EDUCATION from the Leased Property or any portion thereof and re-lease the Leased Property or any portion thereof.

(b) Have reasonable access to and inspect, examine and make copies of the BOARD OF EDUCATION's books and records and accounts during the BOARD OF EDUCATION's regular business hours, if reasonably necessary in the County's opinion.

(c) Take whatever action at law or in equity may appear necessary or desirable, including the appointment of a receiver, to collect the amounts then due, or to enforce performance and observance of any obligation, agreement or covenant of the BOARD OF EDUCATION under this Lease.

Any amount collected pursuant to action taken under this Section shall be applied as the County may determine.

12.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the County is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, and any such right and power may be exercised from time to time as may be deemed expedient. In order to entitle the County to exercise any remedy reserved in this Article XII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XII.

12.4 Waivers. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

12.5 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. The BOARD OF EDUCATION and County agree, to the extent permitted by law, that in the case of a termination of the Lease Term by reason of an Event of Default, neither the BOARD OF EDUCATION nor the County nor any one claiming through or under either of them shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of any remedy provided hereunder; and the BOARD OF EDUCATION and the County, for themselves and all who may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of such laws.

ARTICLE XIII

MISCELLANEOUS

13.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given if given by United States mail in certified form, postage prepaid, and shall be deemed to have been received five (5) Business Days (as defined in the Trust Agreement) after deposit in the United States mail in certified form, postage prepaid, as follows:

(a) If intended for the County, addressed to it at the following address:

County of Cumberland, North Carolina
P.O. Box 1829
Fayetteville, North Carolina 28302
Attention: County Manager

(b) If intended for THE BOARD OF EDUCATION, addressed to it at the following address:

Cumberland County Board of Education
P.O. Box 2357
Fayetteville, North Carolina 28302
Attention: Superintendent

13.2 Binding Effect. This Lease shall be binding upon and inure to the benefit of the BOARD OF EDUCATION and the County, subject, however, to the limitations contained in Article XI.

13.3 Net Lease. This Lease shall be deemed and construed to be a "net lease," and the BOARD OF EDUCATION shall pay absolutely net during the Lease Term all other payments required hereunder, free of any deductions, and without abatement or setoff.

13.4 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall not be a Business Day, such payment may be made or act performed or right exercised on the next preceding day that is a Business Day with the same force and effect as if done on the nominal date provided in this Lease.

13.5 Severability. In the event that any provision of this Lease, other than the requirement of the County to provide quiet

enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13.6 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13.7 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to the conflict of laws provisions thereof.

13.8 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

13.9 Memorandum of Lease. At the request of either party, the County and the BOARD OF EDUCATION shall, on or before the Closing Date, execute a memorandum of this Lease legally sufficient to comply with the relevant provisions of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, all as of the day and year first above written.

CUMBERLAND COUNTY, NORTH CAROLINA

By: _____
Chairman of the Board
Of Commissioners

Attest:

Clerk to the Board
Of Commissioners

Approved as to Form:

County Attorney

CUMBERLAND COUNTY BOARD OF EDUCATION

By: _____
Chairman

[SEAL]

ATTEST:

Secretary

STATE OF NORTH CAROLINA)
COUNTY OF CUMBERLAND)

I, a Notary Public of the County and State aforesaid, certify that Marsha Fogle personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners for Cumberland County and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chairman of said Board of Commissioners, its official seal affixed thereto and attested by her as Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal, this the ____ day of _____, 2008.

NOTARY PUBLIC
My Commission Expires:

STATE OF NORTH CAROLINA)
COUNTY OF CUMBERLAND)

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the Secretary of the Cumberland County Board of Education and that by authority duly given and as the act of said Board, the foregoing instrument was signed in its name by the Chairman of said Board, its official seal affixed thereto and attested by h__ as Secretary of said Board.

Witness my hand and official stamp or seal, this the _____
day of _____, 2008.

NOTARY PUBLIC
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF TRACT 1 OF THE LEASED PROPERTY

Being all of that property deeded by Janie Vaughn to The Young Men's Christian Association of Fayetteville, N.C., Inc. by deed dated April 25, 1958, and also being all of that property conveyed by the YMCA of Fayetteville to The Trustees of Fayetteville Technical Community College by deed recorded in Deed Book 6037 at Page 230 in the Cumberland County Registry.

LEGAL DESCRIPTION OF TRACT 2 OF THE LEASED PROPERTY

Being all of Lots 5, 6, 7, 8, 9 and 10 as shown on that plat recorded at Plat Book 106, Page 164, Cumberland County Registry.

LEGAL DESCRIPTION OF TRACT 3 OF THE LEASED PROPERTY

Being all of that property deeded to the Trustees of Fayetteville Technical Community College by deed recorded at Book 6743, Page 687, Cumberland County Registry.

EXHIBIT B

[Copy of Installment Financing Agreement to be attached.]



ITEM NO. 3

COUNTY of CUMBERLAND

James E. Martin
County Manager

Juanita Pilgrim
Deputy County Manager

Office of the County Manager

Cliff Spiller
Assistant County Manager

Amy H. Cannon
Assistant County Manager

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 4, 2008

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JAMES E. MARTIN, COUNTY MANAGER

DATE: JANUARY 30, 2008

**SUBJECT: PRESENTATION ON PROPOSED DOWNTOWN
FAYETTEVILLE PARKING STUDY**

BACKGROUND

Marshall Isler of the Cumberland County Business Council and representatives from the Parking Consultant Martin, Alexiou & Bryson will make a presentation on the proposed Downtown Fayetteville Parking Study.

The complete report is available for review in Marsha Fogle, Clerk to the Board's office.

RECOMMENDATION/PROPOSED ACTION

Accept the report as presented.

/ct

CM013008-2

Downtown Fayetteville Parking Study Task Order 2 - Financial Analysis

Summary of Findings

Purpose of report

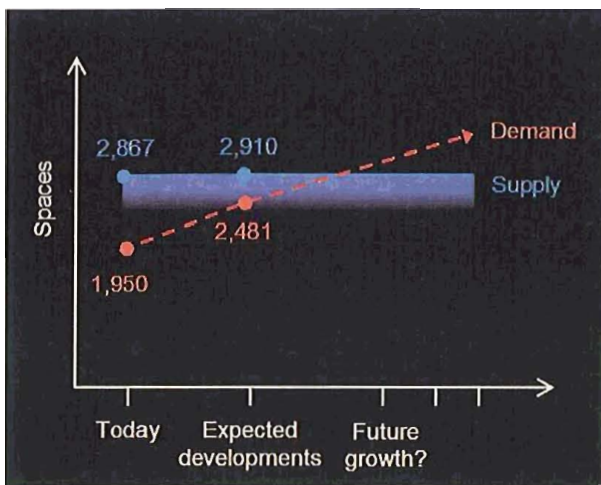
This report:

- Makes recommendations for downtown parking management and fees.
- Estimates the cost of the proposed Donaldson Deck and the revenue it could generate.
- Estimates the deck's financial impact on the parking system.
- Examines how additional funding sources could be used to make the deck financially viable.

Background

This report follows on from a previous phase of work that forecast the future parking needs in downtown and recommended parking deck locations.

In that phase, it was found that downtown had adequate parking for today's needs and that the current parking supply could accommodate future growth arising from the known developments due in the next few years. However, as downtown Fayetteville continues to grow beyond that level, additional parking would be needed.



Because the extent of future demand growth was uncertain, the previous phase recommended planning for two small decks, to be built incrementally, rather than one large deck. The recommended site for the first deck was the Donaldson lot. The recommended site for the second deck was the Maiden Lane / Ray Street lot.



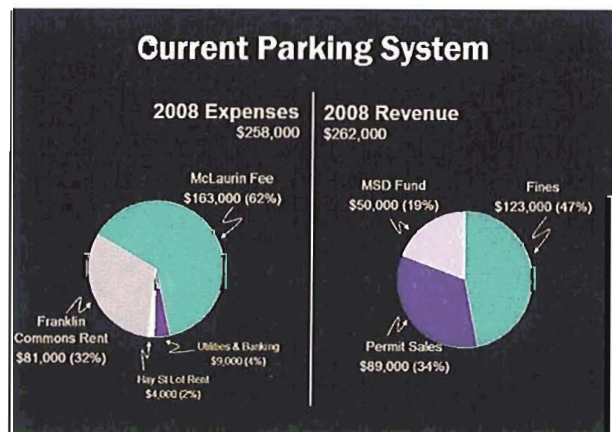
Donaldson Deck (about 500 spaces – net gain 250)



Maiden / Ray deck (about 350 spaces – net gain 250)

Current Parking System

The current parking system costs about \$260,000 per year to operate. In FY 2008, this is expected to be covered by permit/fine income and a \$50,000 contribution from the MSD fund. In FY 2007, there was an additional transfer from the general fund, but increased permit rates are estimated to eliminate this for FY 2008.



Management Recommendations

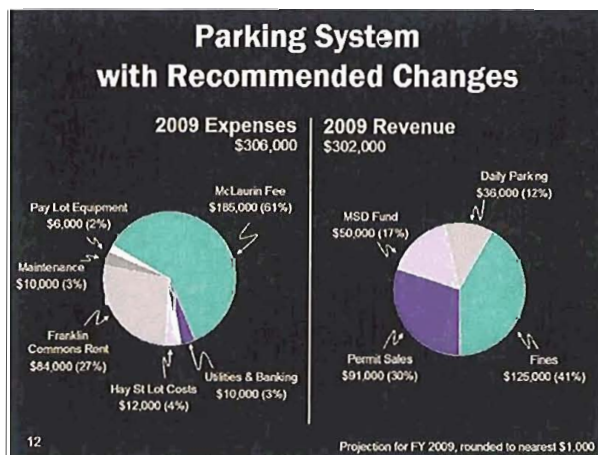
The following changes are recommended:

- Purchase the Hay Street lot (\$140,000) or extend the lease.
- Eliminate the current ordinance that requires all parking to be free for up to two hours.
- Offer paid hourly parking off-street. Currently daily parkers in downtown cannot park all day or multiple times.
- Charge a \$5-\$10 premium for reserved spaces.
- Offer only one hangtag per reserved space, in line with usual industry practice.
- Limit contractors' parking (or charge at a reduced rate).
- Renegotiate the Franklin Commons lease, or prepare for the lease to expire.
- Address scofflaws by instituting towing or booting.
- Establish a maintenance fund.
- Charge-back city employee parking and parking at the RCW building to the appropriate departments.
- Prepare for expiration of the current management contract by issuing a Request for Proposals (RFP) in advance.
- Monitor on-street parking occupancy – if occupancy levels go above 85%, institute paid parking.

It is appropriate to charge for hourly parking when necessary, because:

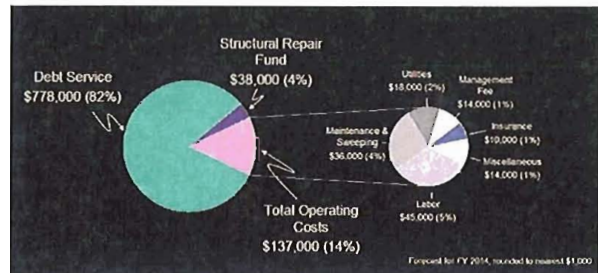
- Parking is not really 'free' – it costs money to operate.
- Parking occupancy is projected to increase.
- Charging allows the City to manage parking actively and addresses limitations with the current system.
- The revenue can be used to improve downtown parking options.

With these recommended changes, the parking system would essentially break even.

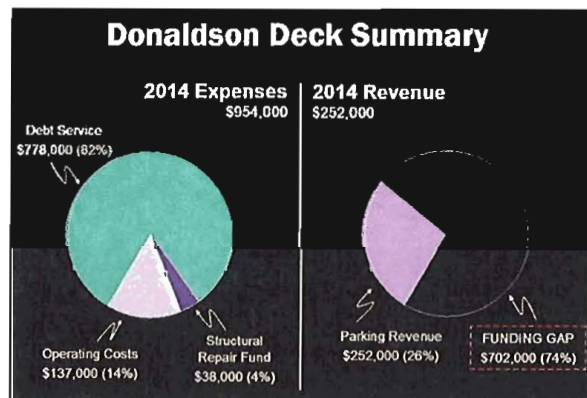


Donaldson Deck Costs and Revenues

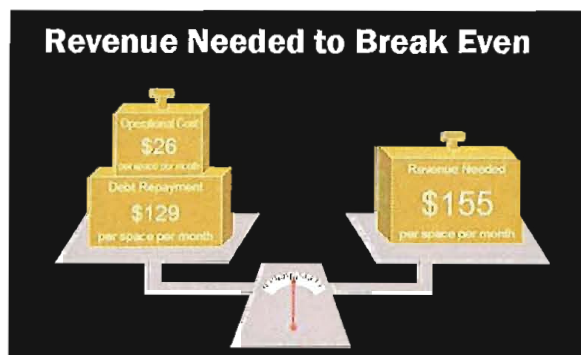
The Donaldson Deck would cost about \$9.7 million to build, including soft costs (design, construction management, etc.). If it was debt-funded (over 20 years at 5%), this would represent \$778,000 per year. The operating costs and a sinking fund for structural repairs would bring the total cost to \$954,000 per year.



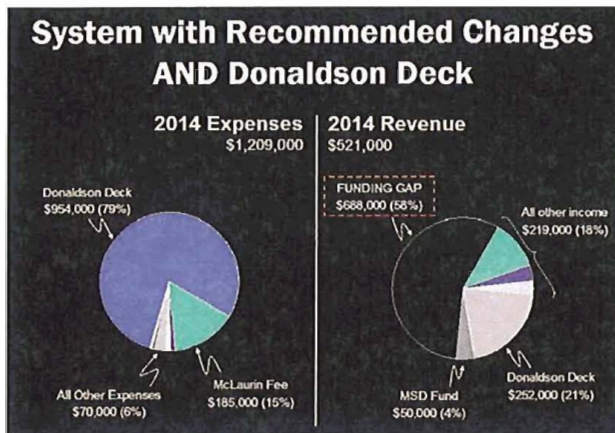
Revenue will come from a combination of monthly parking, reserved monthly parking and hourly parking in the deck. It will gradually ramp up as parking demand increases in downtown. If the deck opens in FY 2010, the revenue is forecast to level-out in FY 2014 at about \$250,000 per year. This leaves an operating deficit of about \$700,000 per year.



Put another way, each space in the deck will cost \$155 per month in debt repayment and operating costs. To break even, each space in the deck would need to raise \$155 per month in revenue.



Looking at the parking system as a whole, if the deck is built, annual expenses in 2014 would be about \$1,209,000 million but annual income, including the contribution from the MSD fund, would be only \$521,000. The shortfall would be \$688,000.



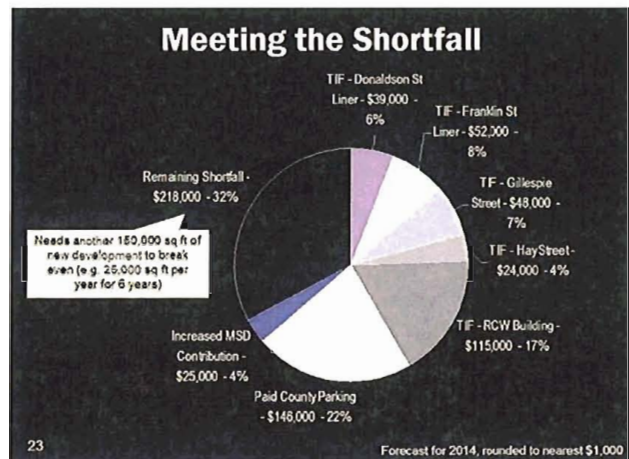
The conclusion is that even with paid hourly off-street parking as a first step, the market rates are too low to support the parking deck on their own. Additional revenue sources will be required to meet the shortfall in the parking system.

Additional Revenue Sources

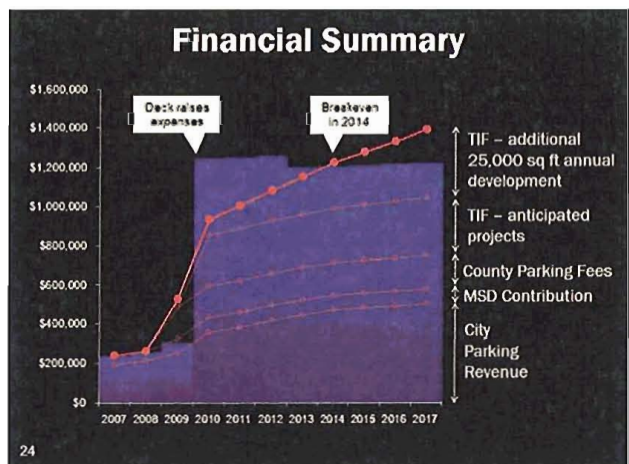
The following potential sources have been identified.

- (a) **Paid parking in the County-owned lots.** This could raise an estimated \$146,000 per year by FY 2014.
- (b) **An increased contribution from the MSD fund.** An increase to \$75,000 per year has been assumed.
- (c) **Tax Increment Financing (TIF) revenue from anticipated projects.** These projects include:
 - The two proposed liner buildings alongside the Donaldson Deck (\$91,000 per year).
 - The proposed Gillespie Street buildings (\$48,000 per year).
 - The RCW building becoming taxable after sale (\$115,000 per year)

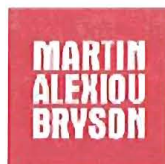
With these funding sources (a through c), the annual shortfall is reduced to \$218,000 (again using FY 2014 as the sample year).



(d) **TIF revenue generated by additional development.** If the additional 25,000 sq ft of development each year (assumed in the demand estimate) occurred starting in FY 2009, the parking system would break even in FY 2014.



The overall conclusion is therefore that the deck can be funded, but only through bringing together a wide range of funding sources. In particular, development in downtown Fayetteville needs to occur steadily, in order to generate both the demand for the deck and the required revenue.



WALKER
PARKING CONSULTANTS

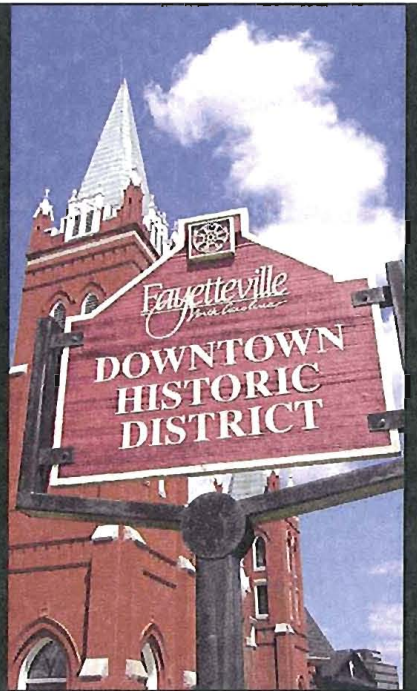
February, 2008

Cumberland County
Business Council

Fayetteville Downtown Parking Study

Task Order 2

February 4, 2008



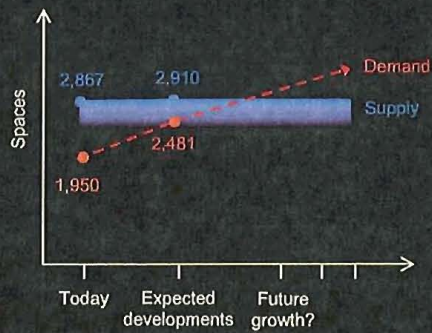
1

Municipal Parking Committee Work Plan

- New parking deck(s)
 - Capacity needs
 - Location(s)
 - Preliminary design
- Cost estimates for deck(s)
- Downtown parking fee strategy
- Alternative financing methods for deck
- Organization structure for parking operations

2

Background – Demand Forecast



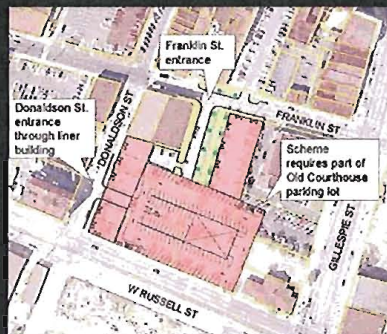
- Parking is adequate today
- If downtown grows as hoped, it will need extra parking in the future

3

Background - Two Smaller Decks

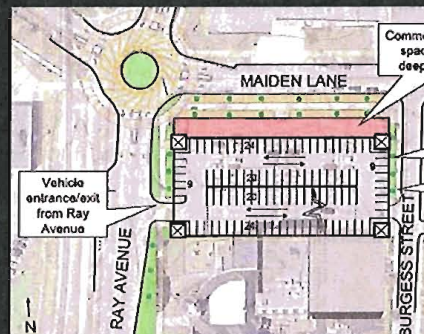
#1

Donaldson Deck
300 spaces net



#2

Maiden/Ray Deck
250 spaces net



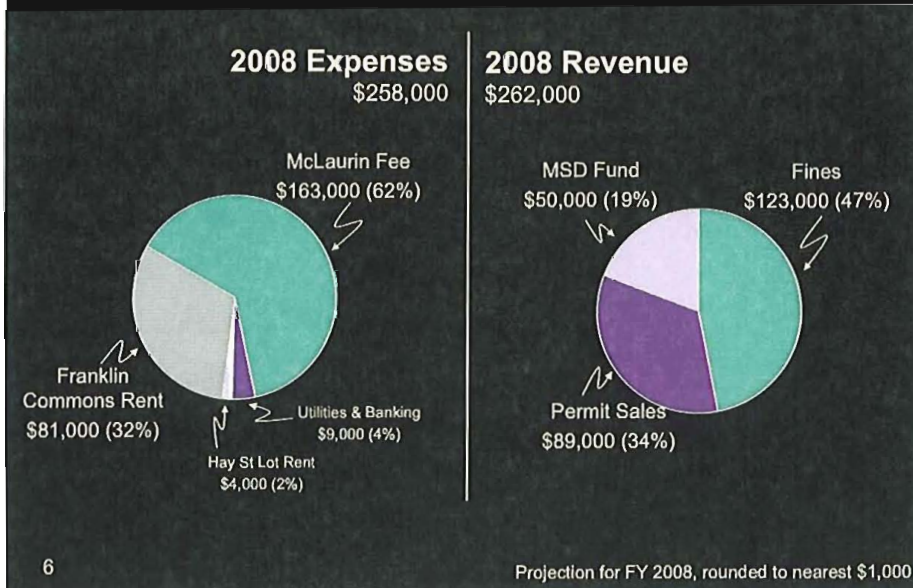
4

Current Study

- Recommended changes to parking system
- Costs & revenue for Donaldson Deck
- Impact of Donaldson Deck on system
- Financing Options

5

Current Parking System



Management Recommendations



Purchase
Hay St lot or
extend lease



Offer paid
hourly parking
off-street



Charge \$5-\$10
premium for
reserved space,
one hangtag only

7

Management Recommendations



Limit contractor
parking or charge
at reduced rate



Renegotiate
Franklin
Commons lease
or prepare for
expiration



Tow or boot
scofflaws

8

Management Recommendations



Establish
maintenance
fund



Charge-back
city employee
and RCW
parking to
departments



RFP ahead of
management
contract
expiration

9

Management Recommendations



Monitor on-
street parking
occupancy



If on-street
occupancy
exceeds 85%,
begin charging

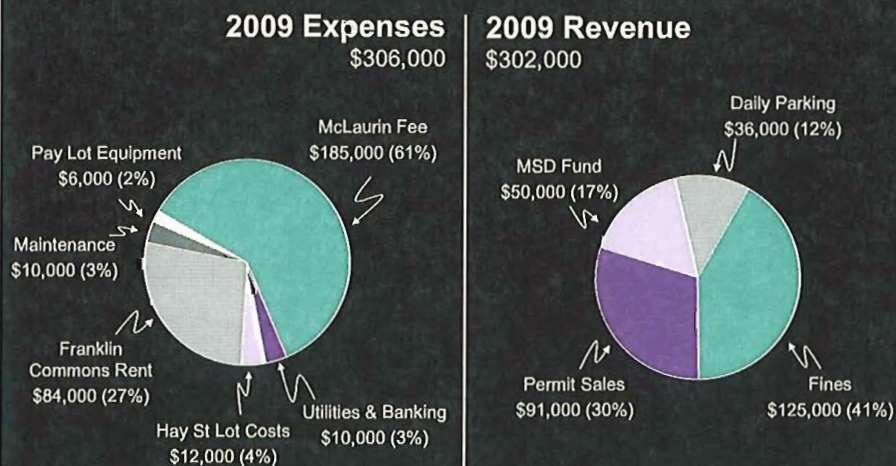
10

Why Charge for Parking?

- Parking is not really “free”
- Parking occupancy is projected to increase
- Limitations with current system
- Allow people to park multiple times or all day
- Use rates to manage parking
- Use revenue to improve downtown parking options

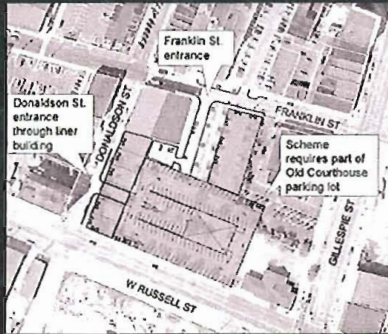
11

Parking System with Recommended Changes



12

Projection for FY 2009, rounded to nearest \$1,000

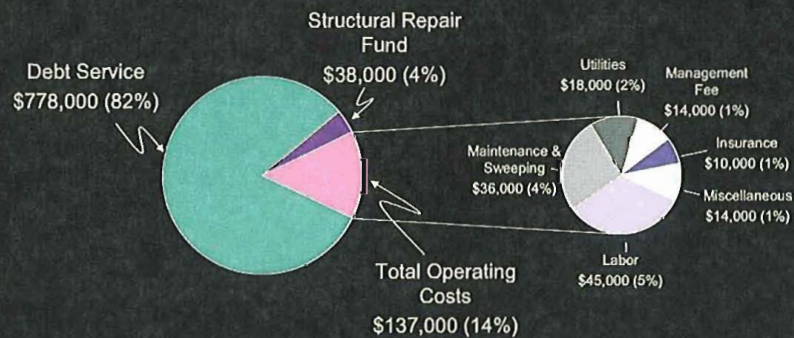


Donaldson Deck Construction Cost

- Construction + soft costs = \$9.7m
- Assume debt funded over 20 years @ 5%
- Annual debt service cost = \$778,000
- Plus annual operations costs

13

Deck Will Cost \$954,000 Per Year



14

Forecast for FY 2014, rounded to nearest \$1,000

Cost Per Space Per Month



15

Revenue Needed to Break Even



16

Donaldson Deck Revenue



Reserved spaces
@ \$47 / month



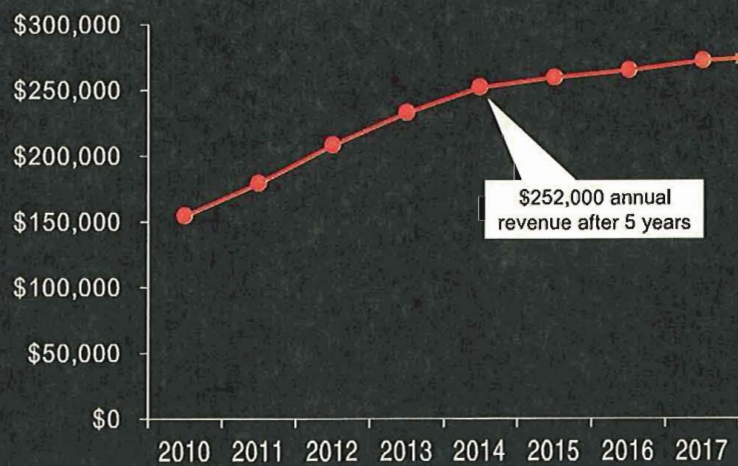
Monthly parking
@ \$37 / month



Hourly parking
@ avg. \$2.10 / stay

17

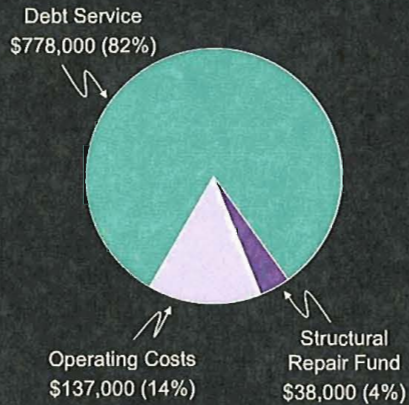
Deck Revenue Will Ramp Up Initially



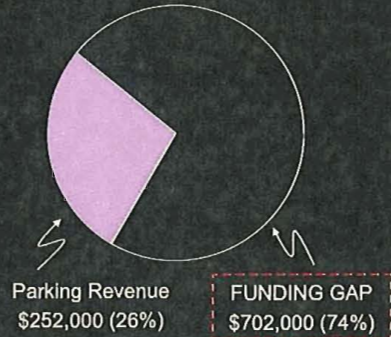
18

Donaldson Deck Summary

2014 Expenses \$954,000



2014 Revenue \$252,000

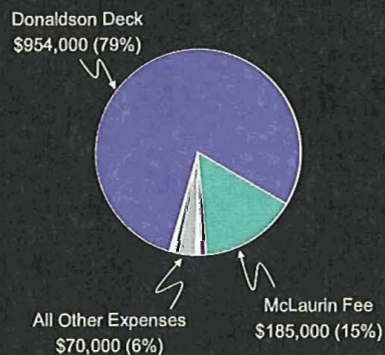


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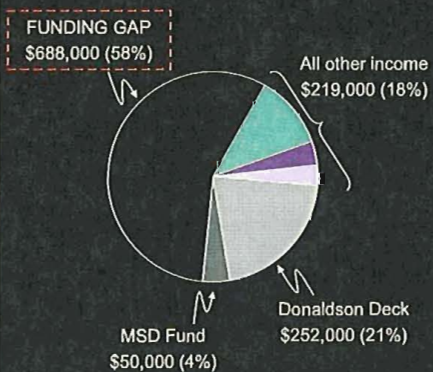
Forecast for FY 2014, rounded to nearest \$1,000

System with Recommended Changes AND Donaldson Deck

2014 Expenses \$1,209,000



2014 Revenue \$521,000



20

Forecast for 2014, rounded to nearest \$1,000

Conclusions

- Paid off-street parking is first step
- Market rates are too low to support deck
- Shortfall requires other revenue sources
 - Paid County parking
 - Tax Increment Financing (TIF) income

21

Potential TIF Income

RCW Building:
\$115,000

Donaldson / Franklin
Liner Buildings:
\$91,000

Hay Street
development:
\$24,000



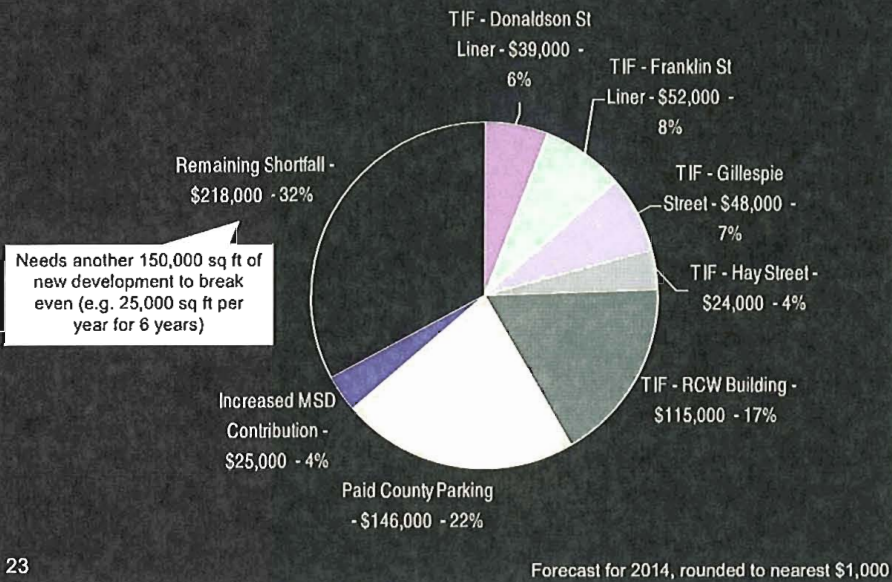
Gillespie Street
Development:
\$48,000



Forecast for 2014, rounded to nearest \$1,000

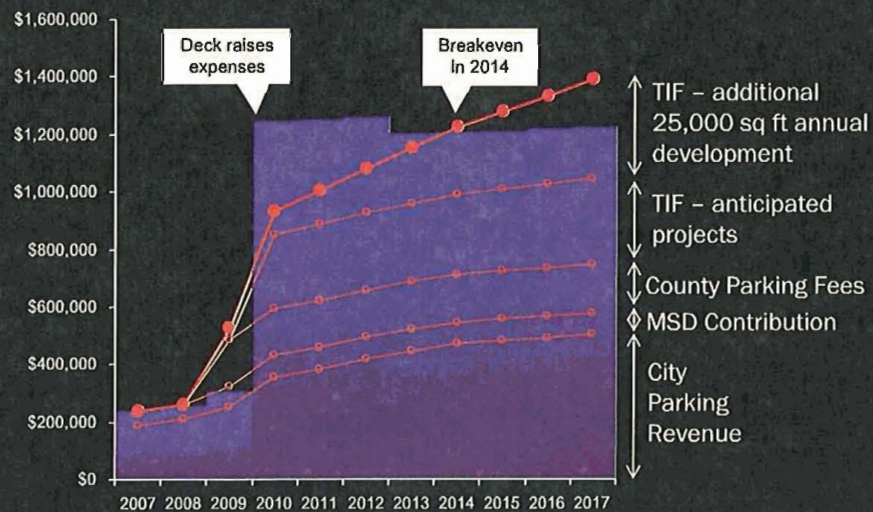
22

Meeting the Shortfall



23

Financial Summary



24



ITEM NO. 4

OFFICE OF THE COUNTY ATTORNEY

Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 678-7762 • Fax: (910) 678-7758

January 25, 2008

MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF FEBRUARY 4, 2008

TO: BOARD OF COMMISSIONERS

FROM: GRAINGER BARRETT, COUNTY ATTORNEY *GB*

SUBJECT: PROPOSED OVERTIME / COMPENSATORY TIME POLICY

BACKGROUND: At its meeting of January 3, 2008, the Policy Committee recommended adoption of a proposal to remove from Chapter 10 of the County Code the current provisions on overtime and compensatory time and replace them with direction to the County Manager to adopt and maintain a policy on overtime, compensatory time, and "extra" time for County employees. Enclosed also is a proposed Manager Policy on Overtime/Compensatory/Extra Time which was presented to the Policy Committee.

This policy would establish procedures for addressing overtime issues in accordance with the Fair Labor Standards Act ("FLSA") and would establish rules for "executive time" accountability for employees exempt from the FLSA. In developing this policy draft, department heads were given an opportunity to submit recommendations, along with any questions or concerns they had on this subject. This policy would replace the current ordinance provision pertaining to overtime and compensatory.

The following summary highlights key points covered in the proposed policy:

1. The duty of department heads:
 - a. to manage the department's overtime use within the department's approved budget
 - b. to track the accumulation and use of compensatory time / overtime for non-exempt employees and exempt time for exempt employees.
2. Department heads will be evaluated in part on their management of overtime and compensatory time.
3. The discretion of department heads to compensate non-exempt employees either by receiving compensatory time off or overtime pay, as that department's budget or staffing circumstances may warrant. The department head also will have the right to direct the employee to take any accumulated compensatory time at specific times as work permits.
4. A requirement to use compensatory time in lieu of and prior to any use of sick or annual leave.
5. Creating a new terminology of "exempt time," for time off granted to exempt employees on an hour for hour basis for hours actually worked over 40 in the workweek, up to a maximum accumulation of 80 hours. Cumberland County has had a longstanding policy of affording this benefit to exempt employees to assist in recruiting and retaining exempt employees to somewhat offset pay scales that may often not be as attractive in the private market or in larger public jurisdictions. Exempt

Celebrating Our Past... Embracing Our Future

employees are still expected to work the number of hours necessary to accomplish their assigned duties, but not less than 40 hours a week, unless on authorized leave.

6. Exempt employees shall not receive pay for hours worked beyond the normal 40-hour work week and, specifically, will not be paid for unused exempt time balances upon separation.

RECOMMENDATION: Consider whether to adopt ordinance removing from Chapter 10 of the County Code the current provisions on overtime and compensatory time and replacing them with direction to the County Manager to adopt and maintain a policy on overtime, compensatory time, and "extra" time for County employees.

Encl.

**AN ORDINANCE OF THE CUMBERLAND COUNTY BOARD OF
COMMISSIONERS AMENDING SECTION 10-105 OF THE CUMBERLAND
COUNTY CODE AND DIRECTING THAT THE COUNTY MANAGER
IMPLEMENT AND MAINTAIN A POLICY CONCERNING OVERTIME,
COMPENSATORY TIME AND EXEMPT TIME**

The Board of Commissioners of Cumberland County, North Carolina ordains:

Section 1. Section 10-105 of the Cumberland County Code of Ordinances is amended by deleting the current provisions in their entirety and inserting in lieu thereof the following:

“Sec. 10-105. Scheduling work; overtime; compensatory time; exempt time

The County Manager is authorized and directed to implement and maintain, and to amend from time to time as he deems necessary or desirable, a policy addressing scheduling of work by employees, overtime and compensatory time for non-exempt employees, and exempt time for exempt employees. ”

Section 2. Exempt employees who have compensatory time in excess of 80 hours as of the effective date of this ordinance shall have those compensatory hours in excess of 80 hours converted on a one-to-one basis into sick leave, but in no event shall any such exempt employee be credited thereby with more than 2,080 hours of sick leave.

Section 3. This ordinance shall become effective as of July 1, 2008.

Adopted by the Cumberland County Board of Commissioners this 4th day of February, 2008.

J. BREEDEN BLACKWELL, Chairman
Board of Commissioners

ATTEST:

MARSHA FOGLE
Clerk to the Board

SCHEDULING WORK; OVERTIME; COMPENSATORY TIME; EXEMPT TIME POLICY

This policy establishes guidelines for the administration of overtime and compensatory time, as defined by the Fair Labor Standards Act ("FLSA"), and the authorization of exempt time by Cumberland County.

I. GENERAL PROVISIONS

A. Definitions:

1. Non-Exempt – the Fair Labor Standards Act ("FLSA") requires employees having a non-exempt designation to be compensated at a rate of not less than time and one-half for every hour physically (actually) worked over 40 in the work week.
2. Exempt – exempt employees are not subject to the Fair Labor Standards Act and are by law, exempt from the overtime compensation.
3. Overtime work is work physically (actually) performed by a non-exempt employee at the direction of a department head, manager, and supervisor or authorized representative which exceeds the normal 40-hour workweek or regular work period of the employee (for law enforcement officers, "LEOs" exceeding 171 hours worked during a 28-day work period).
4. Compensatory Time – time off for non-exempt employees in lieu of cash payment, up to 240 hours for regular employees and 480 hours for public safety employees. Compensatory time for non-exempt employees is credited at the rate of one and one-half times the number of hours worked in excess of 40 hours in a workweek. Non-exempt LEOs are due overtime for hours worked over 171 during a 28-day work period.
5. Exempt Time – time off granted by the County, to exempt employees on an hour-for-hour basis for hours physically (actually) worked over 40 in the work week up to a maximum of 80 hours.

B. Department heads, managers, and supervisors shall arrange the work schedules of their employees, as much as practical, so as to accomplish the required work within the normal workweek.

C. When evaluating the need for overtime, the following factors should be considered:

1. Are the employees to be designated to perform the overtime work identified by job description as qualified and capable of performing the work to be assigned?
2. What will be the result if the overtime work is not assigned? Will a deadline be missed, will other departments be effected, and will the public service commitment not be met?
3. What alternatives are available to overtime? Could temps be employed to perform the work? Can the work be scheduled during regular hours to the exclusion of other work assignments?
4. How much accumulated compensatory time will each employee assigned have at the end of the task? Can the accumulated overtime be managed without the need for additional manpower?
5. In considering whether to approve overtime work, the department head or authorized representative shall consider the operational needs of the department or work unit, budget availability, and alternative personnel resources.

DRAFT

- D. It is the duty of the department head to manage the department's overtime use within the department's approved budget. Department heads and supervisors are expected to manage and track the accumulation and use of compensatory time and overtime of their non-exempt employees and exempt time of exempt employees.
- E. Supervisors/managers and department heads shall be evaluated, in part, on his/her effective and lawful management of available resources, overtime, compensatory time and exempt time. A supervisor/manager who suffers or permits overtime without expressly directing it and therefore creates a liability will be evaluated, in part, based on that factor.
- F. The department head has the right to direct the employee to take any accumulated compensatory time at specific times as work permits. Employees may request and use compensatory time (non-exempt) or exempt time (exempt) in the same manner as other leave requests. However, compensatory / exempt time must be exhausted before using sick or annual leave. Employees shall be permitted to use such time off within a reasonable period after making the request, if doing so does not unduly disrupt the operations of the department. If an employee requests the use of compensatory time which the department cannot feasibly grant because of the potential for undue disruption to work and operations, the non-exempt employee shall be paid overtime pay.
- G. Time sheets for all employees shall accurately reflect the hours worked by the employee and shall be certified by the employee and his/her supervisor and/or department head prior to submission for payroll processing.
- H. Overtime hours worked by an employee without the department head's or authorized representative's direction or contrary to his instructions may be subject to disciplinary action.

II. NON-EXEMPT EMPLOYEES

- A. During the regular work week, if a non-exempt employee would be required to work beyond their normal 8-hour work day, the supervisor shall make reasonable effort to adjust the remainder of the work week so the employee does not accrue overtime.
- B. At the discretion of the department head, a non-exempt employee may be compensated for overtime work either by receiving compensatory time off or by receiving overtime pay.
- C. Non-exempt employees shall be allowed to accumulate no more than 240 hours of compensatory time. The non-exempt employee shall be paid for any accumulated compensatory time above 240 hours at the next pay date and for all accumulated compensatory time upon separation from employment, reclassification, or promotion to an exempt FLSA classification. (Note: Compensatory time is credited at time and one-half of the overtime hours worked. 160 overtime hours worked will reach the maximum accruable compensatory time of 240 hours – i.e. $160 \times 1.5 = 240$.)

DRAFT

- D. Non-exempt sworn LEOs shall be allowed to accumulate no more than 480 hours of compensatory time. Non-exempt LEOs shall be paid for any accumulated compensatory time above 480 hours at the next pay date and for all accumulated compensatory time up to 480 hours upon separation from employment, reclassification, or promotion to an exempt FLSA classification. (Note: Compensatory time is credited at time and one-half of the overtime hours worked. 320 overtime hours worked will reach the maximum accruable compensatory time of 480 hours – i.e. $320 \times 1.5 = 480$.)
- E. A non-exempt employee, who has accrued compensatory time at the time of termination of employment, shall be paid for all unused compensatory time at a rate of compensation equivalent to the average regular rate received by such employee during the last three (3) years of the employee's employment, or the final regular rate, whichever is higher.

III. EXEMPT EMPLOYEES

- A. Under the FLSA, employees in positions designated executive, administrative, and professional are not entitled to overtime pay or to compensatory time. The County will designate, upon the recommendation of the department head, and review by County Human Resources and the County Attorney, those employees exempt from the overtime pay provision of the Fair Labor Standards Act. The FLSA status of each position will be updated and maintained by the Human Resources Office.
- B. Exempt employees are expected to work the number of hours required to accomplish the assigned duties and responsibilities of their position, but not less than 40 hours per week.
- C. Exempt employees shall not receive pay for hours worked beyond the normal 40-hour work week.
- D. Exempt time is not an entitlement but serves as a method of accounting for that exempt employee's time. Exempt employees may accumulate exempt time at the rate of one hour for each hour worked beyond the 40-hour work week, consistent with the operational needs of the department. The maximum exempt time credit carried forward at the end of each pay period shall not exceed 80 hours.
- E. It is the responsibility of exempt employees to request to use any exempt time balance prior to their effective date of separation. Upon separation, exempt employees shall not receive payment for unused exempt time balances.

CUMBERLAND COUNTY POLICY COMMITTEE
January 3, 2008 – 9:30 AM
REGULAR MEETING

PRESENT: Commissioner Jeannette Council
Commissioner Kenneth Edge
Commissioner Ed Melvin
James Martin, County Manager
Juanita Pilgrim, Deputy County Manager
Cliff Spiller, Assistant County Manager
Amy Cannon, Assistant County Manager
Sara VanderClute, Public Information Officer
Grainger Barrett, County Attorney
Harvey Raynor, Assistant County Attorney
James Lawson, Human Resources Manager
Laura Blackley, Human Resources Analyst II
Margaret Weaver, Human Resources Analyst II
Angie Cunningham, Print Shop Supervisor
Marie Colgan, Deputy Clerk

Commissioner Council called the meeting to order at 9:45 AM

1. Election of Chairman for 2008

MOTION: Commissioner Melvin moved to appoint Jeannette Council as Chairman of this Committee for 2008
SECOND: Commissioner Edge
VOTE: UNANIMOUS

2. Approval of Minutes: September 6, 2007

MOTION: Commissioner Melvin moved to approve.
SECOND: Commissioner Edge
VOTE: UNANIMOUS

3. Consideration of Change in County Flag

Commissioner Edge explained that this item has been brought before the Committee as a parade of county flags will be displayed at the upcoming 2008 NCACC Conference and this would be the appropriate time to determine if a change is desired. Members viewed several proposed flags that were provided by Angie Cunningham.

MOTION: Commissioner Council moved to recommend to the full Board the flag shown as Attachment B.
SECOND: Commissioner Melvin
VOTE: UNANIMOUS

4. Consideration of Proposed Overtime Policy

County Attorney Barrett informed members that Management, Human Resources and the Legal Department have completed an extended review of the County's Overtime policy. The proposal provided as a handout would revise the current provisions by removing it from the Personnel

Ordinance and would place it in the County Manager's hands for implementing a comp time/overtime policy which would give greater flexibility for changes in the future. The proposal addresses both the non-exempt and exempt employees with most changes being made to the exempt employee sections. Problems with employees moving from non-exempt status to exempt status have been addressed in this proposed policy. The policy also places responsibility on the Department Heads to make decisions regarding whether to provide comp time or pay for any overtime earned by non-exempt employees. Regarding the exempt employee who has worked time over 40 hours in a regular workweek, the name would be changed from "comp time" to "exempt time" and the hours accruable would be capped at 80 hours. A transition provision for exempt employees who currently have over 80 hours would convert it to sick leave, but no more than 2,080 hours could be converted. The proposed policy emphasizes that the Department Heads would be held accountable for managing comp time, overtime and exempt time. Members of the Committee emphasized the importance of this provision placing accountability on department heads. The proposed policy also states that supervisors/managers and department heads will be evaluated, in part, on their effective management of overtime. The removal of completing timesheets for certain exempt employees; such as management personnel, was also discussed. However, after a lengthy discussion, it was agreed that timesheets will continue to be filled out by those employees. Members agreed with County Attorney Barrett that a review of this policy should be conducted after a year to see if any revisions might be needed.

MOTION: Commissioner Edge moved to recommend the approval of the
Proposed Overtime Policy to the full Board.
SECOND: Commissioner Melvin
VOTE: UNANIMOUS

5. Other Matters of Concern

No items discussed.

MEETING ADJOURNED: 10:25 AM



ITEM NO. 5

OFFICE OF THE COUNTY ATTORNEY

Courthouse, 117 Dick Street – Suite 551 • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 678-7762 • Fax: (910) 678-7758

January 28, 2008

MEMORANDUM FOR BOARD OF COMMISSIONER'S FEBRUARY 4, 2008 AGENDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HARVEY RAYNOR, DEPUTY COUNTY ATTORNEY *HWR III*

THRU: GRAINGER R. BARRETT, COUNTY ATTORNEY *GRB*

**SUBJECT: CONSIDERATION OF CONTRACT WITH GOVDEALS TO SELL
SURPLUS COUNTY PROPERTY ON THE INTERNET**

BACKGROUND

GovDeals has approached the County to solicit the County to enter into a contract to sell County surplus personal property on the internet at govdeals.com. This contract would be nonexclusive; would cost a commission of \$5.00 or 7% per sale, whichever is greater; would sell County surplus personal property "as is, where is;" would require the buyer to be registered with GovDeals prior to the purchase, pay via secure funds within five days and pickup within ten days of the sale; and would allow the County to put up any County surplus personal property for sale in any sized lots, at any time and would allow County employees to bid on surplus personal property, but not on County time.

There are currently 224 North Carolina governmental entities using GovDeals including 56 counties, and there are 17,112 registered bidders in NC, SC, VA, WV, and DC combined and 110,303 nationwide. GovDeals only sells surplus personal property for governmental units and had \$5.5 million in sales in 2006 and \$4.4 million through the third quarter in NC alone and \$42 and \$37 million nationwide.

A County team consisting of Cliff Spiller, Carolyn Price, Sara VanderClute and I have reviewed this proposal.

RECOMMENDATION/PROPOSED ACTION

Approve the contract and authorize the Manager to execute on behalf of the County, subject to legal's approval of the form and substance of the final contract.

HWR/cht

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J. BREEDEN BLACKWELL
Chairman

JEANNETTE M. COUNCIL
Vice Chairman

KENNETH S. EDGE
JOHN T. HENLEY, JR.
BILLY R. KING
EDWARD G. MELVIN
DIANE WHEATLEY



MARSHA S. FOGLE
Clerk to the Board

MARIE COLGAN
Deputy Clerk

BOARD OF COMMISSIONERS

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January 14, 2008

ITEM NO. 6A

February 4, 2008 Agenda Item

TO: Board of Commissioners
FROM: Marie Colgan, Deputy Clerk *mc*
SUBJECT: Adult Care Home Community Advisory Committee Vacancies (5)

The Adult Care Home Community Advisory Committee will have the following vacancies as of February 28, 2008:

Lonnie Johnson, Ernestine Mack, Teresa McNeill and Jacqueline Wolfe have completed their initial term and are eligible for a three year reappointment.

Edgar Merritt was recently reappointed to his first term, but we have been advised by this board that Mr. Merritt has never attended any trainings or meetings for this board and they are asking that he be replaced.

I have attached the current membership and applicant list for this board.

PROPOSED ACTION: Make nominations to fill the vacancies (5).

Attachments

pc: Andrea Wright-Valdez
Mid-Carolina Area Agency on Aging

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ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE
Initial Appointment 1 Year/Subsequent Term 3 Years

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Ernestine Mack (/F) 6916 Kizer Drive Fayetteville, NC 28314 717-4229	2/07	Initial	Feb/08 2/28/08	Yes
Lonnie E. Johnson (B/M) 5206 Landmark Drive Fayetteville, NC 28311 488-8372/224-4841(C)	02/07	Initial	Feb/08 02/28/08	Yes
Mary Ann Brown-Jackson 1959B James Hamner Way Fayetteville, NC 28311 822-1311/893-8151 x330 (W)	1/06	1 st	Jan/09 1/31/09	Yes
Edgar F. Merritt (B/M) 1506 Boros Drive Fayetteville, NC 28303 822-2976/286-2552(W)	10/07	1 st	Oct/10 10/31/10	Yes
Herma Jean Bradley (/F) 714 Topeka Street Fayetteville, NC 28301 822-3689	6/06	1 st	June/09 6/30/09	Yes
Mexie Fields (/F) 1815 Primrose Drive Fayetteville, NC 28301 488-8432	1/06	1 st	Jan/10 1/31/10	Yes
James Ingram (B/M) P.O. Box 87671 Fayetteville, NC 28304 257-1831/488-8415(W)	1/05	1 st	Jan/10 1/31/10	Yes
Benita Briggs 1116 Bingham Drive Fayetteville, NC 28304 822-1154/672-1294	5/07	1 st	May/08 5/30/08	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Jacqueline S. Wolfe (W/F) 1812 Manchester Street Fayetteville, NC 28303 484-8588/484-5146 (W)	2/07	Initial	Feb/08 2/28/08	Yes
Stephanie Hodges (W/F) 3424 Harrisburg Road Fayetteville, NC 28306 **serves on the Nursing Home Advisory Board 429-9300/584-0358 (C)	10/06	1 st	Nov/09 11/30/09	Yes
Wynella A. Myers (B/F) 706 Sarazan Drive Fayetteville, NC 28303 822-5526/273-8483 (C)	8/07	1 st	Aug/10 8/31/10	Yes
Janet Pelley 6131 Lochview Drive Fayetteville, NC 28311 488-4947	4/06	2 nd	April/09 4/30/09	No
John Poulos (W/M) 3025 Brechin Road Fayetteville, NC 28303 867-2622/424-4242(W)	6/06	2 nd	June/09 6/30/09	No
Teresa R. McNeill (B/F) 3518 Pickerel Street Fayetteville, NC 283068 480-0313/483-3648, Ext. 1109 (W)/229-7981 (C)	2/07	Initial	Feb/08 2/28/08	Yes
Dr. Claudett Tompkins (B/F) 260 Old Farm Road Fayetteville, NC 28314 864-5336/424-4797(W)	9/06	2 nd	Aug/09 8/31/09	No
Kim Howard (_/F) 6018 Lakaway Drive Fayetteville, NC 28306 308-5974	4/07	Initial	Apr/08 4/30/08	Yes

CONTACT: Andrea Wright-Valdez, Regional Ombudsman, Mid-Carolina Area Agency on Aging,
P. O. Box 1510, Fayetteville, NC 28302. Phone: 323-4191, x 25, fax # 323-9330
MEETINGS: Quarterly: March, June, September, December 1st Thursday of Particular Month,
10:00 AM, Blue Street Senior Center

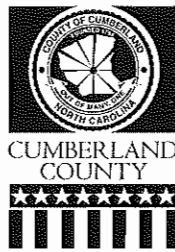
APPLICANTS FOR
ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BOOTH, YVONNE (B/F) 4568 TURQUOISE RD FAYETTEVILLE, NC 28311 488-7260	STUDENT	MEDICAL/ EDUC CNA MED TECH, PHLEBOTOMY TECH
CARAMANNO, DELL (W/F) 5578 QUIETWOOD PLACE FAYETTEVILLE, NC 28304 423-2622	RETIRED	SOME COLLEGE
DOUGLAS, BRENDA (B/F) 6109 GARDEN COURT FAYETTEVILLE, NC 28311 717-0123/677-2965 (W)	SOCIAL WORKER III	BA – PSYCHOLOGY
EDWARDS, TONEY (B/M) 3622 CLEARWATER DRIVE FAYETTEVILLE, NC 28311 822-4261/864-6262	REAL ESTATE BROKER	PUBLIC ADMIN DEGREE MORTUARY SCIENCE DEGREE
HASAN, ANNIE R. (B/F) 1340 MCARTHUR RD FAYETTEVILLE, NC 28311 630-0688/482-3513 (W)	QUALIFIED MENTAL HEALTH PROFESSIONAL	M.Ed
TOMLINSON-KNOELL, REV. NANETTE 609 TIMBERLINE DRIVE FAYETTEVILLE, NC 28311 339-2201/489-2981	PASTOR	BA – ELEMENTARY EDUC. MASTER OF DIVINITY

J. BREEDEN BLACKWELL
Chairman

JEANNETTE M. COUNCIL
Vice Chairman

KENNETH S. EDGE
JOHN T. HENLEY, JR.
BILLY R. KING
EDWARD G. MELVIN
DIANE WHEATLEY



MARSHA S. FOGLE
Clerk to the Board

MARIE COLGAN
Deputy Clerk

BOARD OF COMMISSIONERS

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January 25, 2008

February 4, 2008 Agenda Item

ITEM NO. 6B

TO: Board of Commissioners
FROM: Marie Colgan, Deputy Clerk *MC*
SUBJECT: Child Homicide Identification and Prevention (CHIP) Council

The CHIP Council has requested the following changes:

(1) A Representative of the Military Community – LTG Lloyd Austin is unable to serve. The CHIP Council requests that he be replaced with **Tom Hill**.

(2) Add an additional representative - A Representative of the General Public - **Lois Kirby**

(3) The CHIP Council has also requested that the category of "A Representative of Cumberland County's Legislative Delegation" be **removed** due to conflict of interest and the following slots be **added** with the noted recommendations:

A Representative of Methodist University School of Social Work - **Mary Deyampert-McCall**

A Representative of the Cumberland County Mental Health Center - **Debbie Jenkins**

A Representative of Health Education - **Wendy Breeden**

A Representative of Law Enforcement - **Lynette Hodges**

A Representative of the Legal Community - **Joanna Shober**

A Representative of the Cumberland County School System - **Natasha Scott**

A Representative of the Cumberland Interfaith Hospitality Network - **Denise Giles**

A Representative of Womack Army Medical Center - **Gladys Cartwright**

A Representative of the Local Media - **Charles Broadwell**

A Representative of Fayetteville State University School of Social Work - **Densie Lucas**

I have attached the current membership and applicant list for this board.

PROPOSED ACTION:

- (1) Motion to remove the Legislative Delegation Representative slot
- (2) Motion to add an additional representative for the "General Public" slot
- (3) Motion to add ten (10) new categories
- (4) Motion to nominate individuals to fill the twelve vacancies (12).

Attachments

pc: Dr. Sharon Cooper

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CHILD HOMICIDE IDENTIFICATION AND PREVENTION (CHIP) COUNCIL

3 Year Term
(1, 2, 3 year initial terms)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>A Representative of the Medical Community Whose Specialty is Children</u> Dr. Sharon Cooper PO Box 72929 Ft. Bragg, NC 28307-2929 488-9304	05/07			
<u>A Representative of the Business Council Board</u> Chairman (or designee) PO Box 9 Fayetteville, NC 28302 484-4242 x223	05/07			
<u>A Representative of the Military Community</u> LTG Lloyd Austin (or designee) CG, XVIII Airborne Corps 2175 Reilly Road, Stop A Ft. Bragg, NC 28310 396-3111	05/07			
<u>A Representative from District Court</u> Judge Beth Keever PO Box 363 Fayetteville, NC 28302 678-2901	05/07			
<u>A Representative of the Fayetteville Cumberland County Ministerial Association</u> Dr. Allen McLaughlin Cumberland County Ministerial Council 1430 Hoke Loop Road Fayetteville, NC 28314-6489 867-0443	05/07			

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>A Representative of Primary Care</u> Dr. Eugene Wright 101 Robeson Street, Suite 400 Fayetteville, NC 28301 829-1705	05/07			
<u>A Representative of Cumberland County Department of Social Services</u> Director (or designee) Cumberland County Department of Social Services PO Box 2429 Fayetteville, NC 28302 677-2035	05/07			
<u>A Representative of the General Public</u> Louis Hackett 4184 Ferncreek Drive Fayetteville, NC 28314 323-3060/322-5324 (c)	05/07			
<u>A Representative of the Cumberland County Board of Commissioners</u> Commissioner Diane Wheatley Board of Commissioners PO Box 1829 Fayetteville, NC 28302 678-7772	05/07			

Contact: Dr. Sharon Cooper – 488-9304

Meetings: 3rd Thursday of each month, 6 pm, Child Advocacy Center – 336 Ray Ave.

APPLICANTS FOR
CHILD HOMICIDE IDENTIFICATION & PREVENTION COUNCIL

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BOOTH, YVONNE (B/F) 4568 TURQUOISE RD FAYETTEVILLE, NC 28311 488-7260	STUDENT	MEDICAL/ EDUC CNA MED TECH, PHLEBOTOMY TECH
DOUGLAS, BRENDA (B/F) 6109 GARDEN COURT FAYETTEVILLE, NC 28311 717-0123/677-2965 (W)	SOCIAL WORKER III	BA – PSYCHOLOGY
EDWARDS, TONEY (B/M) 3622 CLEARWATER DRIVE FAYETTEVILLE, NC 28311 822-4261/864-6262	REAL ESTATE BROKER	PUBLIC ADMIN DEGREE MORTUARY SCIENCE DEGREE
GRINDLE, SHEILA (W/F) 804 TULSA COURT FAYETTEVILLE, NC 28311 488-9020/286-7991 (W)	SOCIAL WORKER	BSW
HALCOMB, MARC (W/M) 144 TREETOP DRIVE #P FAYETTEVILLE, NC 28311 213-5258/574-0598 (W)	SECURITY SUPERVISOR	BS – POLITICAL SCIENCE
HOMER, MARILYN (/F) 701 EMELINE AVENUE FAYETTEVILLE, NC 28303 678-8020/609-0639 (W)	ADVERTISING/MARKETING SERVICES MANAGER	BA/GENERAL STUDIES
JOHNSON, LENNIE R. (W/M) 6360 SMITHFIELD WADE, NC 28395 980-1401	RETIRED – LAW ENFORCEMENT	SOME COLLEGE L.E. ACADEMY
O'DONNELL, DAWN 2072 BIRCHCREFT DRIVE FAYETTEVILLE, NC 28304 425-3619/916-1207 (W)	RETIRED ARMY/TAX PREPARER	AA – ACCOUNTING
VASILOPOULOS, NATALIE 1833 CAMELOT DRIVE FAYETTEVILLE, NC 28304 425-5116/(828) 467-9300 (C)	HOMEMAKER	BA – CRIMINAL JUSTICE
WHITTEMORE, APRIL (I/F) 4823 REDWOOD DRIVE FAYETTEVILLE, NC 28304 977-7796	HUMAN RESOURCES	DOUBLE MASTERS – COUNSELING/HR

J. BREEDEN BLACKWELL
Chairman

JEANNETTE M. COUNCIL
Vice Chairman

KENNETH S. EDGE
JOHN T. HENLEY, JR.
BILLY R. KING
EDWARD G. MELVIN
DIANE WHEATLEY



MARSHA S. FOGLE
Clerk to the Board

MARIE COLGAN
Deputy Clerk

BOARD OF COMMISSIONERS

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January 14, 2008

ITEM NO. 6C

February 4, 2008 Agenda Item

TO: Board of Commissioners

FROM: Marie Colgan, Deputy Clerk *Mc*

SUBJECT: Cumberland County Home and Community Care Block Grant
Committee Vacancies (2)

The Cumberland County Home and Community Care Block Grant Committee has the following vacancies:

Older Consumer:

Gretta Reese is no longer able to serve on this board.
Virginia Kelly has resigned from this board.

I have attached the current membership and applicant list for this board.

PROPOSED ACTION: Make nomination to fill the vacancies (2).

Attachments

pc: Carolyn Tracy, Mid-Carolina Area Agency on Aging

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APPLICANTS FOR
HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
HASAN, ANNIE R. (B/F) 1340 MCARTHUR RD FAYETTEVILLE, NC 28311 630-0688/482-3513 (W)	QUALIFIED MENTAL HEALTH PROFESSIONAL	M.Ed
MARSHALL, BARBARA SUMMEY (B/F) 7640 WILKINS DRIVE FAYETTEVILLE, NC 28311 488-2615/977-2303 (W)	VOLUNTEER/ADVOCATE RETIRED MILITARY **SERVES ON BOARD OF HEALTH**	MASTERS - RELIGIOUS EDUCATION

CUMBERLAND COUNTY
HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE
(PLANNING COMMITTEE FOR AGING SERVICES)
4 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Older Consumer</u> Elma Jorgensen 2321 Colgate Drive Fayetteville, NC 28305	1/07	1st	Dec/10 12/31/10	Yes
Janice Lucas P.O. Box 61 Falcon, NC 28342 980-1296	1/07	2nd	Dec/10 12/31/10	No
Mary Mack 5471 Maplewood Fayetteville, NC 28314 (filling an unexpired term) 867-9533	4/07	1 st	April/08 4/30/08	Yes
Edwin Deaver P.O. Box 127 Hope Mills, NC 28348	5/06	1st	May/10 5/31/10	Yes
Edith B. Melvin (B/F) 3016 Piney Mountain Drive Hope Mills, NC 28348 481-9951	4/05	1st	April/09 4/30/09	Yes
Gretta Reese 1721 Bridger Street Fayetteville, NC 28301 488-5909	5/04	2nd	April/08 4/30/08	No
Ethel Hennessee 647 Edgehill Road Fayetteville, NC 28314 (serving first full term) 867-8910	12/07	1st	Dec/11 12/31/11	Yes
Virginia Kelly 615 Regina Avenue Spring Lake, NC 28390 497-0494	12/03	1st	Dec/07 12/31/07	Yes

Home and Community Care Block Grant Committee, page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Aging Service Provider</u>				
Karin Simkin Department of Social Services PO Box 2429 Fayetteville, NC 28302-2429	4/05	1st	April/09 4/30/09	Yes
Rosa Crowe PO Box 64526 Fayetteville, NC 28306 (filling an unexpired term) 424-2993	4/07	1 st	April/09 4/30/09	Yes
Sam Hutchison Senior Health Services 101 Robeson Street, Suite 202 Fayetteville, NC 28301	4/05	2nd	April/09 4/30/09	No
Toney McCray Bethel Adult Day Health Care 1065 Progress Street Fayetteville, NC 28306 484-8727	12/07	2 nd	Dec/11 12/31/11	No
Katherine VanSickle CCCCOA, INC. 339 Devers Street Fayetteville, NC 28303 484-0111	1/06	1st	Dec/09 12/31/09	Yes
Tina Dicke Legal Aid of NC PO Box 1268 (filling an unexpired term) Fayetteville, NC 28302	4/07	1st	April/09 4/30/09	Yes
Judy Dawkins RSVP 739 Blue Street Fayetteville, NC 28301 433-1136	1/07	2nd	Dec/10 12/31/10	No
Patricia Edwards Hope Mills Sunshine Center 3226 Davis Street Hope Mills, NC 28348	1/07	2nd	Dec/10 12/31/10	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Aging Service Provider</u>				
Kristine Wagner (W/F) 130 Gillespie Street Fayetteville, NC 28301 436-0340/678-7624 (W)	1/07	1st	Dec/10 12/31/10	Yes
<u>Civic Representative</u>				
Crystal McNair United Way of Cumberland Co. PO Box 303 Fayetteville, NC 28302-0303	11/07	2 nd	Nov/11 11/30/11	No
<u>Elected Official</u>				
Richard Higgins Town of Spring Lake 1309 Mack Street Spring Lake, NC 28390 497-1027	2/07	1st	Dec/10 12/31/10	Yes
<u>County Representatives</u>				
Amy Cannon Assistant County Manager PO Box 1829 Fayetteville, NC 28302-1829				
Juanita Pilgrim Deputy County Manager PO Box 1829 Fayetteville, NC 28302-1829				

Meets the 3rd Thursday, 2nd month of quarter, at 2 pm at various service providers within county
Contact: Carolyn Tracy – 323-4191 x26; fax # 323-9330

J. BREEDEN BLACKWELL
Chairman

JEANNETTE M. COUNCIL
Vice Chairman

KENNETH S. EDGE
JOHN T. HENLEY, JR.
BILLY R. KING
EDWARD G. MELVIN
DIANE WHEATLEY



MARSHA S. FOGLE
Clerk to the Board

MARIE COLGAN
Deputy Clerk

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ITEM NO. 6D

January 14, 2008

February 4, 2008 Agenda Item

TO: Board of Commissioners
FROM: Marie Colgan, Deputy Clerk *MC*
SUBJECT: Cumberland Co. Juvenile Crime Prevention Council Vacancy (1)

The Cumberland County Juvenile Crime Prevention Council is requesting that Bernard Condlin be replaced on their board due to non-attendance (see attached letter). This is an At-Large position.

I have attached the current membership and applicant list for this Council.

PROPOSED ACTION: Make nomination to fill the vacancy.

Attachments

pc: Sarah Hemingway, CCJCPC Coordinator

Celebrating Our Past...Embracing Our Future



Cumberland County Juvenile Crime Prevention Council

Bringing Resources Together to Decrease Juvenile Crime and Strengthen Families and Communities

January 10, 2008

Melvin Lindsay,
Chairman

Lee Roberts, Vice Chair

Carol Hudson

Gene Hallock

John Clark

Debbie Jenkins

Dr. Polly Davis

Lt. Sherry Sparks

Geneva Mixon

Margarita Dostall

Krista Hancock

Sue Thomas

Michael Strickland

Beth A. Hall

Billy R. King

Archie Malloy

Greg Pitts

Juanita Pilgrim

Honorable Edward A.
Pone

Cheri Siler-Mack

Lt. Lynette Hodges

Rev. Brian Thompson

Tasha Jones, DJJDP
Consultant

Sarah Hemingway,
Coordinator

Bernard Condlin
309 Person Street
Fayetteville, NC 28301

Dear Mr. Condlin:

As chairman of the CCJCPC, one focus has been to improve the attendance among our members. While I realize everyone is busy and has increasing demands on their schedule, it is difficult to set aside time for the Council to meet and then be unable to conduct business due to the lack of a quorum. Poor meeting attendance negatively affects each of us individually and limits the effectiveness of the JCPC as a whole.

I have made several attempts over the past several months to contact you to discuss attendance and scheduling concerns as has our coordinator. Our bylaws state "members shall be considered to be inactive and subject to replacement when they have missed more than three (3) consecutive CCJCPC meetings without a written or oral explanation to the Chairperson as to why they were unable to attend the meeting". Apparently there appear to be conflicts that preclude your attendance. Consequently, the by-laws indicate the Council should move forward in recommending that the Commissioners find a replacement for your position on the Council. The consensus of the Council was to offer you an opportunity to rejoin the Council when you are better able to devote time to the meetings and when an opening is available.

It is my hope that in the near future your schedule will afford you more time to become involved with the Council. When that happens, please feel free to contact me at 433.1550 to discuss openings. I believe you have a great deal to offer the Council and we would appreciate the opportunity to work you work with us for the benefit of the youth and families in our community. If I may be of further service to you, please feel free to contact me.

Regards,

A handwritten signature in black ink, appearing to read "Melvin Lindsay, Sr.".

Melvin Lindsay, Sr.
CCJCPC Chairman

CUMBERLAND COUNTY
JUVENILE CRIME PREVENTION COUNCIL
(Two year terms)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Local School Superintendent or designee</u>				
Carol Hudson Cumberland County Schools P.O. Box 2357 Fayetteville, North Carolina 28302 Phone: 678-2495	1/99			
<u>Chief of Police or designee</u>				
Lt. Sherry Sparks Fayetteville Police Department 467 Hay Street Phone: 433-1910	11/05			
<u>Local Sheriff or designee</u>				
Lt. Lynette Hodges Cumberland County Sheriff's Office 131 Dick Street Fayetteville, North Carolina 28301 Phone: 677-5474	1/07			
<u>District Attorney or designee</u>				
Cheri Siler-Mack Assistant District Attorney District Attorney's Office 117 Dick Street, Suite 427 Fayetteville, North Carolina 28301 Phone: 678-2915	1/99			
<u>Chief Court Counselor or designee</u>				
Michael Strickland Department of Juvenile Justice P.O. Box 363 Fayetteville, North Carolina 28302 Phone: 678-2947	08/07			
<u>Director of Mental Health or designee</u>				
Debbie Jenkins Cumberland County Mental Health Center P.O. Box 3069 Fayetteville, North Carolina 28302 Phone: 323-0510	10/03			

Cumberland County Juvenile Crime Prevention Council Page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
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Director of Social Services or designee

Ms. Lee Roberts 1/99
Child Protection and Placement Treatment Program Manager
Cumberland County Department of Social Services
P.O. Box 2429
Fayetteville, North Carolina 28302-2429
Phone: 677-2422

County Manager or designee

Juanita Pilgrim, Deputy Co. Mgr. 1/99
Cumberland County Courthouse
P.O. Box 1829
Fayetteville, North Carolina 28302-1829
Phone: 678-7726

Chief District Judge or designee

Judge Ed Pone 1/99
P.O. Box 363
Fayetteville, North Carolina 28302
Phone: 678-2901

Health Director or designee

Archie Malloy 3/06
Jail Health Administrator
205 Gillespie Street
Fayetteville, North Carolina 28301
Phone: 672-5723

Parks and Recreation Representative

Melvin Lindsay 2/05
City of Fayetteville
Parks and Recreation Dept.
433 Hay Street
Fayetteville, North Carolina 28301
Phone: 433-1547

County Commissioner

Billy R. King 1/99
P.O. Box 1829
Fayetteville, NC 28302-1829
Phone: 678-7771

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Substance Abuse Professional</u>				
Gregory Pitts CC Mental Health - TASC PO Box 3069 (filling unexpired term – eligible for 2 full terms) Fayetteville, NC 28302 323-6136(W)	8/07	1 st full	Aug/09 8/31/09	Yes
<u>Member of Faith Community</u>				
Rev. Brian Thompson 3942 Gaithersburg Lane Hope Mills, NC 28348 (5/07 – term extended to 8/31/07 and renewed to 8/09) 436-2462/867-2708(W)	5/07	1 st	Aug/09 8/31/09	No
<u>Person Under Age 21</u> vacant (vacated by Shakeema Burns)				
<u>Juvenile Defense Attorney</u>				
Beth A. Hall 4508 Weaverhall Drive Fayetteville, NC 28314 257-0847(Cell)	9/06	1 st full	Aug/08 8/31/08	Yes
<u>Member of Business Community</u>				
Gene Hallock 173 Aloha Drive Fayetteville, NC 28311 822-5409	8/07	2 nd	Aug/09 8/31/09	No
<u>United Way or Non-Profit</u>				
Margarita Dostall ESL Dept (Extended from 1-31-08 to 8-31-08 on 12-17-07) Ashley Elementary 810 Trainer Drive Fayetteville, NC 28304 484-1176	12/07	2 nd	Aug/08 8/31/08	No
<u>At Large Representatives</u>				
Henry Berry 1722 Eldridge Street Fayetteville, NC 28301 396-5521 (W)	8/07	1 st	Aug/09 8/31/09	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
John Clark Juvenile Assessment Center 121 Lamon Street Fayetteville, North Carolina 28301 Phone: 323-5070/433-1116	9/06	1st full	Aug/08 8/31/08	Yes
Dr. Polly Davis FTCC P.O. Box 35236 Fayetteville, North Carolina 28303 Phone: 678-8322	8/07	1st	Aug/09 8/31/09	No
Bernard Condlin 309 Person Street Fayetteville, North Carolina 28304 Phone: 484-8195	8/07	1 st	Aug/09 8/31/09	Yes
Sue Thomas 3741 Harrisburg Drive Fayetteville, North Carolina 28306 Phone: 425-8868	8/07	1st	Aug/09 8/31/09	No
Geneva Mixon PO Box 1829 Fayetteville, North Carolina 28302 Phone: 323-3421(W)	8/07	1 st	Aug/09 8/31/09	Yes
Krista Hancock 4H Agent – Cooperative Extension 301 E. Mountain Drive Fayetteville, North Carolina 28306 Phone: 321-6867	4/06	2nd	Apr/08 4/30/08	No

Non-Voting Member

Cindy Holmes
DJJDP Regional Consultant
108 N. Orange Street
Dunn, North Carolina 28334
Phone: 919-733-3388(W)

Meetings: Second Wednesday of each month at 8:00 AM. CC CommuniCare Conference Room – 711B Executive Place

Contact: Sarah Hemingway – Phone: 829-9017 - Fax: 485-4752

APPLICANTS FOR
JUVENILE CRIME PREVENTION COUNCIL

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BRIGGS, BENITA Y. (B/F) 1116 BINGHAM DRIVE FAYETTEVILLE, NC 28304 822-1154/672-1294 (W) **SERVES ON THE ADULT CARE HOME ADVISORY BOARD**	OFFICE ASSISTANT IV	BA IN HISTORY; 08 GRAD – BA IN SOCIOLOGY
CARTER, JAMES M. (W/M) 1212 CASTLEROCK DRIVE FAYETTEVILLE, NC 28304 484-4550/678-9896 (W)	PART-TIME TEACHER MEDIA PRODUCTION	BS - COMMUNICATIONS MINOR IN ART CONTINUING EDUC.
DAVIS, CHRISTOPHER (W/M) 7441 WILKINS DRIVE FAYETTEVILLE, NC 28311 482-4106/433-1825	POLICE OFFICE	BS, CRIMINAL JUSTICE M.P.A. – PUBLIC ADMIN
DILLON, MARY E. (/F) 3209 MCCHOEN DRIVE FAYETTEVILLE, NC 28301 822-2045/678-8348(W)	BASIC SKILLS INSTRUCTOR	BS – ELEM. EDUCATION
FENNER, SHANESSA L. (B/F) 5710-08 IVANHOE COURT FAYETTEVILLE, NC 28314 487-9603/483-4037(W)	PRINCIPAL	BA – ELEM. EDUCATION MA – ELEM. EDUCATION MSA – SCHOOL ADMIN.
HAIR, ANTHONY D. (B/M) 6344 MURPHY ROAD STEDMAN, NC 28391 486-9794/592-1575 (W)	CUSTOMER SOLUTIONS REP	BS – EDUCATION
JACKSON, CRYSTAL EVE (B/F) 6422 KINGCROSS AVENUE FAYETTEVILLE, NC 28304 426-3351	SITTER FOR THE ELDERLY	EXPECTED BA 12/07 IN CRIMINAL JUSTICE
MARSHALL, BARBARA SUMMEY (B/F) 7640 WILKINS DRIVE FAYETTEVILLE, NC 28311 488-2615/977-2303(W) **SERVES ON THE BOARD OF HEALTH**	NAVY RESERVE CHAPLAIN	BA – PSYCHOLOGY MA – RELIGIOUS ED. DR. OF MINISTRY
McALLISTER, MEREDITH (B/F) 553 HOLLYBERRY LANE FAYETTEVILLE, NC 28314 867-8564/222-8751 (W)	CERTIFIED PERSONAL FINANCE COUNSELOR	BUSINESS – UNC AT CHAPELL HILL
McLAMB, CHRIS (W/M) 5005 SOUTH RIVER SCHOOL RD WADE, NC 28395 483-0973/(919)716-3039 (W)	PROGRAM DIRECTOR NC DEPT OF CORRECTIONS	BA – SOCIOLOGY

JUVENILE CRIME PREVENTION COUNCIL APPLICANTS, PAGE 2

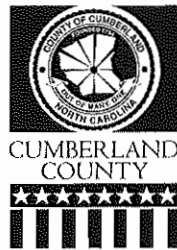
EDUCATIONAL

NAME/ADDRESS/TELEPHONE	OCCUPATION	BACKGROUND
MITCHELL, SANDRA (B/F) 121 MULLINS AVENUE FAYETTEVILLE, NC 28301 483-2978/323-2732 (W)	BUSINESS OWNER	HS; VOCATIONAL TRNG
PAUL, ROBIN (B/F) 363 KIMBERWICKE DRIVE FAYETTEVILLE, NC 28311 424-2278/237-2829 (W)	SELF-EMPLOYED CARE FINDERS FIRST	MASTERS-TEACHING READING K-6
POPE, RITA J. (B/F) 679 BARTON'S LAND PL #4 FAYETTEVILLE, NC 28314 864-4993	RETIRED JAILER	SOME COLLEGE
SALLEY, LUKE (B/M) 104 UNIVERSITY AVENUE FAYETTEVILLE, NC 28301 364-8505/483-0121 (W)	RETIRED CORRECTIONAL CAPTAIN	BA – ECONOMICS & ACCOUNTING
SULLIVAN, JOSEPH (Joe) (W/M) 2906 HIGH PLAINS DRIVE HOPE MILLS, NC 28348 717-1619/723-9227 (C)	SUBSTITUTE – RETIRED TEACHER	2 YR MASTERS
VASILOPOULOS, NATALIE 1833 CAMELOT DRIVE FAYETTEVILLE, NC 28304 425-5116/(828) 467-9300 (C)	HOMEMAKER	BA – CRIMINAL JUSTICE
WIGGS, CECIL (W/M) 6213 STONEY POINT LOOP FAYETTEVILLE, NC 28306 425-8557	RETIRED SCHOOL TEACHER	MASTERS -EDUCATION

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Chairman

JEANNETTE M. COUNCIL
Vice Chairman

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JOHN T. HENLEY, JR.
BILLY R. KING
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Clerk to the Board

MARIE COLGAN
Deputy Clerk

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January 14, 2008

ITEM NO. 6E

February 4, 2008 Agenda Item

TO: Board of Commissioners
FROM: Marie Colgan, Deputy Clerk *MC*
SUBJECT: Nursing Home Advisory Board Vacancy (1)

The Nursing Home Advisory Board has the following vacancy:

Edgar Merritt was recently reappointed to his first term, but we have been advised by this board that Mr. Merritt has never attended any trainings or meetings for this board and they are asking that he be replaced.

I have attached the current membership and applicant lists for this board.

PROPOSED ACTION: Make nomination to fill the vacancy.

Attachments

pc: Andrea Wright-Valdez, Mid-Carolina Area Agency on Aging

Celebrating Our Past...Embracing Our Future

NURSING HOME ADVISORY BOARD
3 Year Term
(Initial Appointment One Year)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Mandella Edwards (/F) 4151 Village Drive Fayetteville, NC 28304 429-0790(H)	4/07	1 st	April/10 4/30/10	Yes
Tom Lloyd (W/M) 1306 Berkshire Road Fayetteville, NC 28305 484-6762/678-7618(W)	9/07	Initial	Sept/08 9/30/08	Yes
Martha McKoy P.O. Box 42152 Fayetteville, NC 28309 423-0771	9/05	1st	Sept/08 9/30/08	Yes
Edgar F. Merritt (B/M) 1506 Boros Drive Fayetteville, NC 28303 822-2976/286-2552 (W)	12/06	Initial	Dec/07 12/31/07	Yes
William R. Nichols(W/M) 1240 Magnolia Church Road Stedman, NC 28391 483-3934/433-1924(W)	2/07	1 st	Feb/10 2/28/10	Yes
Hervenna Pannell (B/F) 1821 Eichelberger Drive Fayetteville, NC 28303 822-8516/907-9355(W)	2/06	1st	Feb/09 2/28/09	Yes
Clyde E. Hammond (W/M) 1802 Flintshire Road Fayetteville, NC 28304 425-2774	09/07	Initial	Sept/08 09/30/08	Yes
Teresa Rena McNeill (B/F) 3518 Pickerel Street Fayetteville, NC 28306 480-0313/483-3648 x1109 (W)	9/07	Initial	Sept/08 9/30/08	Yes
Toney Edwards (W/M) 3622 Clearwater Drive Fayetteville, NC 28311 822-4261/864-6262	1/08	Initial	Jan /09 1/31/09	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Stephanie Hodges (W/F) 3424 Harrisburg Road Fayetteville, NC 28306 429-9300/292-5651 (C)	6/07	Initial	June/08 6/30/08	Yes
Lora L. Watson 1516 Chedington Road Hope Mills, NC 28348 485-3558/824-0993	4/07	2 nd	April/10 4/30/10	No

CONTACT: Andrea Wright-Valdez, Mid-Carolina Area Agency on Aging
P. O. Box 1510, Fayetteville, NC 28302, (Phone: 323-4191, ext. 25)

Quarterly, (March, June, September & December) at 10:00 AM on the first Wednesday - at various nursing homes in the county.

APPLICANTS FOR
NURSING HOME ADVISORY BOARD

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BOOTH, YVONNE (B/F) 4568 TURQUOISE RD FAYETTEVILLE, NC 28311 488-7260	STUDENT	MEDICAL/ EDUC CNA MED TECH, PHLEBOTOMY TECH
BRIGGS, DR. JOHN G. (W/M) 2910 HYBART STREET FAYETTEVILLE, NC 28303 867-1493	RETIRED PLASTIC SURGEON	DR OF MEDICINE BS – BIOLOGY
CARAMANNO, DELL (W/F) 5578 QUIETWOOD PLACE FAYETTEVILLE, NC 28304 423-2622	RETIRED	SOME COLLEGE
HASAN, ANNIE R. (B/F) 1340 MCARTHUR RD FAYETTEVILLE, NC 28311 630-0688/482-3513 (W)	QUALIFIED MENTAL HEALTH PROFESSIONAL	M.Ed
HOMER, MARILYN (/F) 701 EMELINE AVENUE FAYETTEVILLE, NC 28303 678-8020/609-0639 (W)	ADVERTISING/MARKETING SERVICES MANAGER	BA/GENERAL STUDIES
PAUL, ROBIN (B/F) 363 KIMBERWICKE DRIVE FAYETTEVILLE, NC 28311 424-2278/237-2829 (W)	SELF-EMPLOYED CARE FINDERS FIRST	MASTERS-TEACHING READING K-6
TOMLINSON-KNOELL, REV. NANETTE 609 TIMBERLINE DRIVE FAYETTEVILLE, NC 28311 339-2201/489-2981	PASTOR	BA – ELEMENTARY EDUC. MASTER OF DIVINITY

J. BREEDEN BLACKWELL
Chairman

JEANNETTE M. COUNCIL
Vice Chairman

KENNETH S. EDGE
JOHN T. HENLEY, JR.
BILLY R. KING
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ITEM NO. 6F

January 29, 2008

February 4, 2008 Agenda Item

TO: Board of Commissioners
FROM: Marie Colgan, Deputy Clerk *MC*
SUBJECT: Wrecker Review Board Vacancies (3)

The Wrecker Review Board will have the following vacancies as of February 28, 2008:

State Highway Patrol Appointee

Sgt. Scott Canady – is no longer able to serve and a request has been made for **Sgt. Tracy T. Coleman** to complete his unexpired term.

Wrecker Licensee Appointees

Philip McCorquodale – Completes first term, but a request has been made for **Tracy Logan** to complete his unexpired term (see attached).

Larry Sessoms – Completes second term and is not eligible for reappointment. A request has been made to place **Gary Holder** in this slot.

I have attached the current membership list and applicant list for this board.

PROPOSED ACTION: Make nominations to fill the vacancies (3).

Attachment

pc: Deputy Greg Gwarek, Sheriff's Office

Celebrating Our Past...Embracing Our Future



**EARL R. BUTLER, SHERIFF
CUMBERLAND COUNTY SHERIFF'S OFFICE**



An Internationally Accredited Law Enforcement Agency

To: Cumberland County Commissioners

January 29, 2008

From: Deputy Gregory P. Gwarek
Wrecker Inspector
Cumberland County S.O.

Sir:

In order to bring the County Rotation Wreckers up to the standard of Chapter 9, Article IV of the Cumberland County Code of Wrecker and Tow Service, it was necessary to have an election by the Business operators to fill two positions in accordance with Section 9-62.

Unfortunately, do to time constraints and juggling two separate sections, my predecessor in an attempt to get the Review Board filled, filled the positions without a majority vote of the operators. I have recently taken over the position and have more time to dedicate to insuring the Rotation Wrecker System is in accordance with the applicable Articles. One of the problems I had to confront was a feeling of discontent by some of the owner/operators about how the previous two members were selected. Mr. McCorquodales name was placed on the ballot along with other interested persons. A vote by the operators placed him third behind Mr. Tracy Logan and Mr. Gary Holder.

I have included a copy of Chapter 9; Article IV with this correspondence. The applicable portion is Section 9-62.

Gregory P. Gwarek
Deputy Sheriff
Wrecker Inspector

- (a) Every Operator shall secure in a safe manner any vehicle, or personal property contained in said vehicle, that comes into the Operator's custody pursuant to responding to the Rotation Lists. The area within which said vehicle and/or personal property shall be stored shall meet the minimum requirements of Section 9-58(d). If, at the time the vehicle was towed, the Operator's storage area was full, then the Operator shall secure the vehicle and/or personal property elsewhere as designated by the N.C. Highway Patrol or **the Sheriff's Office**. If a vehicle or personal property in the Operator's custody has been confiscated under any statutes or is evidence in a criminal investigation, and the Operator's storage area is full, then the Operator shall immediately contact the Wrecker Inspector or the Highway Patrol desk sergeant on duty and follow their written instruction to secure the vehicle and/or personal property in a safe manner. An Operator shall take reasonable precautions to secure and keep safe from damage vehicles and personal property stored by it. An Operator shall not be deemed in violation of this article if the Operator has taken such reasonable precautions and a vehicle is nevertheless damaged or property is stolen from the storage area.
- (b) Whenever a vehicle is impounded and held as evidence following a criminal arrest, the Sheriff's Office will be liable for reimbursing the vehicle's owner for any towing and storage fees incurred during the period of time that the car is held for evidentiary purposes only upon the following conditions:
- (1) If the owner was not arrested for any crime arising out of the alleged criminal activity resulting in the impoundment; or
 - (2) If the vehicle was returned pursuant to the provisions of N.C.G.S. 90-112.1, or.
 - (3) If the owner is arrested, if his charge is dismissed upon a judicial determination of no probable cause.

Section 9-62. WRECKER REVIEW BOARD

There is hereby established a Wrecker Review Board to hear appeals from any decision of the Wrecker Inspector pursuant to this article, advise the Wrecker Inspector as to the regulations needed to enforce this ordinance, and to recommend amendments to the fee schedule and the Regulations. The board shall be composed of a chairman, two (2) individuals selected by the a majority vote of all operators, one (1) individual appointed by the Sheriff holding the rank of Sergeant or higher, and one (1) individual appointed by the Commander, Troop B North Carolina Highway Patrol. The chairman shall be selected by the County Board of Commissioners, and shall be a disinterested person who is not a Operator, wrecker owner or Operator, or a county employee. All members shall serve for a term of two years, and no member shall serve more than two (2) consecutive terms. The Wrecker Inspector shall serve as a nonvoting advisor and to bring complaints to the Wrecker Review Board.

APPLICANTS FOR
WRECKER REVIEW BOARD

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
GABRIEL, GRANT (W/M) 3690 RAEBURN COURT FAYETTEVILLE, NC 28314 678-8995/907-0203 (W)	EDUCATOR ADMINISTRATOR	BS, MS, M. ED, ED. D
HAMMOND, CLYDE E. (W/M) 1802 FLINTSHIRE ROAD FAYETTEVILLE, NC 28304 425-2774 **serves on the Nursing Home Advisory Board**	RETIRED – VOLUNTEER HOSPICE CHAPLAIN	BACHELORS DEGREE
JOHNSON, LENNIE R. (W/M) 6360 SMITHFIELD WADE, NC 28395 980-1401	RETIRED – LAW ENFORCEMENT	SOME COLLEGE L.E. ACADEMY
SANTIAGO, JOSEPH (B/M) 7935 LESTER DRIVE FAYETTEVILLE, NC 28311-7420 213-5345/670-4143 (W)	PAINT & BODY RESTORATION	NOT LISTED

11/06

WRECKER REVIEW BOARD
2 Year Term

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>County Appointee</u>				
Chuck Epler Eagle Motor Company 4619 Bragg Blvd. Fayetteville, NC 28303 867-8585	04/06	2nd	Apr/08 04/30/08	No
<u>Sheriff's Appointees</u>				
Lt. John Legette Cumberland County Sheriff's Office 131 Dick Street Fayetteville, NC 28301	04/06 (to fill unexpired term)	2nd	Nov/08 11/30/08	No
<u>Wrecker Licensee Appointees</u>				
Philip McCorquodale Philip's Towing Service 327 Alexander Street Fayetteville, NC 28301 323-9600	02/06	1st	Feb/08 02/28/08	Yes
Larry Sessoms Larry's Towing Service P.O. Box 36166 Fayetteville, NC 28303 425-1050/237-0891(Cell)	02/06	2nd	Feb/08 02/28/08	No
<u>State Highway Patrol Appointee</u>				
Sgt. Scott Canady State Highway Patrol 2435 Gillespie Street Fayetteville, NC 28306 486-1334	02/06	1st	Feb/08 02/28/08	Yes

Contact: Deputy Greg Gwarek, Sheriff's Office
Phone: 321-6767
Fax # 321-6969

Meetings as needed.

**NORCRESS WATER & SEWER DISTRICT GOVERNING BOARD AGENDA
SPECIAL MEETING
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE – ROOM 118
FEBRUARY 4, 2008
9:00 AM**

INVOCATION

1. Items of Business
 - A. Approval of minutes for the September 4, 2007 regular meeting.
 - B. Approval of a Budget Revision No. B08-212/212A for the NORCRESS Project.

ADJOURN THE FEBRUARY 4, 2008 SPECIAL MEETING OF THE NORCRESS WATER & SEWER DISTRICT GOVERNING BOARD.

THIS MEETING WILL BE BROADCAST LIVE ON TIME WARNER COMMUNITY CHANNEL 7.

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	NORCRESS #21
Budget Revision No.	B08-212
Date Received	1/18/2008
Date Completed	

Fund No. 009 Agency No. 450 Organ. No. 450A

Organization Name: NORCRESS Project

NORCRESS
ITEM NO. 1B

REVENUE

pg 1 of 3

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4008	USDA Rural Development Grant	4,140,000	0	4,140,000
453E	NC Rural Center Grant	2,688,781	0	2,688,781
4677	Cumberland County Schools Co-Sponsor	325,000	0	325,000
4678	Facility Investment Fee	500,000	0	500,000
4679	Community Development Co-Sponsor	603,366	0	603,366
6681	Tap Fees	72,192	0	72,192
9134	Transfer from Fund 250 (Co. Water & Sewer)	204,629	0	204,629
9296	Bond Anticipation Notes	1,250,000	0	1,250,000
9901	Fund Balance Appropriated	0	199,045	199,045
Total		9,783,968	199,045	9,983,013

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3110	NAA	Legal	30,000	0	30,000
3630	NAB	C.O. Land (easements, right of way)	47,125	0	47,125
3747	NAC	Engineering	794,936	0	794,936
3757	NAD	Facility Investment Fee	500,000	0	500,000
3758	NAE	Eastover Approach Main	576,969	0	576,969
379A	NAK	Construction - North Wade	2,026,614	0	2,026,614
379B	NAL	Construction - South Wade	1,682,594	0	1,682,594
379C	NAM	Construction - Falcon	1,509,489	0	1,509,489
379D	NAN	Construction - Godwin	1,609,140	0	1,609,140
379E	NAP	Construction - Pump Station	876,627	0	876,627
3809	NAG	Capitalized Interest	18,700	0	18,700
3419	NAQ	Miscellaneous	50,474	0	50,474
389T	NAR	Transfer to Fund 253	61,300	199,045	260,345
Total			9,783,968	199,045	9,983,013

Justification:

Revision in the amount of \$199,045 to appropriate fund balance so that all remaining cash (\$199,044.80) in the completed NORCRESS Project Fund can be transferred to the NORCRESS Administration Fund.

Funding Source:

State: _____
Other: _____

Federal: _____
Fees: _____

Fund Balance:

County: _____ New: _____
Prior Year: _____

Other: _____

Submitted By: _____

Date: _____

NEA Department Head

Reviewed By: *Bob Tucker*

Date: *1/22/08*

Finance Department

Reviewed By: *Amber Cannon*

Date: *1/30/08*

Assistant County Mgr

Approved By:

Date: _____

County Manager

Board of County
Commissioners

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B08-212A
Date Received	1/18/2008
Date Completed	

Fund No. 253 Agency No. 450 Organ. No. 450E
 Organization Name: NORCRESS Administration

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REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9129	Transfer from Fund 009	0	199,045	199,045

Total

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3435	695	Maintenance & Repair - Other	25,000	199,045	224,045

Total 25,000 199,045 224,045

Justification:

Revision in the amount of \$199,045 to budget transfer of all remaining cash (\$199,044.80) in the completed NORCRESS Project Fund to the NORCRESS Administration Fund.

Funding Source: Fund Balance: Other: _____
 State: _____ Federal: _____ County: _____ New: _____
 Other: _____ Fees: _____ Prior Year: _____

Submitted By: _____
 Department Head

Date: _____

Not
 Reviewed By: Bob Sucher
 Finance Department

Date: 1/22/08

Reviewed By: Amya Cannon
 Assistant County Mgr

Date: 1/30/08

Approved By:	
County Manager	Date: _____
Board of County Commissioners	Date: _____

B A L A N C E S H E E T A C C O U N T B A L A N C E

	FUND	BS ACCOUNT	SHORT NAME	BS ACCOUNT BALANCE	BEGIN DAY BALANCE	ACCOUNT TYPE	EXCEPT IND
	=====	=====	-----	-----	-----	-----	-----
01-	009	1002	CENTURA G/AC	199,044.80	199,044.80	01	
02-	009	1140	S/T REC CUMB	0.00	0.00	01	
03-	009	1457	DUE FR FALCO	0.00	0.00	01	
04-	009	1458	DUE FR GODWI	0.00	0.00	01	
05-	009	1475	DUE FR NC	0.00	0.00	01	
06-	009	1480	DUE FR FEDS	0.00	0.00	01	
07-	009	1512	IMPROV BLDGS	9,522,108.86	9,522,108.86	01	
08-	009	1513	DEPR IMP BLD	-353,653.16	-353,653.16	01	*
09-	009	1520	C.I.P.	0.00	0.00	01	
10-	009	2010	VOUCHERS PAY	0.00	0.00	02	
11-	009	2011	ACCTS PAYABL	0.00	0.00	02	
12-	009	2016	CONTRACT PAY	0.00	0.00	02	
13-	009	2018	RETNGE PAY	0.00	0.00	02	
14-	009	2136	DUE FALCON	0.00	0.00	02	

ITEM NO. 7A

CLOSED SESSION

**Economic Development Matter(s)
Pursuant to NCGS 143-318.11(a)(4)**

ITEM NO. 7B

CLOSED SESSION

**Personnel Matter(s) Pursuant
to NCGS 143-318.11(a)(6)**