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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**COURTHOUSE – ROOM 118**  
**JUNE 16, 2014**  
**6:45 PM**

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INVOCATION - Commissioner Jeannette Council, Chairman

PLEDGE OF ALLEGIANCE – Layla Lynd, Age 6, Kindergarten  
C. Wayne Collier Elementary School

**PUBLIC COMMENT PERIOD (6:45 PM – 7:00 PM)**

1. Approval of Agenda
2. Consent Agenda **(Pgs. 8-157)**
  - A. Approval of minutes for the May 29, 2014 Special Meeting for the FY15 Budget Presentation, June 2, 2014 regular meeting, June 2 and June 3, 2014 Special Meetings for Closed Session – Personnel Matters and the June 4, 2014 Special Meeting for FY15 Budget Work Session.
  - B. Approval of Proposed Additions to the State Secondary Road System: **(Pg. 8)**  
  
Acorn Ridge Subdivision: Snowy Egret Drive (From Oxnop Ct. to Gray Goose Lp), Adfern Place, Cliff Swallow Drive, Feathercombe Court, Puffin Place, Crain Court, Saltwood Drive (SR 4302 Ext.), Stornoway Court, Kilt Rock Way
  - C. Approval of Cumberland County Policy Committee Report and Recommendation(s):
    - 1) Approval of an Ordinance Regulating the Use of Water & Sewer Facilities Operated by the County of Cumberland. **(Pg. 11)**
  - D. Approval of Bus Stop License Agreement for City of Fayetteville. **(Pg. 27)**
  - E. Approval of Grant of Permission for City of Fayetteville to Encroach on County Property. **(Pg. 33)**

- F. Approval of the FY 2014-2015 Home and Community Care Block Grant for Older Adults Agreement Between County of Cumberland and Mid-Carolina Area Agency on Aging. **(Pg. 36)**
- G. Approval of Exemption of Request for Qualification Based Selection for Engineering Services for ADA Study Update. **(Pg. 58)**
- H. Approval of Ordinance of Assessing Property for the Cost of Demolition:
- 1) Case Number: MH 277-2013 **(Pg. 60)**  
Property Owner: Ida Mae Flood Heirs  
Property Location: 4920 Wall Street, Linden, NC  
Parcel Identification Number: 0574-75-1514
  - 2) Case Number: MH 109-2013 **(Pg. 62)**  
Property Owner: Donnie Ray Vause Heirs & Richard J. Jarvis  
Property Location: 3921 Nashville Drive, Fayetteville, NC  
Parcel Identification Number: 0424-75-6077
  - 3) Case Number: MH 286-2013 **(Pg. 64)**  
Property Owner: Eddie E. & Vanessa C. Taylor, Jr. & Chase Home Finance, LLC  
Property Location: 2501 Quail Forest Drive, Fayetteville, NC  
Parcel Identification Number: 0405-95-4474
- I. Approval of the Cumberland County Juvenile Crime Prevention Council Contracts Representing Funding Allocations for July 1, 2014 through June 30, 2015. **(Pg. 66)**
- J. Approval of Alcoholic Beverage Control (ABC) Board Travel Policy. **(Pg. 74)**
- K. Approval of Payment of Past Year Invoices for Services Rendered to Cumberland County by Long Leaf Lawn & Garden, Inc. **(Pg. 86)**
- L. Approval of Lease of Office Space to Coastal Horizons Center, Inc. **(Pg. 87)**
- M. Approval of FY 2015 Federal Legislative Agenda. **(Pg. 96)**
- N. Approval of Proclamation Proclaiming June 2014 as “Homeownership Month” in Cumberland County”. **(Pg. 136)**
- O. Approval of Proclamation Proclaiming July 24-25<sup>th</sup>, 2014 as “Community Homeless Stand Down” in Cumberland County. **(Pg. 138)**



P. Budget Revisions: **(Pgs. 140-157)**

(1) Juvenile Crime Prevention Programs **(Pg. 140)**

Revision in the amount of \$25,000 to reallocate budgeted expenditures and revenues to offset decrease in foster care board revenue due to a decrease in number of children currently in the group homes. (B14-403 and B14-403A) **Funding Source – Reallocation of Budgeted Expenditures and Revenues**

(2) Group Health Insurance **(Pg. 142)**

Revision in the amount of \$500,000 to appropriate fund balance for projected claims and the year-end “Incurred But Not Reported” estimates for the annual audit. (B14-398) **Funding Source – Fund Balance Appropriated**

(3) Retiree Health Insurance **(Pg. 143)**

Revision in the amount of \$500,000 to appropriate fund balance for projected claims and the year-end “Incurred But Not Reported” estimate for the annual audit. (B14-399) **Funding Source – Fund Balance Appropriated**

(4) Workers’ Compensation **(Pg. 144)**

Revision in the amount of \$500,000 to appropriate fund balance for projected claims and the year-end “Incurred But Not Reported” estimate for the annual audit. (B14-396) **Funding Source – Fund Balance Appropriated**

(5) Health **(Pg. 145-147)**

a. Laboratory - Revision in the amount of \$8,000 to recognize additional fees earned. (B14-405) **Funding Source – Fees (Pg. 145)**

b. Jail Health - Revision in the amount of \$51,764 to reallocate budgeted expenditures and appropriate fund balance to provide payment for medical care of inmates. (B14-406) **Funding Source – General Fund Fund Balance Appropriated (Pg. 146)**

c. Sexually Transmitted Disease Clinic – Revision in the amount of \$50,000 to budget fees expected to earn in the amount of \$10,000 and appropriate health fund balance in the amount of \$40,000 to provide Locum Tenens provider and lab services. (B14-407) **Funding Source – Fees and Health Fund Balance (Pg. 147)**

(6) Overhills Park Sewer Project **(Pg. 148)**

Revisions in the total amount of \$3,370,800 to establish an initial estimated budget for the Overhills Park Sewer Project. The project will be funded by a loan in the amount of \$819,000, a USDA Grant in the amount of \$2,503,000 and a contribution from the County in the amount of \$50,700. The County previously transferred \$99,500 from the County Water and Sewer organization to provide “seed money” for the project. This transfer exceeds the required County contribution by \$48,800 and the excess will be transferred back to the County Water and Sewer organization. (B14-397 and B14-397A) **Funding Source – Loan, Grant and County**

(7) Soil and Water Conservation District **(Pg. 150)**

Revision in the amount of \$2,279 to recognize revenue earned from fundraisers. (B14-389) **Funding Source - Other**

(8) Cooperative Extension **(Pg. 151)**

Revision in the amount of \$8,000 to recognize grant awarded from Youth Growth Stock Trust to renovate a kitchen for youth training and education programs. (B14-390) **Funding Source – Grant**

(9) Cooperative Extension Programs **(Pg. 152)**

Revision in the amount of \$1,500 to recognize funds received for “Power of 15” project. (B14-386) **Funding Source – Other**

(10) Senior Aides **(Pg. 153)**

Revision in the amount of \$13,995 to recognize additional federal funds for participants. (B14-404) **Funding Source – Federal**

(11) General Litigation Fund **(Pg. 154)**

Revision in the amount of \$25,000 to appropriate fund balance for outside professional legal services. (B14-412) **Funding Source – General Litigation Fund Balance**

- (12) School C.O. Category III – Vehicles **(Pg. 155)**

Revision in the amount of \$228,000 to appropriate fund balance to budget expenditures for new vehicles for new School Resource Officers. (B14-411) **Funding Source – Sales Tax**

- (13) Inmate Welfare Fund **(Pg. 157)**

Revision in the amount of \$187,500 to recognize additional fees received to offset expenditures for the remainder of the fiscal year. (B14-410) **Funding Source - Fees**

3. Public Hearings **(Pgs. 158-180)**

**Uncontested Rezoning Case**

- A. Case P14-22: Rezoning of 8.32+/- acres from A1 Agricultural to R40 Residential, or to a more restrictive zoning district; located at 3529 Thrower Road; submitted by Vance Upton Tyson, Jr. on behalf of Vance Upton Tyson Heirs (owner) and Timothy Evans. **(Pg. 158)**

**Staff Recommendation: 1<sup>st</sup> Motion: Find the request consistent with the LUP and approve and adopt the reasonableness statement; 2<sup>nd</sup> Motion: Approve R40**

**Planning Board Recommendation: Approve Staff Recommendation**

- B. Case P14-23: Rezoning of 4.63+/- acres from R40 Residential to R30 Residential, or to a more restrictive zoning district; located on the northwest side of US 401 (Ramsey Street), east of SR 1609 (W Reeves Bridge Road); submitted by Arnell Vanessa Bobbitt (owner). **(Pg. 161)**

**Staff Recommendation: 1<sup>st</sup> Motion: Find the request consistent with the LUP and approve and adopt the reasonableness statement; 2<sup>nd</sup> Motion: Approve R30**

**Planning Board Recommendation: Approve Staff Recommendation**

- C. Case P14-25: Rezoning of 1.00+/- acre from A1 Agricultural to C(P) Planned Commercial, or to a more restrictive zoning district; located on the north side of NC Hwy 24 (Clinton Road), west of SR 1853 (John Nunnery Road), submitted by Jerry G. and Tammy B. Taylor (owners) and Robert M. Bennett, RLS. **(Pg. 164)**

**Staff Recommendation: 1<sup>st</sup> Motion: Find the request consistent with the LUP and approve and adopt the reasonableness statement; 2<sup>nd</sup> Motion: Approve C(P)**

**Planning Board Recommendation: Approve Staff Recommendation**

### **Minimum Housing Code Enforcement**

- D. Case Number: MH 280--2013 **(Pg. 167)**  
Property Owner: Eunice Stephens  
Property Location: 5007 Carolina Wren Drive, Fayetteville, NC  
Parcel Identification Number: 0471-47-6771

### **Other Public Hearings**

- E. Public Hearing on the Edward Byrne Memorial Justice Assistance Grant (JAG). **(Pg. 173)**

### **ITEMS OF BUSINESS** **(Pgs. 180-219)**

4. Consideration of Bullard Circle Preliminary Assessment Resolution. **(Pg. 180)**
5. Consideration of Lease of Office Space with Alliance Behavioral Healthcare. **(Pg. 183)**
6. Consideration of Approval of FY2015 Cumberland County Budget Ordinance. **(Pg. 191)**
7. Nominations to Boards and Committees **(Pgs. 207-211)**
  - A. Joint Appearance Commission (1 Vacancy) **(Pg. 207)**
8. Appointments to Boards and Committees **(Pgs. 212-218)**
  - A) Cumberland County Juvenile Crime Prevention Council (JCPC) (1 Vacancy) **(Pg. 212)**

#### **United Way or Non-Profit:**

**Nominee:** Linda Blanton (Reappointment)

- B) Parks and Recreation Advisory Board (2 Vacancies) **(Pg. 217)**

**Nominees:** Scott Pope

Ashley Hankins

**RECESS THE BOARD OF COMMISSIONERS' MEETING.**

**CONVENE THE OVERHILLS PARK WATER & SEWER DISTRICT GOVERNING BOARD MEETING (SEE SEPARATE AGENDA) / ADJOURN (Pgs. 219-222)**

**RECONVENE THE REGULAR BOARD OF COMMISSIONERS MEETING.**

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

**ADJOURN**

**THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE – [WWW.CO.CUMBERLAND.NC.US](http://WWW.CO.CUMBERLAND.NC.US). LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.**

**THE MEETING WILL ALSO BE BROADCAST LIVE ON FAYETTEVILLE/ CUMBERLAND EDUCATIONAL TV (FCETV) TIME WARNER CABLE CHANNEL 5 AND 97-3 ON THE DIGITAL TIER. IT WILL BE REBROADCAST ON TUESDAY, JUNE 17, 2014 AT 7:30 P.M.**

**\*\*\*THERE WILL BE NO BOARD OF COMMISSIONERS MEETINGS IN JULY\*\*\***

**REGULAR BOARD MEETINGS:**

August 4, 2014 – (Monday) – 6:45 PM  
August 18, 2014 – (Monday) – 6:45 PM  
September 2, 2014 – (Tuesday) – 9:00 AM  
September 15, 2014 – (Monday) – 6:45 PM

AMY H. CANNON  
County Manager



CUMBERLAND  
★ COUNTY ★  
NORTH CAROLINA

JAMES E. LAWSON  
Assistant County Manager

QUENTIN T. McPHATTER  
Assistant County Manager

ITEM NO. 2B

OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2014**

**TO: BOARD OF COUNTY COMMISSIONERS**  
**FROM: AMY H. CANNON, COUNTY MANAGER**  
**DATE: MARCH 12, 2014**  
**SUBJECT: APPROVAL OF 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):

Acorn Ridge Subdivision: Snowy Egret Drive (From Oxnop Ct. to Gray Goose Lp),  
Adfern Place, Cliff Swallow Drive, Feathercombe Court,  
Puffin Place, Crain Court, Saltwood Drive (SR 4302 Ext.),  
Stornoway Court, Kilt Rock Way

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

**RECOMMENDATION / PROPOSED ACTION**

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

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

/ct

Attachments



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY  
GOVERNOR

ANTHONY J. TATA  
SECRETARY

June 2, 2014

Division Six - District Two  
Cumberland County

Mr. Jimmy Keefe, Chairman  
Cumberland County Board of Commissioners  
Post Office Box 1829  
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

Dear Mr. Keefe,

This is in 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.

**Acorn Ridge Subdivision**

- Snowy Egret Drive (From Oxnop Ct. to Gray Goose Lp.)
- Adfern Place
- Cliff Swallow Drive
- Feathercombe Court
- Puffin Place
- Crain Court
- Saltwood Drive (SR 4302 Ext.)
- Stornoway Court
- Kilt Rock Way

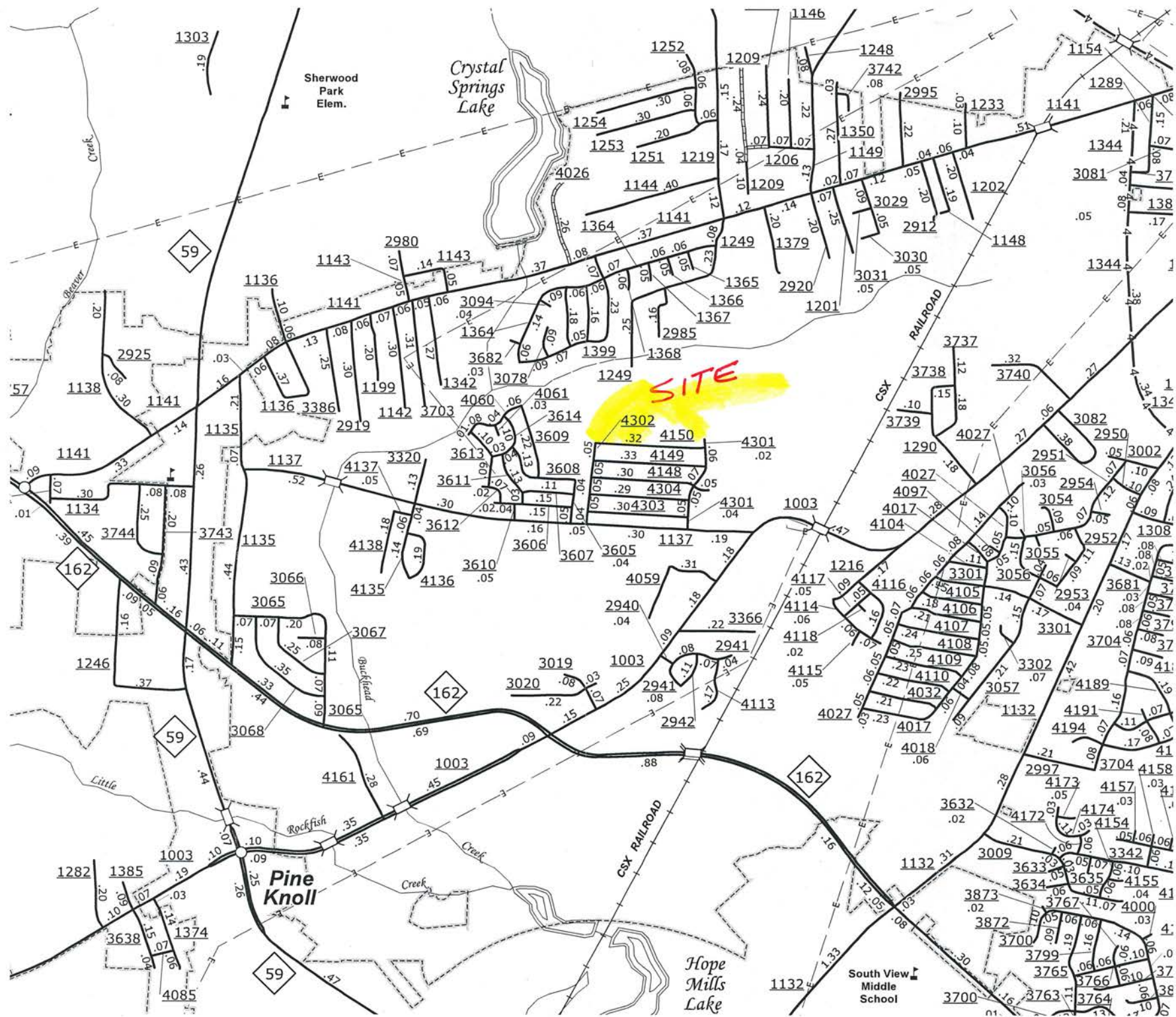
It is our recommendation that the above named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Plummer".

David Plummer  
Engineering Technician










ITEM NO. 2C(1)

ENGINEERING & INFRASTRUCTURE DEPARTMENT  
PUBLIC UTILITIES DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2014

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JEFFERY P. BROWN, ENGINEERING & INFRASTRUCTURE DIRECTOR 

THROUGH: AMY H. CANNON, INTERIM COUNTY MANAGER

DATE: JUNE 6, 2014

SUBJECT: WATER AND SEWER ORDINANCE OF THE CUMBERLAND COUNTY  
PUBLIC UTILITIES DIVISION

BACKGROUND

The purpose of the Water and Sewer Ordinance is to set uniform requirements for all Cumberland County Water and Sewer Districts. The Water and Sewer Ordinance establishes the authority, classifications, rates, charges, fees, billing, provisions of service and responsibility of Owner for the connected and non-connected users in the Water and Sewer Districts. This document creates needed guidelines and procedures for both the County and customers to adhere to. The document will be for all existing and future Water and Sewer Districts created by Cumberland County, instead of having multiple ordinances for each individual District.

RECOMMENDATION

The Engineering and Infrastructure Director, County Management and Policy Committee recommend that the Board of Commissioners adopt the Water and Sewer Ordinance of the Cumberland County Public Utilities Division and repeal the following existing ordinances; NORCRESS Sewer Ordinance, Kelly Hills Sewer Ordinance and the Water Ordinance.

Attachments:

# Water and Sewer Districts



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

## Ordinance of the Public Utilities Division

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**AN ORDINANCE REGULATING THE USE OF WATER AND SEWER FACILITIES OPERATED BY THE COUNTY OF CUMBERLAND; AUTHORIZING THE ESTABLISHMENT OF A SCHEDULE OF RENTS, RATES, FEES AND OTHER CHARGES; AND PROVIDING FOR COLLECTION OF SAME.**

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF CUMBERLAND COUNTY THE FOLLOWING:

**ARTICLE I: AUTHORITY AND DEFINITIONS**

**Section 1. Authority.** This ordinance is adopted pursuant to Article 15 of Chapter 153A of the North Carolina General Statutes for the purposes of providing adequate and reasonable rules and regulations to protect and regulate water supply and distribution systems owned or operated by the County of Cumberland; to authorize the establishment of a schedule of rents, rates, fees and charges for the use of the County's water supply and distribution systems and collection of the same; and to provide for enforcement of the ordinance, rules and regulations governing the use of the County's water supply and distribution systems.

**Section 2. Definitions.** For the purposes of this ordinance, the following terms shall have the meanings set out herein:

*Availability Charge.* See Section 22(c).

*Building* is a structure intended for use as a place of habitation, recreation, or gathering for any purpose, including the conduct of business or work, and to which water is supplied for the necessity or convenience of promoting the intended use. Every separate residential or commercial unit in any building containing multiple units shall be considered a separate building.

*CCDPU* shall mean Cumberland County Division of Public Utilities.

*Connection* is the part of the sewer service line which runs from the main to the property line, including all appurtenances to make the service complete and ready for use.

*Consumer* is the person legally or equitably responsible for the payment of charges for water service on any premises.

*Controlled by* is owned, operated or leased by.

*County* shall mean Cumberland County, the Cumberland County Division of Public Utilities, and any water and sewer district established by the Board of Commissioners of Cumberland County pursuant to Article 6, Chapter 162A of the North Carolina General Statutes.

*Cut-Off Valve* is a valve used to regulate the water supply to a consumer's premises.

*Department* shall mean the Cumberland County Division of Public Utilities.

*District* shall mean any Cumberland County Public Utilities water and sewer district established pursuant to Article 6, Chapter 162A of the North Carolina General Statutes.

*Easement* shall mean an acquired legal right for the specific use of land owned by others.

*Lateral* is the portion of the sewer connection that joins the main located in a public street or right-of-way and the point of delivery for service (usually at or near the property line of the applicant).

*Main* is a water pipe or sewer line usually laid in a street running parallel to the property line.

*May* is permissive (see shall).

*Minimum Charge.* See Section 22(b)(1).

*Occupant* is the consumer who is actually in possession or control of any premises.

*Owner* is the person having legal or equitable title to any premises.

*Person* is an individual, firm, association, partnership or corporation.

*Premises* mean a lot or parcel or unimproved land; or a parcel of land and the buildings and other structures and appurtenances thereto; or each separate residential or commercial unit on any parcel of land on which multiple residential or commercial units are located.

*Rate Schedule* is the current rates all customers will be billed currently in effect and approved by the Board of Commissioners of Cumberland County and are specific to each water and sewer district.

*Service Line* is a water or sewer line which services a building and which runs from the street to the building being served.

*Shall* is mandatory (see may).

*Standard Size Main* refers to an eight-inch diameter sewer main.

*State Law* means the General Statutes of North Carolina.

*Unusual Conditions* are any conditions which cause delays in acquiring materials, parts supplies, or providing services, making repairs, making installations or making connections which are encountered in construction activities and other items which might cause delays not under the control of the County.

*Usage Charge,* See Section 22(b)(2).

## **ARTICLE II: CONNECTIONS TO THE WATER AND SEWER SYSTEM**

**Section 3. Water and Sewer Laterals and Taps.** Water and Sewer laterals will be installed only at the request of the owner or his agent. When the lateral terminates at the property line, the water meter shall not be set and the lateral shall not be used until the owner or his agent applies for service.

**Section 4. Connection to Be Made By County Only Upon Application.** The construction of water and sewer laterals within the street right-of-way shall be the responsibility of CCDPU. Such construction of laterals and setting of meters shall only be done by CCDPU or its agents or contractors after the receipt and approval of a written application therefore submitted by the owner. The only exception to the foregoing provision is that laterals and meter yokes may be installed by a developer's contractors in new subdivisions in compliance with the Rules, Regulations and Specifications established by the Board of County Commissioners from time to time.

### **Section 5. Application for Connection.**

- a) Every application for a water or sewer service connection shall be made by the owner on forms provided by CCDPU. The following information shall be required on the application:
  - 1) name, social security number, date of birth, street address, mailing address, and phone number of owner



- 2) street address or PIN and description of the lot location for which connection is requested
  - 3) a copy of any unrecorded plat or the book and page number of any recorded plat
  - 4) the number of all types of plumbing fixtures existing or proposed for the building
  - 5) the distance from the property line where service comes from the street to the furthestmost point of the building as planned
  - 6) the name of the plumber who will do the work
- b) This application shall be filed not less than ten days before the proposed connection is desired. Unusual conditions may be just cause for additional time in providing the services required. When the size of the service and the cost of the connection have been determined, the applicant shall deposit the determined cost and shall be issued a permit for the desired connection.
  - c) An application for a sprinkler or other fire protection system shall include a certification by a general contractor, plumbing contractor or engineer licensed in North Carolina that the sprinkler or other fire protection system has been designed in compliance with the North Carolina State Fire Code or Building Code as applicable.

**Section 6. Disapproval of Application.** If, in the opinion of CCDPU through its duly constituted authority, the water or sewer connection applied for will be of such size or character as to put too great a demand on any part of the system and disrupt the County's ordinary water service (500 GPM at 20 PSI residual plus normal service requirements) or sewer service, it shall disapprove the application until such time as adequate means are provided by the applicant to eliminate the unsatisfactory condition. If, at any time, changes are made by a consumer in his service requirements so as to create an unsatisfactory condition in the County's water or sewer service, CCDPU shall require the consumer to adopt remedial measures to eliminate the unsatisfactory condition. The County shall not in any way be responsible for any cost or inconvenience caused by a change in service requirements after an application has been approved, or by an installation before the application has been approved.

**Section 7. County's Responsibility for Connections.**

- a) The County may run such service lines from its distribution lines to such property lines as it deems necessary or desirable.
- b) The County may install a water meter or sewer tap at the property line or, at the County's option, on the owner's property or in a location mutually agreed upon.
- c) When two or more water meters or sewer taps are to be installed on the same premises for different consumers, they shall be closely grouped and each clearly designated to which consumer it applies.
- d) The County does not assume the responsibility of inspecting the owner's piping or apparatus and will not be responsible therefore.
- e) The County reserves the right to require payment for any service line extending more than immediately adjacent and parallel to the main at the actual cost of installation of the added line; this is in addition to the tap-on fee hereto specified.

**Section 8. Owner's Responsibility for Connections.**

- a) Piping on the owner's premises must be so arranged that the connections are conveniently located with respect to the County's lines or mains.
- b) If the owner's piping on the owner's premises is so arranged that CCDPU is required to provide additional meters, each place of metering will be considered as a separate and individual account.

- c) The owner shall provide a suitable place for placing a meter which shall be unobstructed and accessible at all times to the meter reader.
- d) The owner shall furnish and maintain the service line on the owner's side of the main or the owner's side of the meter. The County shall maintain the main line running parallel to the property line and the service line on the County's side of the meter.
- e) The owner's piping and apparatus shall be installed and maintained by the owner at the owner's expense in a safe and efficient manner and in accordance with the County's rules and regulations and in full compliance with all water or sanitary regulations of any agency of the State.
- f) The owner shall guarantee proper protection for all property, apparatus and equipment controlled by the County and placed on the owner's premises by the County and shall permit access to it only by authorized representatives of the County.
- g) In the event that any loss or damage to such property or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the owner or his employees, agents, tenants or contractors, the cost of the necessary repairs or replacements shall be paid to the County by the owner and any liability otherwise resulting shall be assumed by owner. The amount of such loss or damage or the cost of repairs shall be added to the customer's bill; and if not paid, services may be discontinued by the County.

**Section 9. Separate Water and Sewer Connections Required.** Each building shall have a separate water meter or sewer tap, and have a separate water or sewer lateral. In the event that one lateral is used for two dwellings, commercial or industrial buildings, or used to serve two or more meters for the same dwelling, commercial or industrial buildings, a separate cut-off shall be provided for each meter; however; separate water meters shall not be required for service to mobile home parks regulated by the County's Subdivision Ordinance or to apartment developments containing ten (10) or more dwelling units under single ownership. For mobile home parks regulated by the County's Subdivision Ordinance and apartment developments containing ten (10) or more dwelling units, one meter shall be used for the entire park or development unless additional meters are deemed necessary by CCDPU and the following conditions shall be met:

- a) Bills will be rendered to and be the responsibility of the owner and not the individual tenants.
- b) The bill will be calculated by a minimum charge for the master meter and for each of the total number of units served by the master meter with the usage above the minimum charge calculated on the total consumption passing through the master meter above the minimum; provided however; owners of ten or fewer multiple units may elect to have water metered directly to each unit and the charge therefore billed directly to the user in each unit.
- c) Should any portion of a mobile home park subject to the County's Subdivision Ordinance or apartment development containing ten (10) or more dwelling units be sold, the owners of each new parcel and the parent parcel shall be responsible to bring their respective parcels into compliance with this section.
- d) In the case of groups of mobile homes not regulated by the County's Subdivision Ordinance or apartment developments containing less than ten (10) dwelling units in single ownership, the owner may elect to have a single meter used for the entire project. Where such election is made, the owner shall comply with the conditions set forth in this section.

**Section 10. Provision of Cut-off Valve.**

- a) All connections to a water supply and distribution system owned or operated by the County shall require the installation of a cut-off valve of a minimum size of 3/4 onto the service line running from the meter



box to the premises or building at the cost of the owner. This cut-off valve shall be located within twelve (12) inches of the connection of the consumer's service line to the meter box.

- b) The requirements of this section shall be in addition to the minimum requirements of the North Carolina State Building Code regarding plumbing and placement of cut-off valves and not in substitution thereof.

**Section 11. Maintenance of Meters and Connections.** All meters and laterals shall be maintained by CCDPU at the County's expense.

**Section 12. Connection Privilege.** The County may give a privilege for early connection to the water or sewer system to any owner as the water or sewer mains are installed. From time to time, the County may give privileges for connections at reduced amounts in order to encourage additional hookups to increase revenue.

**Section 13. Sprinkler Connections.** Connection to the system for service to sprinkler systems to provide fire protection may be secured upon application of the customer and upon payment of all charges involved in making the connection. No service other than for fire protection shall be tapped on to or taken from a sprinkler system. For sprinkler connections to the system the customer shall pay annual charges based on the following schedule:

<u>SIZE</u>	<u>FEE</u>
6 inch sprinkler connection	\$250.00
8 inch sprinkler connection	\$400.00
12 inch sprinkler connection	\$700.00

**Section 14. Connection of Newly Constructed Buildings.** The connection to the County's water or sewer system of buildings constructed after the adoption of this ordinance on parcels of land that are subject to the County's Subdivision Ordinance shall be governed by the requirements of the County's Subdivision Ordinance.

**Section 15. Connection of Existing Structures after Water or Sewer is Available.** When the property is subject to any of the following, mandatory connection will be required:

- a) A failed septic system
- b) Damaged septic system requiring permit to repair
- c) As directed by the Cumberland County Environmental Health Department
- d) As directed/ordered by a court of proper jurisdiction
- e) Where property has made connection to the Cumberland County Water System, it cannot be connected back to an individual source of potable water supply (well).  
\*\*International Plumbing Code 602.3 Individual water supply.

**Section 16. Prohibited Activities:**

A customer shall not:

- 1) Supply or sell water from the County's system to other persons or carry water away from any hydrant or other such public outlet
- 2) Manipulate, tamper with, or harm in any manner whatsoever any water line, main or appurtenance or any other part of the water system; per G.S. 14-151.1
- 3) Tamper with the water meter so as to alter the true reading for the amount of water consumed; per G.S. 14-151.1



- 4) Attach or cause to be attached any connection to the water line before the water meter; and
- 5) Knowingly make any false statement, representation, or certification in any application, record, report, plan or other document filed or required to be maintained under the ordinance.
- 6) Discharge or cause to be discharged any pollutant or wastewater into the Publicly Owned Treatment Works (POTW), directly or indirectly, which will interfere with the operation and/or performance of the POTW or cause pass through. These general prohibitions apply to all users of the POTW whether or not the user is a Significant Industrial User or subject to National Categorical Pretreatment Standards or any other National, State or Local pretreatment standards or requirements.
- 7) Discharge storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, cooling water and unpolluted industrial wastewater, unless specifically authorized by the County.

#### **Section 17. Cross-Connections**

- a) No part of the County's water system shall be connected by any means to another source of water or to a storage facility unless such connection has been authorized by official action of the Board of County Commissioners. No connection shall be made to any plumbing system that does not comply with the North Carolina State Building Code, volume II, or any applicable local building code.
- b) No person shall introduce any water into the distribution system of a public water supply through any means other than from a source of supply duly approved by official action of the Board of County Commissioners, or make a physical connection between an approved supply and an unapproved supply unless authorized in an emergency by official action of the Board of County Commissioners.
- c) A completely separate plumbing system using water from another source may be maintained for irrigation purposes upon the owner providing CCDPU with a certification from a plumber licensed in the State of North Carolina that the separate system is not cross-connected with the County's water system.
- d) All connections to the Cumberland County Water System shall be in compliance with the North Carolina Administrative Code, Title 15A, Subchapter 18C, .0406(b) Cross-Connections and Appendix B, Fig. 2. Any connections found to be in violation shall be disconnected.

### **ARTICLE III: CONDITIONS FOR THE PROVISION OF SERVICE**

#### **Section 18. Procedures for the Provision of Service.**

- a) Service will be supplied only to those who apply.
- b) Owners or consumers will make application for service, in person, at CCDPU and at the same time make the deposit guarantee required by this section as set in the rate schedule.
- c) Deposits shall not accrue interest.
- d) Owners with no established utility accounts must provide CCDPU with a deed or purchase agreement for the property where service is requested. All other consumers must provide CCDPU with a copy of a rental or lease agreement for the property where service is requested.
- e) All sanitary sewer flat rate charges and/or availability fees will be the responsibility of the property owner.

- f) CCDPU may reject any application for service not available under a standard rate, which involves excessive service cost, which may affect the supply of service to other customers, or for other good and sufficient reasons.
- g) CCDPU may reject any application for service when the applicant has any outstanding balance due CCDPU for services supplied by CCDPU at any other location. It is further provided that if the owner of the premises for which service is being applied has an outstanding account balance due CCDPU for service at that location, CCDPU shall not provide service to anyone else at the same location until the delinquent account has been paid.
- h) The person or persons in whose name the deposit is made shall be responsible for payment of all bills incurred in connection with the service furnished.
- i) A separate deposit is required for each service connection requested.
- j) The deposit receipt is not negotiable and can be redeemed only by CCDPU.
- k) No refunds of the deposit will be authorized without request for discontinuance of service and all bills are paid for through date of discontinuance.
- l) CCDPU shall refuse service to and disconnect any premises at which it is determined the owner's lines or piping are cross-connected to any other water supply or are not installed in such manner as to prevent backflow.

**Section 19. No Guarantee of Quality, Quantity or Pressure of Water Supply or Liability for the Same.**

- a) The County does not guarantee the quality, quantity or pressure of its water supply. It is hereby made a condition of the terms on which the County furnishes water to any consumer that the County shall not be liable to any consumer for any defect of quality or any deficiency in quantity or pressure; shall not be liable to any consumer for damages resulting from the complete or partial cutting off of water; and shall not make any deduction from any water bill by reason of any such defect or deficiency. No employee, agent or contractor of the County shall have authority, or take responsibility, for advising an owner or consumer how best to care for their boiler, heater or other equipment or property which is affected by the discontinuance, either temporary or permanent, of their water supply. The owner or consumer shall be entirely responsible for their equipment and property and shall not hold the County or any of its employees, agents or contractors responsible for damage thereof due to the discontinuance of water supply.
- b) The County shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the consumer's premises, unless such damage results directly from negligence on the part of the County. The County shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the consumer's premises. The County shall not be responsible for negligence of third persons or forces beyond the County's control resulting in any interruption of service.
- c) Under normal conditions, the consumer will be notified of any anticipated interruption of service provided that the County shall not be liable for damage of any kind whatsoever resulting from the interruption of service or the failure to notify of any interruption of service.

**Section 20. Access to Premises.** Duly authorized agents of the County shall have access at all reasonable hours to the premises of the customer for the purpose of installing or removing County property, inspecting piping,



reading or testing meters, or for any other purpose in connection with the County's service and facilities. Each customer shall grant or convey or shall cause to be granted or conveyed to the County a perpetual easement and right of way across any property owned or controlled by the customer wherever said perpetual easement and right of way is necessary for the County water facilities and lines in order to furnish service to the customer.

## **Section 21. Suspension of Service.**

- a) Service may be discontinued at the request of a consumer. The deposit balance associated with any account for which discontinuance of service is requested shall be refunded accordance with Section 16. The minimum charge shall continue to accrue to each location at which service is discontinued by the consumer and shall be the responsibility of the owner of the premises.
- b) Service may also be discontinued by CCDPU to any consumer if payment of bill is not received in the Public Utilities Division office by the 24<sup>th</sup> of the same month. It is not our policy to call customers prior to disconnection of service. In order to maintain fairness to all our customers, we cannot give extensions on bills. The deposit associated with the account will be applied by CCDPU toward settlement of the account. Any balance will be refunded to the consumer in accordance with Section 16. The minimum charge shall continue to accrue to each location at which service is discontinued by CCDPU and shall be the responsibility of the owner of the premises.
- c) An owner may have a service discontinued for vacant rental property. While the service is suspended, the minimum charge shall continue to accrue to each location at which service is discontinued by the owner and shall be the responsibility of the owner.
- d) Service discontinued for non-payment of bills will be restored, at the request of the consumer, only after all outstanding bills and charges are paid, and all service or reconnection charges are paid in accordance with the rate currently in effect and approved by the Board of Commissioners of Cumberland County. The consumer being reconnected must also make any additional deposit in accordance with Section 16.
- e) After a service has been discontinued for a period of twelve (12) consecutive months, CCDPU may disconnect and remove the meter and connection apparatus for use elsewhere or for storage. Upon such disconnection and removal of the meter and connection apparatus, the minimum charge shall commence to accrue at any such location.
- f) At any time after the disconnection and removal of the meter and connections apparatus, in addition to the service charge set forth in subsection (d) above, an additional service charge equal to the then current tap-on-fee shall be paid as a reconnection fee. Also, any additional deposit must be made in accordance with Section 16.
- g) The County reserves the right to discontinue its service without notice for the following additional reasons:
  - 1) To prevent fraud or abuse
  - 2) Due to a consumer's willful disregard of this Ordinance, the County's rules and regulations, and in full compliance with the regulations of the State
  - 3) To make emergency repairs
  - 4) Due to insufficiency of supply due to circumstances beyond the County's control
  - 5) Pursuant to legal processes or proceedings
  - 6) At the direction of public authorities
  - 7) Due to strike, riot, fire, flood, accident, or any unavoidable cause
- h) The County may, in addition to prosecution by law, permanently refuse service to any Consumer who tampers with a meter or other measuring device.

## **ARTICLE IV: CLASSIFICATIONS, RATES, CHARGES, FEES AND BILLING**

### **Section 22. Classifications, Rates, Charges, Fees and Billing.**

- a) The following classifications are adopted:
  - 1) A residential service is a service requiring a meter size up to and including one inch.
  - 2) A commercial service includes all businesses, regardless of meter size, and all other meters greater than one inch.
- b) The following rates or charges are adopted to apply to all consumers and/or owners and premises, as applicable, connected to the County's water or sewer system, and shall be in the amounts established in the rate schedule currently in effect and approved by the Board of Commissioners of Cumberland County:
  - 1) A minimum charge for all customers including those with zero usage which shall be a periodic service charge to cover the cost of operations and maintenance, debt service, basic facilities charges and administrative overhead
  - 2) A usage charge which shall be a periodic service charge to the consumer or owner for any meter at any premises for usage of and shall only apply to water actually used on the premises or sewer treatment services.
- c) An availability charge shall be a periodic availability charge accruing each billing period to the owners of all parcels of property to which a County water or sewer line has been made directly available, but which have elected not to connect to the County water or sewer system, and shall be in the amount established in the rate schedule currently in effect and approved by the Board of Commissioners of Cumberland County. The availability charge shall not be an amount greater than the minimum charge established for connected customers and shall be applied as follows:
  - 1) For developed property on which there are situated one or more buildings, an availability charge shall be applicable to each such building for which a minimum charge would be required if the premises was connected to the County's water or sewer system.
  - 2) For any undeveloped parcel that would qualify for the issuance of a building permit for the construction of one or more buildings, a single availability charge shall apply regardless of the size of the parcel.
- d) The following charges and fees are adopted and shall be in the amounts established in the rate schedule currently in effect and approved by the Board of Commissioners of Cumberland County:
  - 1) Lateral fee
  - 2) Tap-on fee
  - 3) Late payment fee
  - 4) Cut-off fee
  - 5) Cut-on fee
  - 6) Disconnect fee
  - 7) Reconnect fee
  - 8) Meter test fee
  - 9) Returned check fee



- 10) Deposit
- 11) Court Costs
- 12) Elder Valve
- 13) Debt Charge
- 14) Administrative fee
- 15) Maintenance fee
- 16) Fire protection systems fees
- 17) Application fees.

e) Meters will be read and bills rendered as follows:

- 1) Meters will be read once per month and bills mailed once per month; but the County reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable.
- 2) Bills for water will be figured in accordance with the County's published rate schedule then in effect and will be based on the water consumed for the period by the meter readings.
- 3) Charge for service commences when meter is installed and the County's connection made, whether used or not. If not used, the customer will be charged the minimum rate each month.
- 4) Readings from different meters will not be combined for billing, even if said meters may be for the same or different premises, or for the same or different customer, or for the same or different services.
- 5) Bills are due the 10<sup>th</sup> of each month and become delinquent thereafter, whereupon the late penalty currently in effect will be added to the account. If bill is not paid by the 24<sup>th</sup> of the same month, the County may discontinue service.
- 6) Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment.

**Section 23. Change of Occupancy.** Not less than three days' notice must be given in person or in writing to discontinue service for a change in occupancy. Such notice shall be given to the office location designated by CCDPU. The outgoing consumer shall be responsible for all metered water and sewer treated up to the time of departure or the time specified for departure, whichever period is longest. The owner shall be responsible for the minimum charge during any period of vacancy of a rental unit or during any period of vacancy while a premise is listed for sale.

**Section 24. Billing Disputes.**

- a) If a consumer believes their bill to be in error, they shall present their claim, in person, to the office designated by CCDPU before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing suspension of service as provided in Section 19(b). The consumer may pay such bill under protest, and said payment shall not prejudice his claim. The Adjustment Policy follows:
  - 1) Circumstance may arise where high water consumption occurs due to events beyond a customer's control. Upon a customer's request, CCDPU will review the facts and consider a billing adjustment on a case-by case basis. Adjustments are limited to one occurrence in a twelve month period per customer account or location. Adjustment requests shall be submitted to the Public Utilities staff at 130 Gillespie Street, Room 214, Fayetteville, NC 28301.
  - 2) The customer must have been out of town at the time of the leak or the leak must not have been

readily evident to a reasonable person (ex.: underground [excluding irrigation], inside a wall or concealed location, crawlspace.).

- 3) The minimum charge (basic facility fees, O&M, debt service) still applies.
  - 4) Proper documentation that the leak has been repaired or corrected must accompany the adjustment request (receipt for parts, contractors invoice, etc.).
  - 5) The utilities management staff, at their discretion, shall be authorized to adjust late fees and penalties for customers who are in good standing and have no history of late payments or disconnects.
  - 6) Adjustments for sewer will only be allowed if the water used did not go into the sewer system (ex.: outside spigot, underground pipes, filling a pool).
  - 7) Adjustments will not be made for water loss associated with irrigation systems.
  - 8) Adjustments will apply to no more than 2 consecutive billing cycles.
  - 9) Adjustments will not be made for premises left abandoned or vacated without reasonable care for the plumbing system.
  - 10) Adjustments will not be made for homes under construction or renovation.
- b) No modification of rates or any of the rules and regulations shall be made by any employee, agent or contractor of the County. This can be done only by the Cumberland County Board of Commissioners.
  - c) The County will make special meter readings at the request of the customer for a "Special Meter Reading Fee" provided, however, that if such special reading discloses that the meter was over-read, no charge will be made.
  - d) Meters will be tested at the written request of the customer upon payment to the County of the actual cost to the County of making the test provided; however, if the meter is found to over-register beyond five percent (5%) of the correct volume, no charge will be made.
  - e) If the seal of a meter is broken by anyone other than the County's representative or if the meter fails to register correctly or is stopped for any cause, the customer shall pay an amount estimated from the record of his previous bills and/or from other proper data.
  - f) The calculation for water consumption if the meter fails to register correctly or is stopped for any cause shall be calculated on the average gallons used of the three (3) preceding months.
  - g) The calculation for high water consumption due to a leak shall be reduced by 50% of the gallons used for that billing cycle.
  - h) The calculation for sewer treatment shall be calculated on the average gallons used of the three (3) preceding months.

## **Section 25. Late Payment Fees.**

- a) When a consumer shall have failed to pay his account by the 10<sup>th</sup> of each month, a late payment fee shall be imposed upon him and the amount of such fee shall be added to the balance due. The amount of the late payment fee provided for in this section shall be as established in the rate schedule currently in effect and approved by the Board of Commissioners of Cumberland County. A consumer shall have failed to pay his account when the full amount charged to him for service supplied as stated on his bill



has not been paid over to and received by the office designated by CCDPU by 5:00 pm on the due date set forth in the ordinance.

- b) The bill which shall be mailed to a consumer setting forth the charges due for services supplied, shall state the due date, the amount of the bill if paid by the due date, and shall further state that if payment is not made by the due date that the late payment fee will be charged.

**Section 26. Extensions.** Extensions proposed by property developers shall be allowed subject to the following conditions:

- a) The design of the extension and installation of all lines, piping and apparatus shall comply with the rules currently in effect and approved by the Board of Commissioners of Cumberland County, all applicable local codes and ordinances, the current service provider, and State regulations and laws.
- b) Any extension must be approved by, and shall be subject to any additional conditions imposed by, the Board of County Commissioners, the current service provider and State regulations and laws.
- c) Any such extension shall be at the cost of the developer and shall be owned and operated by the County as part of the County's water or sewer system upon acceptance of the extension by the Board of County Commissioners.

**Section 27. Severability.** If any provision, paragraph, word, section or article of this ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, and sections, shall not be affected and shall continue in full force and effect.

**Section 28. Enforcement.**

- a) Any violation of any provision of this ordinance which is also a criminal violation under State law shall be prosecuted under the State law.
- b) Any violation of this ordinance which is not a violation of State law shall be a Class III misdemeanor punishable by a maximum fine of \$500 and a sentence of not greater than 20 days.
- c) In addition to any prosecution in criminal court, the County may take civil action against any violator of this ordinance to enjoin or abate any unlawful activity or condition or for damages.

**Section 29. Nonpayment.** The County will take the following steps to collect past due payments from the customers:

- a) Send delinquent notice to the customers.
- b) Submit account to the N.C. Debt Set-Off program, which will allow the County to retrieve monies owed through income tax returns and lottery winnings.
- c) Seek a judgment in Cumberland County Small Claims court.
- d) Disconnect utilities. Sewer disconnections will render the residence uninhabitable.

Until further notice of the Board of Commissioners of the County of Cumberland, the rules and regulations hereinabove set out, are hereby adopted as of the date hereof to become effective on and after June 16, 2014.

COUNTY OF CUMBERLAND  
BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Jeannette M. Council, Chair

Attest:

\_\_\_\_\_  
Candice H. White, Clerk



RICKEY L. MOOREFIELD  
County Attorney



ITEM NO. 2D

PHYLLIS P. JONES  
Assistant County Attorney

ROBERT A. HASTY, JR.  
Assistant County Attorney

**OFFICE OF THE COUNTY ATTORNEY**

5<sup>th</sup> Floor, New Courthouse • P.O. Box 1829 • Suite 551 • Fayetteville, North Carolina 28302-1829  
(910) 678-7762

**MEMO FOR THE AGENDA OF THE JUNE 16, 2014  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Bd. of Commissioners; Co. Manager; Asst. City Atty. Brian Meyer  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** June 9, 2014  
**SUBJECT:** Grant of License for Bus Stop to City of Fayetteville

**ATTACHMENTS:** Proposed License Agreement

**BACKGROUND:**

Last year the City of Fayetteville requested that the county grant an easement for the location and maintenance of a bus stop near the West Regional Branch Library located at 7469 Century Circle, Fayetteville. That request for an easement was approved by the Board of Commissioners on February 3, 2014. After this easement was approved, the City determined that it could not locate a bus stop in this easement area and the easement document was not recorded. The City is now requesting that the County and the Board of Education grant a license to maintain a metal sign post and bus stop sign for a bus stop in the area between the two handicapped parking spaces to the left of the approach to the sidewalk and a layover area on each side of the vehicular approach to the traffic circle for a period of ten years. A license agreement is a lesser interest than an easement and can be extinguished upon thirty days' notice after the ten year period. Assistant City Attorney Brian Meyer reports to the county attorney that the agreement is acceptable to the attorney for the Board of Education.

**RECOMMENDATION/PROPOSED ACTION:**

County attorney recommends that the license agreement be approved.

## **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between THE COUNTY OF CUMBERLAND, (hereinafter referred to as the "LICENSOR"), THE CUMBERLAND COUNTY SCHOOL BOARD (hereinafter referred to as the LESSEE), and THE CITY OF FAYETTEVILLE, a North Carolina municipal corporation (hereinafter referred to as the "LICENSEE").

### **WITNESSETH:**

WHEREAS, LICENSOR is the fee simple owner of certain real property located in Cumberland County, North Carolina, as more particularly identified in Exhibit "A", attached hereto and by reference made a part hereof; and

WHEREAS, LESSEE currently leases a portion of the property identified in Exhibit "A"; and

WHEREAS, LICENSEE desires to use LICENSOR's property for the purpose of installing a bus stop sign; and

WHEREAS, the LICENSEE's actions on the property will result in City bus transit services in the area of the LICENSOR's property; and

WHEREAS, LICENSOR and LESSEE desire to grant to LICENSEE a license for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, LICENSOR, LESSEE and LICENSEE, hereby agree as follows:

1. LICENSOR hereby grants LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described in Exhibit "A" (License Area) to locate, construct, install, inspect, alter, improve, maintain, and repair a metal sign post and bus stop sign on, upon and across said License Area; and attain ingress and egress to and upon said License Area for the purpose of exercising the rights, privileges and license granted herein.
2. This License is granted for a primary term of ten (10) years from the date first written above and shall continue in full force and effect thereafter until terminated by LICENSOR or LICENSEE upon thirty (30) days written notice. This License will automatically renew upon the expiration of the initial ten (10) year term unless earlier terminated by either party.
3. LICENSOR retains the right to use the License Area in any manner not inconsistent with the rights herein granted to LICENSEE provided, however, that the LICENSOR shall not disturb the sign post or sign in any way without prior approval by the LICENSEE.
4. The LICENSEE expressly acknowledges and accepts its responsibility under applicable North Carolina law for loss, damage, or injury to persons or property, arising out of or resulting from the installation of the bus stop sign post or authorized use of the License



Area, unless, however, such claim or demand shall arise out of or result from the negligence or willful misconduct of LICENSOR, its servants, agents, employees, or assigns, or from the negligence or willful misconduct of LESSEE, its servants, agents, employees, or assigns.

5. Neither LICENSOR, LESSEE nor LICENSEE shall have any responsibility to each other in the event of any damage to or theft of any equipment or property of the other party except if caused by the gross negligence or willful misconduct of such party, and the party incurring such loss shall look to its own insurance coverage, if any, for recovery in the event of any such damage, loss or theft.
6. LICENSEE agrees that any and all work performed in the License Area and in association with the purposes of this License shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
  - (i) In the event LICENSEE shall desire to make any alterations to the License Area, LICENSEE shall provide LICENSOR prior written notice thereof, specifying in LICENSEE'S notice the scope and location of the desired alteration(s) as necessary to enable LICENSOR to formulate a judgment as to the effect such alteration(s) would have upon the License Area, and LICENSOR'S use of, and operation within. LICENSOR shall not have any consent rights to such alteration, except LICENSOR may refuse to allow such alteration if in LICENSOR'S reasonable judgment such alteration would materially adversely affect LICENSOR'S use of the License Area.
  - (ii) Any costs associated with making such alterations shall be borne by LICENSEE.
7. If either party defaults in the performance of any of its obligations hereunder with respect to the License Area and such default continues for more than thirty (30) days, or in all cases after receipt of written notice from the nondefaulting party (except that if such default cannot be reasonably cured with the exercise of reasonable diligence during said 30-day period, such period shall be extended for reasonable additional time, provided that the defaulting party has commenced to cure such default within the 30-day period and proceeds diligently thereafter to effect such cure), the nondefaulting party shall have the right to terminate the License herein granted with respect to the applicable License Area and pursue any other remedies available at law or in equity.
8. Upon termination of this License Agreement, LICENSEE shall, within a reasonable time and at LICENSEE's sole cost and expense, remove all equipment, accessories, and materials owned by LICENSEE from the License Area and restore said License Area as nearly as practicable to its condition prior to the granting of the License.
9. Nothing herein shall be construed to be an admission of liability by any party for any purposes.
10. The License Area is of such configuration and is not of such size as to justify, in the opinion of the parties, entering into a formal lease and/or sublease covering the License Area. The parties have therefore entered into this License Agreement which, the parties recognize, is not dispositive of all matters and issues that may arise during the License

period with respect to the License Area. As and when issues and matters arise during the course of the License Period that are not definitively controlled by the provisions of this License Agreement, the parties shall act reasonably and in good faith endeavor to adjust and resolve such issues and matters.

11. This License Agreement shall, with respect to the License Area, be governed by and construed in accordance with the laws of the particular area in which the related License Area is located.
12. If any provision or provisions in this License Agreement is/are found to be in violation of any law or otherwise unenforceable, all other provisions will remain unaffected and in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this License Agreement on the day and year first above written.

**LICENSOR:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_, County Manager

Attest: \_\_\_\_\_

**LESSEE:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_, \_\_\_\_\_

Attest: \_\_\_\_\_

**LICENSEE:**

City of Fayetteville

By: \_\_\_\_\_

Print Name: Theodore L. Voorhees, City Manager

Attest: \_\_\_\_\_  
Pamela Megill, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, Notary Public of said County and State, certify that \_\_\_\_\_, personally came before me this day and acknowledged that s/he is the \_\_\_\_\_, for the Cumberland County School Board, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its corporate seal and attested by herself as its \_\_\_\_\_.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, Notary Public of said County and State, certify that \_\_\_\_\_, personally came before me this day and acknowledged that s/he is the \_\_\_\_\_, for the County of Cumberland, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its corporate seal and attested by herself as its \_\_\_\_\_.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

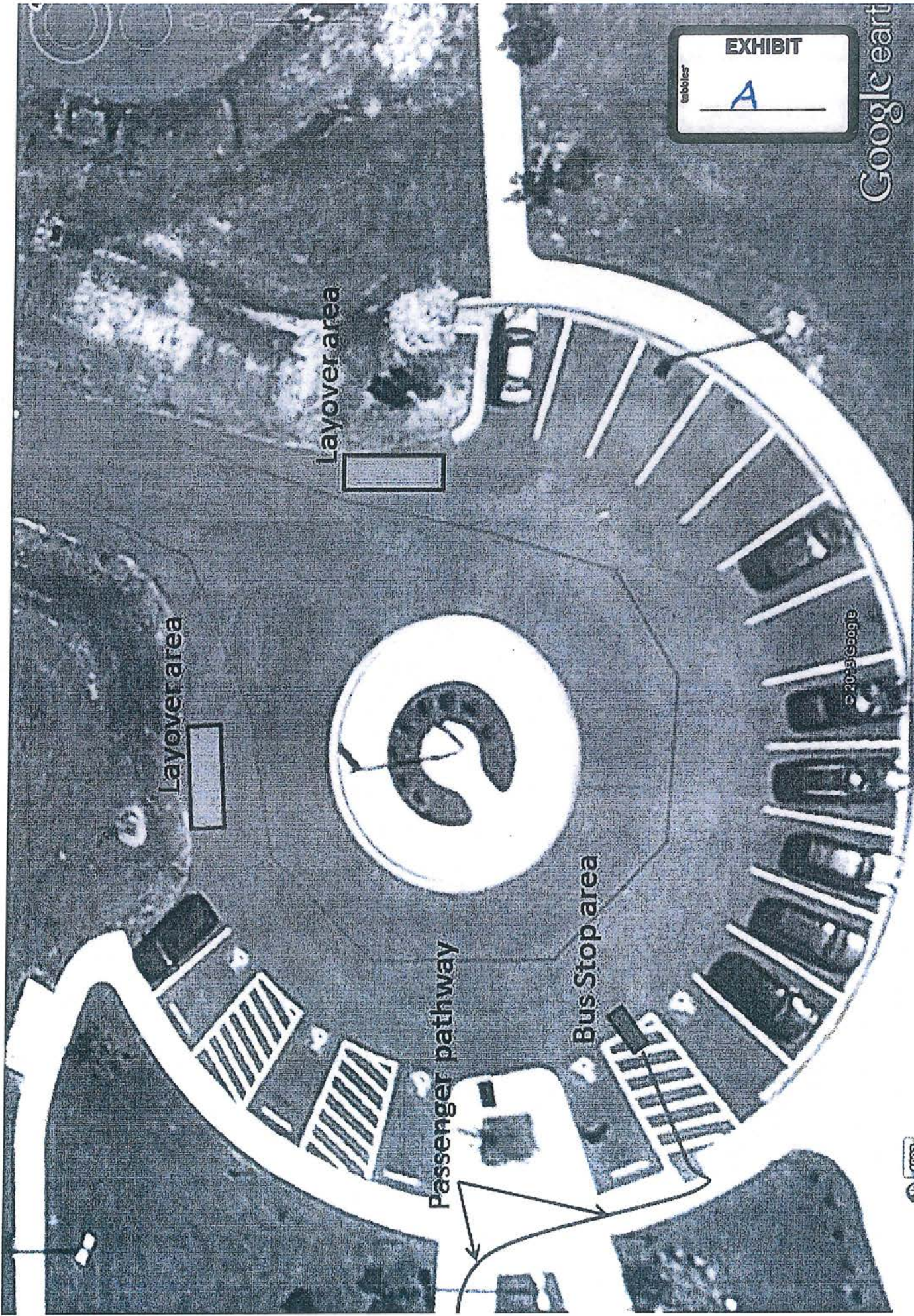
I, \_\_\_\_\_, Notary Public of said County and State, certify that **Pamela Megill**, personally came before me this day and acknowledged that she is the **City Clerk of the City of Fayetteville**, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its **City Clerk**.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_





tabbles

EXHIBIT

A

Google eart

Imagery Date: 4/13/2012 35°00'45.26"N 79°02'37.84"W elev. 215 ft eye alt. 390 ft

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RICKEY L. MOOREFIELD  
County Attorney



ITEM NO. 2E

PHYLLIS P. JONES  
Assistant County Attorney

ROBERT A. HASTY, JR.  
Assistant County Attorney

**OFFICE OF THE COUNTY ATTORNEY**

5<sup>th</sup> Floor, New Courthouse • P.O. Box 1829 • Suite 551 • Fayetteville, North Carolina 28302-1829  
(910) 678-7762

**MEMO FOR THE AGENDA OF THE JUNE 16, 2014  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Bd. of Commissioners; Co. Manager; Kecia Parker  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** June 9, 2014  
**SUBJECT:** Grant of Permission for City of Fayetteville to Encroach on County Property

**ATTACHMENTS:** Proposed Permission to Encroach

**BACKGROUND:**

The City of Fayetteville has requested permission from the county to encroach on county-owned property adjoining Person Street for the purpose of making street-scape improvements to Person Street. The county attorney consulted with the county engineer about the project and request and the county engineer advised that he was knowledgeable of the project. The agreement is simply the county's permission for the city to go upon the county's property to do the work on the city's right of way.

**RECOMMENDATION/PROPOSED ACTION:**

County attorney recommends that the requested permission be granted and the agreement be signed by the Chair.



June 3, 2014

To Whom It May Concern,

The City of Fayetteville is currently working on a project to improve Person Street. The project will involve making the sidewalks wider and the road narrower. We are also incorporating landscaping to improve the water quality discharging to the stream. Please find enclosed a brochure explaining the Person Street Innovative Stormwater Greenscape project and a permission form that the City of Fayetteville is asking that you sign. The permission form is needed because even though all of the work will be done in areas the City has right of way ownership or easement ownership over there is a chance that while the work is being done that someone may be on your property for a brief period. If you would please sign and return the permission form it would be greatly appreciated.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Kecia N. Parker, NCCP  
City of Fayetteville  
Real Estate Manager  
910-433-1061  
kparker@ci.fay.nc.us





## Permission Form

Date: June \_\_, 2014  
Tax Map No.: 0437-83-0210  
Site Address: 334 Person Street  
Property Owner: County of Cumberland  
Mailing Address: PO Box 449  
Fayetteville, NC 28302-0449

KNOWN ALL MEN BY THESE PRESENTS, that County of Cumberland hereinafter called "GRANTOR" (whether one or more), for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which is hereby acknowledged, does hereby grant unto the City of Fayetteville, its successors and assigns, hereinafter called "GRANTEE", the right, privilege and permission to go in and upon a portion of that property conveyed to GRANTOR (hereinafter "premises") by instrument of this permission form, for:

### ☒ Sidewalk/Streetscape Construction

And over and across said premises within an access area consisting of and immediately adjacent to the sidewalk on the premises for the purpose of maintenance and performing necessary construction to complete the Person Street Streetscape project. It is understood and agreed by and between the parties hereto that the Grantee shall have the right of ingress, egress and regress over and upon any lands of the Grantor adjacent to or in the vicinity of the premises as may be essential to the use thereof for the aforesaid purposes, and no entry for such purposes shall be deemed a trespass. [Any damage which may occur outside the access area to fences, buildings, or other structures resulting from the Grantee's exercise of its right to ingress, egress and regress shall be repaired by the Grantee.]

This permission form allowing the City or its successors or assigns to encroach on your property shall not create in the Grantee any ownership in the property and will not affect any existing private property right. Furthermore, the execution of this permission form shall not create any repair or maintenance obligations upon the Grantee except as provided herein.

TO HAVE AND TO HOLD the land herein before described unto the Grantee, its successors and assigns, for the aforesaid uses and purposes and none other. For as long as the Grantor owns the premises, this permission form shall remain in effect and valid. Therefore, the Grantee may access the premises to carry out the above-described activities on an as-needed basis in the future as long as the premises remain under ownership of the Grantor:

WHEREOF, the Grantors have hereunto set his and her hand, this \_\_\_\_ day of June, 2014.

\_\_\_\_\_

\_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ of the County of Cumberland and that by authority duly given and as the act of the county, the foregoing instrument was signed in its name by its \_\_\_\_\_, and attested by \_\_\_\_\_ as its \_\_\_\_\_.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2014.

(Official Seal)

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

AMY H. CANNON  
County Manager



JAMES E. LAWSON  
Assistant County Manager

QUENTIN T. McPHATTER  
Assistant County Manager



ITEM NO. 2F

**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2014**

**TO: BOARD OF COMMISSIONERS**

**FROM: AMY H. CANNON, COUNTY MANAGER**

**DATE: JUNE 10, 2014**

**SUBJECT: APPROVAL OF THE HOME & COMMUNITY CARE BLOCK GRANT FOR FY2014-2015**

**BACKGROUND**

Grant funding allocations for the Home & Community Care Block Grant for Cumberland County have not yet been finalized for FY2014-2015, however, the County has been instructed to use the current funding levels for planning purposes at this time. Mid-Carolina Area Agency on Aging has provided committee recommendations that the service provider allocations be maintained as currently distributed. Backup material regarding the abovementioned information is attached.

**RECOMMENDATION/PROPOSED ACTION**

Approve the County Summary and County Agreement for the Provision of County-Based Aging Services which require the signatures of the Chairman of the Board and the County Finance Director.

CM061014-3



# Mid-Carolina Area Agency on Aging

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

June 6, 2014

Ms. Amy Cannon  
Interim County Manager  
County of Cumberland  
P.O. Box 1829  
Fayetteville, NC 28302

Dear Ms. Cannon:

Home and Community Care Block Grant funding allocations have not been finalized for FY 2014-2015 as of yet; but the County has been instructed to use the current funding levels for planning purposes at this time. The Committee is recommending that the service provider allocations be maintained as currently distributed.

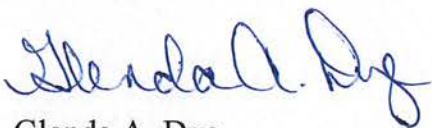
You will find enclosed:

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

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

If you have any questions, please call me.

Thank you,



Glenda A. Dye  
Aging Director

Enclosures

**Home and Community Care Block Grant for Older Adults**

**County Funding Plan**

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

County Cumberland

July 1, 2014 through June 30, 2015

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

Mid-Carolina Area Agency on Aging

(Name of agency/office with lead responsibility)

Glenda A. Dye

Authorized signature

06-06-14

(date)

Glenda A. Dye, Aging Director

(Type name and title of signatory agent)

## Home and Community Care Block Grant for Older Adults

County: CUMBERLAND

## County Funding Plan

July 1, 2014 through June 30, 2015

## County Services Summary

	A				B	C	D	E	F	G	H	I
Services	Block Grant Funding				Required Local Match	Net Service Cost	USDA Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursemen Rate	Projected HCCBG Clients	Projected Total Units
	Access	In-Home	Other	Total								
Adult Day Health*		164434			18270	182704		182704				
Adult Day Health Transportation		2000			222	2222		2222	1481	1.5000	10	1481
Care Management	131080				14564	145644		145644			30	
Care Mgmt Consumer Directed	80000				8889	88889		88889			8	
In-home Aide, LV1		34566			3841	38407		38407	1788	21.4804	12	1788
In-home Aide, LV2		105362			11707	117069		117069	5450	21.4804	47	5450
In-home Aide, LV3		142227			15803	158030		158030	7357	21.4804	45	7357
Home Improvement		87602			9734	97336		97336			150	
Transportation-General	45188				5021	50209		50209	3324	15.1050	25	3324
Transportation-Medical	146936				16326	163262		163262	6769	24.1191	250	6769
Senior Center Operations**			36000		4000	40000		40000				
Nutrition-Congregate			94681		10520	105201	15458	120659	20416	5.1529	100	20610
Nutrition-Home Del Meals			301220		33469	334689	49055	383744	64952	5.1529	325	65340
Information & Options Counseling	48659				5407	54066		54066			1680	
					0	0		0				
Total	451863	536191	431901	1419955	157773	1577728	64513	1642241	111537		2682	112119

## \*Adult Day Health

Cape Fear ADHC

81217

9024

90241

90241

2057

43.8500

10

2057

Southern Hospitality ADC

83217

9246

92463

92463

2032

45.4800

9

2032

## \*\*Senior Center Operations

Fayetteville-Cumberland Senior Center

12000

1333

13333

Hope Mills Sunshine Senior Center

12000

1333

13333

Spring Lake Senior Enrichment Center

12000

1333

13333

Signature, Chairman, Board of Commissioners

Date

Non-HCCBG

Health Promotion

23336

2593

25929



NAME AND ADDRESS

## Home and Community Care Block Grant for Older Adults

COMMUNITY SERVICE PROVIDER

Cape Fear Adult Day Health Care Center

920 Stamper Road

Fayetteville, NC 28303

## County Funding Plan

## Provider Services Summary

DOA-732 (Rev. 2/14)

County \_\_\_\_\_ Cumberland

July 1, 2014 through June 30, 2015

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse Rate	HCCBG Clients	Total Units
Adult Day Health Care	X			81217		////////////////	9024	90241		90241	2057	43.8500	10	2057
Adult Day Transport.	X			2000		////////////////	222	2222		2222	1481	1.5000	10	1481
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
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						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
Total	////	////	0	83217	0	83217	9246	92463	0	92463	3538	////////	20	3538

\*Adult Day Care &amp; Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care		40.00
Administrative		3.85
Net Ser. Cost Total		43.85
Transportation		1.50

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

Authorized Signature, Title  
 Community Service Provider

Date

Signature, County Finance Officer

Date

Signature, Chairman, Board of Commissioners

Date



NAME AND ADDRESS			Home and Community Care Block Grant for Older Adults										DOA-732 (Rev. 2/14)	
COMMUNITY SERVICE PROVIDER			County Funding Plan										County <u>comberland</u>	
Southern Hospitality ADC			Provider Services Summary										July 1, 2014 through June 30, 2015	
3211 Natal Street													REVISION # , DATE :	
Fayetteville, NC 28306														
Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse Rate	HCCBG Clients	Total Units
Adult Day health	x		83217			\\\\\\\\\\\\\\\\\\\\	9246	92463		92463	2032	45.48	8.75	2032
						\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\	0	0		0				
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						\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\	0	0		0				
Total	\\\\\\\\\\\\	\\\\\\\\\\\\	83217	0	0	83217	9246	92463	0	92463	2032	\\\\\\\\\\\\\\\\\\\\	8.75	2032
*Adult Day Care & Adult Day Health Care Net Service Cost														
			ADC	ADHC										
Daily Care					40									
Transportation														
Administrative					5.48									
Net Ser. Cost Total					45.48									
<div style="display: flex; justify-content: space-between;"> <div> <p>Certification of required minimum local match availability.</p> <p>Required local match will be expended simultaneously with Block Grant Funding.</p> </div> <div style="text-align: right;"> <p><i>[Signature]</i> 5/23/14</p> <p>Authorized Signature, Title      Date</p> <p>Community Service Provider</p> </div> </div>														
<div style="display: flex; justify-content: space-between;"> <div> <p>Signature, County Finance Officer      Date</p> </div> <div> <p>Signature, Chairman, Board of Commissioners      Date</p> </div> </div>														

NAME AND ADDRESS  
 COMMUNITY SERVICE PROVIDER  
 City of Fayetteville  
 Fayetteville-Cumberland Senior Center  
 739 Blue Street  
 Fayetteville, NC 28301

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DOA-732 (Rev. 2/14)

County \_\_\_\_\_ Cumberland

July 1, 2014 through June 30, 2015

REVISION \_\_\_\_\_, DATE \_\_\_\_\_

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

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

	ADC	ADHC
Daily Care		
Transportation		
Administrative		
Net Ser. Cost Total		

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

FCPR  
*James M. Miller* Rec'D: Mgr 6-5-14  
 Authorized Signature, Title Date  
 Community Service Provider

Signature, County Finance Officer Date

Signature, Chairman, Board of Commissioners Date

NAME AND ADDRESS		Home and Community Care Block Grant for Older Adults										DOA-732 (Rev. 2/14)	
COMMUNITY SERVICE PROVIDER		County Funding Plan										County <u>Cumberland</u>	
Town of Hope Mills												July 1, 2014 through June 30, 2015	
5770 Rockfish Road		Provider Services Summary										REVISION # , DATE :	
Hope Mills, NC 28348													

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

*Adult Day Care & Adult Day Health Care Net Service Cost		Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.										<div style="display: flex; justify-content: space-between;"> <div>             Authorized Signature, Title            Community Service Provider         </div> <div>           6/2/2014            Date         </div> </div>				
Daily Care																
Transportation																
Administrative																
Net Ser. Cost Total																
		Signature, County Finance Officer _____ Date _____										Signature, Chairman, Board of Commissioners _____ Date _____				



NAME AND ADDRESS			Home and Community Care Block Grant for Older Adults								DOA-732 (Rev. 2/14)			
COMMUNITY SERVICE PROVIDER											County <u>Cumberland</u>			
Town of Spring Lake			County Funding Plan								July 1, 2014 through June 30, 2015			
PO Box 617											REVISION # , DATE :			
Spring Lake, NC 28390			Provider Services Summary											
Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse Rate	HCCBG Clients	Total Units
Sr. Ctr. Operations					12000	////////////////	1333	13333		13333				
Health Promotions						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
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						////////////////	0	0		0				
Total	////////	////////	0	0	12000	12000	1333	13333	0	13333	0	////////	0	0
*Adult Day Care & Adult Day Health Care Net Service Cost														
			ADC		ADHC									
Daily Care														
Transportation														
Administrative														
Net Ser. Cost Total														
							Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.				<div style="text-align: right;"> <i>Gail Edna White</i>, Director 5/19/14            Authorized Signature, Title                      Date            Community Service Provider         </div>			
							Signature, County Finance Officer                      Date				Signature, Chairman, Board of Commissioners                      Date			

## Community Service Provider

## Home and Community Care Block Grant for Older Adults

DOA-732 (Rev. 2/12)

CUMBERLAND COUNTY COUNCIL ON OLDER ADULTS

## County Funding Plan

Cumberland County

339 DEVERS ST.

July 1, 2014 through June 30, 2015

FAYETTEVILLE, NC 28303

## Provider Services Summary

REVISION # DATE :

Services			A				B	C	D	E	F	G	H	I
	Ser. Delivery		Block Grant Funding				Required	Net*	NSIP	Total	Projected HCCBG Units	Projected Reimburse Rate	Projected HCCBG Clients	Projected Total Units
	(Check One)													
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding				
In-Home Aide Services	X			282,155		////////////////	31,350	313,505		313,505	14,595	21.4804	104	14,688
Congregate Nutrition	X				94,681	////////////////	10,520	105,201	15,458	120,659	20,416	5.1529	100	20,610
Home Delivered Meals	X			301,220		////////////////	33,469	334,689	49,055	383,744	64,952	5.1529	325	65,340
Information & Options Counseling	X		48,659			////////////////	5,407	54,066		54,066			1,680	
Home Improvement	X			87,602		////////////////	9,734	97,336		97,336			150	
						////////////////								
						////////////////								
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						////////////////								
						////////////////								
Total	////	////	48,659	670,977	94,681	814,317	90,480	904,797	64,513	969,310	99,963	////////	2,359	100,638

\*Adult Day Care &amp; Adult Day Health Care Net Service Cost

ADC

ADHC

Daily Care

Transportation

Administrative

Net Ser. Cost Total

Certification of required minimum local match availability.

Required local match will be expended simultaneously  
with Block Grant Funding.Authorized Signature, Title  
Community Service Provider

Date: 05/21/14

Signature, County Finance Officer

Date

Signature, Chairman, Board of Commissioners Date

NAME AND ADDRESS

## Home and Community Care Block Grant for Older Adults

COMMUNITY SERVICE PROVIDER

Cumberland County

Community Transportation Program

PO Box 1829

Fayetteville, NC 28302

## County Funding Plan

## Provider Services Summary

DOA-732 (Rev. 2/14)

County: Cumberland

July 1, 2014 through June 30, 2015

REVISION # , DATE :

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse Rate	HCCBG Clients	Total Units
Transportation - Med.		X	146936			////////////////	16326	163262		163262	6769	24.1191	250	6769
Transportation - Gen.		X	45188			////////////////	5021	50209		50209	3324	15.105	25	3324
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
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						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
Total	////////	////////	192124	0	0	192124	21347	213471	0	213471	10093	////////	275	10093

\*Adult Day Care &amp; Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care		
Transportation		
Administrative		
Net Ser. Cost Total		

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

Authorized Signature, Title  
 Community Service Provider

Date

Signature, County Finance Officer

Date

Signature, Chairman, Board of Commissioners

Date



NAME AND ADDRESS COMMUNITY SERVICE PROVIDER Mid-Carolina Council of Governments P.O. Drawer 1510 Fayetteville, NC 28302			<b>Home and Community Care Block Grant for Older Adults</b>  <b>County Funding Plan</b>  <b>Provider Services Summary</b>								DOA-732 (Rev. 2/14) County <u>Cumberland</u> July 1, 2014 through June 30, 2015			
Services	Ser. Delivery (Check One)		A Block Grant Funding				B Required Local Match	C Net* Serv Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate	H Projected HCCBG Clients	I Projected Total Units
	Direct	Purch.	Access	In-Home	Other	Total								
Care Management	X		131080			////////////////	14564	145644		145644			30	
Care Mgmt Consumer Directed Care	X		80000			////////////////	8889	88889		88889			8	
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
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						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
						////////////////	0	0		0				
Total	////////	////////	211080	0	0	211080	23453	234533	0	234533	0	////////	38	0

<p>*Adult Day Care &amp; Adu ADC      ADHC</p> <p>Daily Care      _____</p> <p>Transportation      _____</p> <p>Administrative      _____</p> <p>Net Ser. Cost Total      _____</p>	<p>Certification of required minimum local match availability.  Required local match will be expended simultaneously  with Block Grant Funding.</p> <p>_____  Signature, County Finance Officer      Date</p>	<div style="text-align: right;">   Authorized Signature, Title _____ Date <u>10-10-14</u>  Community Service Provider </div> <div style="text-align: right; margin-top: 20px;"> _____  Signature, Chairman, Board of Commissioners      Date </div>
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**July 1, 2014 Through June 30, 2015**

**Home and Community Care Block Grant for Older Adults**

**Agreement for the Provision of County-Based Aging Services**

This Agreement, entered into as of this 1<sup>st</sup> day of July, 2014, by and between the County of Cumberland (hereinafter referred to as the "County") and the Mid-Carolina Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

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

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

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:  
  
Cumberland County Council on Older Adults, Inc.
- 1.(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DOA-732) for the period ending June 30 for the year stated above.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.
3. Grant Administration. The grant administrator for the Area Agency shall be Glenda Dye, Aging Director. The grant administrator for the County shall be the County Manager.



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

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DOA-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DOA-732).

(a) Interim Payments to the County

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



(b) Reimbursement of Service Costs

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

c) Role of the Area Agency

The Area Agency shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

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

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

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

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

The Area Agency may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-

home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

In the event the Service Provider's rate of progress on the contract is leading to under spending at the end of the contract period, the Area Agency may reallocate Home and Community Care Block Grant funds within the county as necessary to most effectively utilize funds.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

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

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

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (7/1/03 and revised 10/1/09). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

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

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of



Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

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

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Circular A-133.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Circular A-133, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Circular A-133, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable.

**Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at

<https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp>.



The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Circular A-133 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
• Less than \$25,000 in State or Federal funds	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
Greater than \$25,000 and less than \$500,000 in State or Federal Funds	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
• \$500,00+ in State funds <u>and</u> Federal pass through in an amount less than \$500,000	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
• \$500,000+ in State funds <u>and</u> \$500,000+ in Federal pass through funds (i.e. at least \$1,000,000)	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use State and Federal funds
• Less than \$500,000 in State funds <u>and</u> \$500,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use Federal funds, but <u>not</u> State funds.

12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service

provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Circular A-122 requirements, requirements of A-110, requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.

13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.



17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.



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

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

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

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

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

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


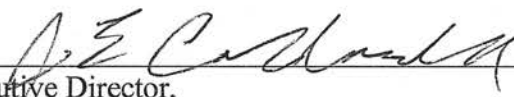
**Cumberland County**

Attest:

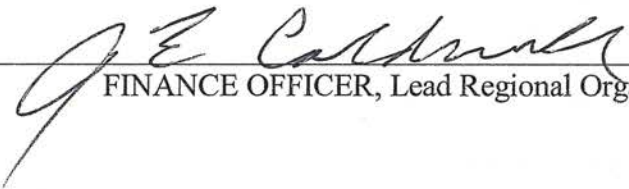
\_\_\_\_\_  
By: \_\_\_\_\_  
Chairman, Board of Commissioners

**Area Agency**

Attest:

  
Area Agency Director  
By:   
Executive Director,  
Lead Regional Organization

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

BY:   
FINANCE OFFICER, Lead Regional Organization



ITEM NO. 26


**CUMBERLAND**  
**COUNTY**  
NORTH CAROLINA

**ENGINEERING & INFRASTRUCTURE DEPARTMENT**

JEFFERY P. BROWN, PE  
Engineering & Infrastructure Director

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2014**

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** JEFFERY P. BROWN, PE, E & I DIRECTOR 

**THROUGH:** AMY H. CANNON, INTERIM COUNTY MANAGER

**DATE:** JUNE 6, 2014

**SUBJECT:** EXEMPTION OF REQUEST FOR QUALIFICATION BASED  
SELECTION FOR ENGINEERING SERVICES FOR ADA STUDY  
UPDATE

**BACKGROUND**

It has recently been determined that the County needs to update the initial Americans with Disability Act (ADA) study that was completed back in 1992 for some of its facilities. This study was completed by Heery International.

Units of local government per GS 143-64.32 have the ability to exempt projects from a qualification based selection process where an estimated professional fee is an amount less than \$50,000. The professional fees for the update of this ADA study are projected to be much less than this amount. Therefore, it is the recommendation of the Engineering and Infrastructure Department for the Board of Commissioners to exempt this project from the qualification based selection process.

**RECOMMENDATION**

The Engineering and Infrastructure Director and County Management recommend that the Board of Commissioners vote to approve the resolution exempting the professional services needed for update of the ADA study for county facilities.



RESOLUTION EXEMPTING COURTHOUSE PARKING LOT EXPANSION  
FROM G.S. 143-64.31

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee;

WHEREAS, the County proposes to enter into one or more contracts for professional services for work on updating the existing Americans with Disability Act (ADA) study; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.32 if the estimated fee is less than \$50,000; and

WHEREAS, the estimated fee for design services for the above-described project is less than \$50,000.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF CUMBERLAND RESOLVES:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

Adopted this 16<sup>th</sup> day of June, 2014.

\_\_\_\_\_  
Chairman, Cumberland County  
Board of Commissioners

Attest:

\_\_\_\_\_  
Clerk to the Board of Commissioners

ORDINANCE ASSESSING PROPERTY FOR THE COSTS  
OF DEMOLITION OF A STRUCTURE PURSUANT TO  
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY  
CASE NUMBER: MH 277-2013  
PROPERTY OWNER: Ida Mae Flood Heirs

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on December 16, 2013, enacted an ordinance directing the demolition by the owner of the structure Ida Mae Flood Heirs, located at 4920 Wall Street, Linden, NC, PIN: 0574-75-1514, said ordinance being recorded in Book 9351, page 280, of the Cumberland County Registry of Deeds;

WHEREAS, the time within which said demolition was to be performed has expired and the owner(s) failed to comply with the ordinance within such period; and

WHEREAS, the said ordinance further directed the Minimum Housing Inspector to effect the demolition of the structure(s) in the event the owner(s) failed to do so;

WHEREAS, the Minimum Housing Inspector has reported to this Board that:

- (1) Said work had been accomplished.
- (2) The cost of such work was \$1,200.00.
- (3) There were no salable materials resulting from said work.

NOW THEREFORE, the above report coming on to be considered and the Board of County Commissioners find it to be a true and accurate accounting, the said Board hereby ORDAINS:

(1) That the real property on which the work was performed be, and it hereby is, assessed in the amount of \$1,200.00, said sum being the unpaid balance of the cost of the work set forth in the

Inspector's Report;

- (2) That as provided in the Ordinance of Cumberland County dated December 16, 2013, and in Section 153A-372 of the General Statutes of North Carolina, the amount of the foregoing assessment be, and hereby does constitute, a lien against the real property upon which such costs were incurred, such property being more particularly described as follows:

The structure and premises located at 4920 Wall Street, Linden, NC, as described in Deed Book 0796, page 095, of the Cumberland County Registry and identified in County tax records as PIN 0574-75-1514.

- (3) That as further provided in Section 160A-443(6) of the General Statutes of North Carolina, such lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of said General Statutes;

- (4) That one copy of this resolution be filed in the minutes of this Board of County Commissioners and another copy certified and delivered by the Clerk as a charge to the Tax Collector, who shall thereupon enter the amount of the assessment set forth above upon the Tax Books of the County as a special assessment against the above described property.

\* \* \* \* \*

I certify that the foregoing Ordinance was adopted and ordered by the Board of Commissioners of Cumberland County, North Carolina, this 16th day of June, 2014, at 6:45 p.m. o'clock.

---

Cumberland County Clerk



ORDINANCE ASSESSING PROPERTY FOR THE COSTS  
OF DEMOLITION OF A STRUCTURE PURSUANT TO  
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY  
CASE NUMBER: MH 109-2013

PROPERTY OWNER: Donnie Ray Vause Heirs & Richard J. Jarvis

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on December 16, 2013, enacted an ordinance directing the demolition by the owner of the structure Donnie Ray Vause Heirs & Richard Jarvis, located at 3921 Nashville Drive, Fayetteville, NC, PIN: 0424-75-6077, said ordinance being recorded in Book 9351, page 283, of the Cumberland County Registry of Deeds;

WHEREAS, the time within which said demolition was to be performed has expired and the owner(s) failed to comply with the ordinance within such period; and

WHEREAS, the said ordinance further directed the Minimum Housing Inspector to effect the demolition of the structure(s) in the event the owner(s) failed to do so;

WHEREAS, the Minimum Housing Inspector has reported to this Board that:

- (1) Said work had been accomplished.
- (2) The cost of such work was \$1,600.00.
- (3) There were no salable materials resulting from said work.

NOW THEREFORE, the above report coming on to be considered and the Board of County Commissioners find it to be a true and accurate accounting, the said Board hereby ORDAINS:

- (1) That the real property on which the work was performed be, and it hereby is, assessed in the amount of \$1,600.00, said sum

being the unpaid balance of the cost of the work set forth in the Inspector's Report;

- (2) That as provided in the Ordinance of Cumberland County dated December 16, 2013, and in Section 153A-372 of the General Statutes of North Carolina, the amount of the foregoing assessment be, and hereby does constitute, a lien against the real property upon which such costs were incurred, such property being more particularly described as follows:

The structure and premises located at 3921 Nashville Drive, Fayetteville NC, as described in Deed Book 3625, page 310, of the Cumberland County Registry and identified in County tax records as PIN 0424-75-6077.

- (3) That as further provided in Section 160A-443(6) of the General Statutes of North Carolina, such lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of said General Statutes;

- (4) That one copy of this resolution be filed in the minutes of this Board of County Commissioners and another copy certified and delivered by the Clerk as a charge to the Tax Collector, who shall thereupon enter the amount of the assessment set forth above upon the Tax Books of the County as a special assessment against the above described property.

\* \* \* \* \*

I certify that the foregoing Ordinance was adopted and ordered by the Board of Commissioners of Cumberland County, North Carolina, this 16th day of June, 2014, at 6:45 p.m. o'clock.

---

Cumberland County Clerk

ORDINANCE ASSESSING PROPERTY FOR THE COSTS  
OF DEMOLITION OF A STRUCTURE PURSUANT TO  
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY

CASE NUMBER: MH 286-2013

PROPERTY OWNER: Eddie E. & Vanessa C. Taylor, Jr  
&  
Chase Home Finance, LLC

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on November 18, 2013, enacted an ordinance directing the demolition by the owner of the structure Eddie E. & Vanessa C. Taylor, Jr. & Chase Home Finance LLC located at 2501 Quail Forest Drive, Fayetteville, NC, PIN: 0405-95-4474, said ordinance being recorded in Book 9335, page 578, of the Cumberland County Registry of Deeds;

WHEREAS, the time within which said demolition was to be performed has expired and the owner(s) failed to comply with the ordinance within such period; and

WHEREAS, the said ordinance further directed the Minimum Housing Inspector to effect the demolition of the structure(s) in the event the owner(s) failed to do so;

WHEREAS, the Minimum Housing Inspector has reported to this Board that:

- (1) Said work had been accomplished.
- (2) The cost of such work was \$3,100.00.
- (3) There were no salable materials resulting from said work.

NOW THEREFORE, the above report coming on to be considered and the Board of County Commissioners find it to be a true and accurate accounting, the said Board hereby ORDAINS:



(1) That the real property on which the work was performed be, and it hereby is, assessed in the amount of \$3,100.00, said sum being the unpaid balance of the cost of the work set forth in the Inspector's Report;

(2) That as provided in the Ordinance of Cumberland County dated November 18, 2013, and in Section 153A-372 of the General Statutes of North Carolina, the amount of the foregoing assessment be, and hereby does constitute, a lien against the real property upon which such costs were incurred, such property being more particularly described as follows:

The structure and premises located at 2501 Quail Forest Drive, Fayetteville NC, as described in Deed Book 3934, page 0896, of the Cumberland County Registry and identified in County tax records as PIN 0405-95-4474.

(3) That as further provided in Section 160A-443(6) of the General Statutes of North Carolina, such lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of said General Statutes;

(4) That one copy of this resolution be filed in the minutes of this Board of County Commissioners and another copy certified and delivered by the Clerk as a charge to the Tax Collector, who shall thereupon enter the amount of the assessment set forth above upon the Tax Books of the County as a special assessment against the above described property.

\* \* \* \* \*

I certify that the foregoing Ordinance was adopted and ordered by the Board of Commissioners of Cumberland County, North Carolina, this 16th day of June, 2014, at 6:45 p.m. o'clock.

---

Cumberland County Clerk

AMY H. CANNON  
Interim County Manager



JAMES E. LAWSON  
Assistant County Manager

QUENTIN T. McPHATTER  
Assistant County Manager




ITEM NO. 21

**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2014**

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** AMY H. CANNON, INTERIM COUNTY MANAGER 

**DATE:** MAY 28, 2014

**SUBJECT:** APPROVAL OF THE CUMBERLAND COUNTY JUVENILE  
CRIME PREVENTION COUNCIL CONTRACTS REPRESENTING  
FUNDING ALLOCATIONS FOR JULY 1, 2014 THROUGH  
JUNE 30, 2015

**BACKGROUND**

The Cumberland County Juvenile Crime Prevention Council annually submits the JCPC Program Contacts to the Board of Commissioners for approval prior to submitting to the State office. The contracts represent the funding allocations for FY2014-2015.

**RECOMMENDATION/PROPOSED ACTION**

The Juvenile Crime Prevention Council recommends approval of the JCPC DJJDP/County Funding requests for FY2014-2015. Information regarding the contracts is attached.

CM052814-1



CUMBERLAND COUNTY  
**Juvenile Crime  
Prevention Council**  
BRINGING RESOURCES TOGETHER FOR AT-RISK YOUTH

June 5, 2014

Melvin Lindsay, Sr., Chair

Linda Blanton Vice-Chair

La-Lisa Hewett-Robinson

Bruce Morrison

Lt. Tim Tew

Lt. Bobby Jeffers

Cheri Siler-Mack

Miguel Pitts

Tina Higgs

Melakne Stimpson

Amy Cannon

Wanda Tart

Honorable Edward A. Pone

Shawn Withy-Allen

Honorable Billy R. King

Robin Black

Det. Melton Brown

Sarita Mallard

Kay Stuertz

Stephanie Glover

Sonya Thompson

Tyra Cohen

Latoya Gordon

Margarita Dostall

Ronald Tillman,  
DJJDP Community  
Specialist

Mark Stang,  
JCPC Coordinator,  
CC CommuniCare, Inc.

Sarah Hallock,  
Executive Director,  
CC CommuniCare Inc.

To: Ms. Amy Cannon, Interim County Manager

Annually, the Department of Public Safety/Department Adult Corrections Juvenile Justice makes funding available to local county governments for the purpose of funding early intervention programs/services for youth that are involved in, or may become involved in, the juvenile court system.

The local Council established an Allocations Committee that reviewed all proposals submitted for consideration for the 2014.2015 DAC/JJ projected allocation. As such, the JCPC has completed their annual planning process and presented their recommendation to the full Council at the May meeting. During the Council's May meeting on Wednesday, May 14, 2014, the full Council discussed the funding requests submitted for the next upcoming fiscal year. As part of that meeting, the Council **voted unanimously** to submit funding recommendations, outlined in Attachment A, and the FY15 annual JCPC Certification for Cumberland County and the DAC/JJ state program agreements for seven local programs. The annual comprehensive planning document will be forthcoming when received from DACJJ.

Cumberland County is projected to receive \$918,508 in state dollars for fiscal year 2014.2015. Local matching funds of 20% are required in order to be eligible to receive these state funds. The County of Cumberland has contributed a portion of the required match annually. The local council gratefully acknowledges the ongoing support provided by the county.

This packet represents the funding recommendations the JCPC is making to the C.C. Board of Commissioners for their consideration. Please feel free to contact me should you have any questions or require further assistance.

Regards,

  
Melvin Lindsay, Sr.  
JCPC Chair



# JCPC DACJJ/County Funding Requests for FY 2014-2015

## Attachment A

Program Name	Current DACJJ Funding	Current County Matching funds	FY 14.15 DACJJ funds requested	Change in DACJJ request	County Cash requested for match FY 12.13	Local Program Cash as a portion of match	Program Inkind as a portion of match	Other Program Cash	Total Program Budget Per Request	FY 14.15 Recommendation to Commissioners (DJJDP \$\$\$)	FY 14.15 Recommendation for County Cash match
JAC	251,750	87,232	251,750	0	32,232		29,790		313,772	251,750	32,232
Find A Friend	59,813	9,657	59,813	0	9,657	27,427	34,286		131,183	59,813	9,657
C.C. Group Care	293,855	168,359	293,855	0	181,789			239,684	715,328	293,855	181,789
Fay/CC Restitution	83,536	12,152	87,672	4,136	12,152	12,151	1,000		112,975	87,672	12,152
Teen Court	53,936	20,495	53,936	0	20,495	960	17,280		92,671	53,936	20,495
Families & Courts Together	139,921	25,414	139,921	0	80,414	8,317	9,724		238,376	139,921	80,414
CONNECT **	0	0	10,868	(10,868)			8,650		19,518	10,868	
Coordinator Budget		56,734		0	56,734				56,734		56,734
Administrative Budget	15,500		15,500	0					15,500	15,500	
Unallocated funds	20,197		5,193	(15,004)					5,193	5,193	
<b>Totals</b>	<b>918,508</b>	<b>380,043</b>	<b>918,508</b>	<b>4,136</b>	<b>393,473</b>	<b>48,855</b>	<b>100,730</b>	<b>239,684</b>	<b>1,701,250</b>	<b>918,508</b>	<b>393,473</b>

Projected County funds for  
FY 14.15

\$393,473 (At the request of County finance, this includes the required county funding from "org 4366" to match foster care board funding.)

Projected 2014.15 DACJJ  
allocation

\$918,508

**\*\* CONNECT is a contractual program via the Juvenile Assessment Center.**

# CUMBERLAND COUNTY

## Department of Juvenile Justice and Delinquency Prevention County Funding Allocation

Available Funds:   \$   \$918,508      Local Match:   \$   \$543,058      Rate:   20%

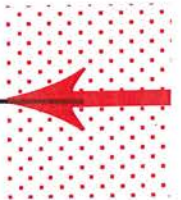
A Program Agreement Form for each program listed below is included as an attachment to the Community Prevention and Intervention Plan.

#	Program Provider	DJJDP Funding	LOCAL FUNDING		OTHER	OTHER	Total	% Non-DJJDP Program Revenues
			Local Cash Match	Local In-Kind	State/Federal	Funds		
1	Juvenile Assessment Center	\$251,750	\$32,232	\$29,790			\$313,772	20%
2	Find A Friend	\$59,813	\$37,084	\$34,286			\$131,183	54%
3	Families & Courts Together	\$139,921	\$88,731	\$9,724			\$238,376	41%
4	CC Group Care	\$293,855	\$181,789		\$239,684		\$715,328	59%
5	Fayetteville CC Juvenile Restitution	\$87,672	\$24,303	\$1,000			\$112,975	22%
6	Teen Court	\$53,936	\$21,455	\$17,280			\$92,671	42%
7	CONNECT	\$10,868		\$8,650			\$19,518	44%
8	Coordinator Budget		\$56,734				\$56,734	100%
9	JCPC Administrative Budget	\$15,500					\$15,500	0%
10	Unallocated Funds	\$5,193					\$5,193	0%
11							\$0	#DIV/0!
12							\$0	#DIV/0!
13							\$0	#DIV/0!
14							\$0	#DIV/0!
15							\$0	#DIV/0!
16							\$0	#DIV/0!
17							\$0	#DIV/0!
18							\$0	#DIV/0!
<b>TOTALS:</b>		<b>\$918,508</b>	<b>\$442,328</b>	<b>\$100,730</b>	<b>\$239,684</b>	<b>\$0</b>	<b>\$1,701,250</b>	<b>46%</b>

The above plan was derived through a planning process by the CUMBERLAND County  
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2014-2015

*Michi R. [Signature]* 6-9-14  
 Chairperson, Juvenile Crime Prevention Council (Date)

\_\_\_\_\_  
 Chairperson, Board of County Commissioners (Date)







**NC Department of Public Safety**  
**Juvenile Crime Prevention Council Certification**

Fiscal Year: 2014 -2015

County: **Cumberland**

Date: **04-24-14**

**CERTIFICATION STANDARDS**

**STANDARD #1 - Membership**

- |   |            |
|---|------------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?                              | <u>Yes</u> |
| B. Is the membership list attached?   | <u>Yes</u> |
| C. Are members appointed for two year terms and are those terms staggered?  | <u>Yes</u> |
| D. Is membership reflective of social-economic and racial diversity of the community?   | <u>Yes</u> |
| E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | <u>Yes</u> |
| If not, which positions are vacant and why?   |            |

**STANDARD #2 - Organization**

- |  |            |
|--|------------|
| A. Does the JCPC have written Bylaws?  | <u>Yes</u> |
| B. Bylaws are <input type="checkbox"/> attached or <input checked="" type="checkbox"/> on file (Select one.)   |            |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure.  | <u>Yes</u> |
| D. Does the JCPC have written policies and procedures for funding and review?  | <u>Yes</u> |
| E. These policies and procedures <input type="checkbox"/> attached or <input checked="" type="checkbox"/> on file. (Select one.)   |            |
| F. Does the JCPC have officers and are they elected annually?  | <u>Yes</u> |
| JCPC has: <input checked="" type="checkbox"/> Chair; <input checked="" type="checkbox"/> Vice-Chair; <input type="checkbox"/> Secretary; <input type="checkbox"/> Treasurer. |            |

**STANDARD #3 - Meetings**

- |  |            |
|--|------------|
| A. JCPC meetings are considered open and public notice of meetings is provided.  | <u>Yes</u> |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | <u>Yes</u> |
| C. Does the JCPC meet bi-monthly at a minimum?   | <u>Yes</u> |
| D. Are minutes taken at all official meetings?   | <u>Yes</u> |
| E. Are minutes distributed prior to or during subsequent meetings?   | <u>Yes</u> |

**STANDARD #4 - Planning**

- |   |            |
|---|------------|
| A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? | <u>Yes</u> |
| B. Is this Annual Plan presented to the Board of County Commissioners and to DPS?   | <u>Yes</u> |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval?  | <u>Yes</u> |



## Juvenile Crime Prevention Council Certification (cont'd)

### STANDARD #5 - Public Awareness

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (☒ RFP, distribution list, and article attached) Yes
- B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? Yes

### STANDARD #6 - No Overdue Tax Debt

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? Yes

Briefly outline the plan for correcting any areas of standards non-compliance.

NA

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. *Form JCPC/OP 002 (b) JCPC Certification Budget Pages* detailing the expenditure budget must be attached to this certification.

The JCPC Certification **must be received by June 30, 2014.**

### JCPC Administrative Funds SOURCES OF REVENUE

#### DPS JCPC

Only list requested funds for  
JCPC Administrative Budget.

Local

15,500

Other

Total

15,500

  
JCPC Chairperson

4-28-14

Date

Chairman, Board of County Commissioners

Date

DPS Designated Official

Date

# Juvenile Crime Prevention Council Certification (cont'd)

Cumberland

County

FY 2014-2015

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Bruce Morrison	Safety & Security Coordinator	<input checked="" type="checkbox"/>	W	M
2) Chief of Police	Lt. Tim Tew	Juvenile Division	<input checked="" type="checkbox"/>	W	M
3) Local Sheriff or designee	Lt. Bobby Jeffers	Juvenile Services	<input checked="" type="checkbox"/>	B	M
4) District Attorney or designee	Cheri Siler-Mack	Asst. District Attorney	<input checked="" type="checkbox"/>	B	F
5) Chief Court Counselor or designee	Miguel Pitts	Chief Court Counselor	<input type="checkbox"/>	B	M
6) Director, AMH/DD/SA, or designee	Tina Higgs	Alliance Consultant	<input checked="" type="checkbox"/>	B	F
7) Director DSS or designee	Melakne Stimpson	Social Worker Supervisor	<input checked="" type="checkbox"/>	B	F
8) County Manager or designee	Amy Cannon	Deputy County Manager	<input checked="" type="checkbox"/>	W	F
9) Substance Abuse Professional	Robin Pride	Adult Probation/Parole	<input type="checkbox"/>	W	F
10) Member of Faith Community	Shawn Withy-Allen	Youth Pastor	<input type="checkbox"/>	W	M
11) County Commissioner	Billy King	County Commission	<input checked="" type="checkbox"/>	B	M
12) Two Persons under age 18 (State Youth Council Representative, if available)	Vacant		<input type="checkbox"/>		
			<input type="checkbox"/>		
13) Juvenile Defense Attorney	Sarita Mallard	Attorney	<input type="checkbox"/>	B	F
14) Chief District Judge or designee	Edward Pone	Judge	<input checked="" type="checkbox"/>	B	M
15) Member of Business Community	La-Lisa Hewitt-Robinson	SRAHEC	<input type="checkbox"/>	B	F
16) Local Health Director or designee	Wanda Tart	Director of Nursing	<input checked="" type="checkbox"/>	W	F
17) Rep. United Way/other non-profit	Linda Blanton	Partnership for Children	<input type="checkbox"/>	W	F
18) Representative/Parks and Rec.	Melvin Lindsay, Sr.	Fayetteville Parks and Rec.	<input type="checkbox"/>	B	M

**Juvenile Crime Prevention Council Certification (cont'd)**

19) County Commissioner appointee	Stephanie Glover	Family Advocacy Specialist Ft. Bragg	<input type="checkbox"/>	B	F
20) County Commissioner appointee	Kay Stuertz	Retired School Psychologist	<input type="checkbox"/>	B	F
21) County Commissioner appointee	Latoya Gordon	Crime Prevention	<input type="checkbox"/>	B	F
22) County Commissioner appointee	Sonya Thompson	Workforce Development	<input type="checkbox"/>	B	F
23) County Commissioner appointee	Detective Melton Brown	Spring Lake Police Department	<input type="checkbox"/>	B	M
24) County Commissioner appointee	Tyra Cohen	Public Health Administrator	<input type="checkbox"/>	B	F
25) County Commissioner appointee			<input type="checkbox"/>		



JEANNETTE M. COUNCIL  
Chairman

KENNETH S. EDGE  
Vice Chairman

CHARLES E. EVANS  
W. MARSHALL FAIRCLOTH  
JIMMY KEEFE  
BILLY R. KING  
EDWARD G. MELVIN



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

**BOARD OF COMMISSIONERS**


CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

ITEM NO. 25

**MEMORANDUM FOR BOARD OF COMMISSIONERS'**  
**CONSENT AGENDA OF JUNE 16, 2014**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CANDICE H. WHITE, CLERK TO THE BOARD** 

**DATE: JUNE 10, 2014**

**SUBJECT: ALCOHOLIC BEVERAGE CONTROL (ABC) BOARD TRAVEL POLICY**

**BACKGROUND:**

According to the attached correspondence from A. Johnson Chestnutt, Chairman of the Cumberland County ABC Board, the ABC Board is requesting that the Cumberland County Board of Commissioners approve the ABC Board's adoption of Cumberland County's Travel Policy, CP-06, in accordance with House Bill 1717: Modernization of the State ABC System, Section 13.

**RECOMMENDATION/PROPOSED ACTION:**

Approve the ABC Board's request to adopt Cumberland County Travel Policy, CP-06, and direct the Clerk to the Board to send to the ABC Commission written confirmation of said action and a copy of Cumberland County's Travel Policy, CP-06.

Attachments

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

June 10, 2014

Subject: Board Travel Policy

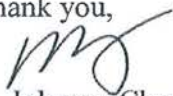
Chair Jeannette Council:

The ABC Board voted at the June 9, 2014 meeting to request the permission and approval from the County Commissioners to adopt the County's Travel Policy according to House Bill 1717: Modernization of the State ABC System. The House Bill 1717 is a result of recommendations by a joint legislative study committee on Alcoholic Beverage Control issues. House Bill 1717, Section 13 (see below) requires that the local board annually submit a copy of the County's travel policy and the authorization to the ABC Board to be forwarded to the ABC Commission.

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

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

Thank you,

  
A. Johnson Chestnutt  
Chairman

## County of Cumberland Policies & Procedures

**Subject:** CUMBERLAND COUNTY TRAVEL POLICY

**Policy No.** CP-06

**Revision No.** 2

**Date:** 12/15/2010

**Approved By:** *A. Monfilla*  
County Attorney

*James E. Martin*  
County Manager

### I. PURPOSE

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

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

### II. SCOPE

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

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



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

### III. DEFINITIONS

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

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

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

#### IV. GENERAL GUIDELINES

A. In-State/Out-of –State Travel

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

B. Multiple Employees Traveling to the Same Destination

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

#### V. PROCEDURES

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

A. **Travel Advances**

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



## **B. Registration**

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

## **C. Transportation**

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

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



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

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

**D. Overnight Travel – Subsistence**

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

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

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

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

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

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

**E. Motel/ Hotel:**

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

**F. Telephone:**

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

Personal – Personal calls are not reimbursable.

**G. Internet Connection:**

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

**H. Daily Travel (Not Overnight)**

There will not be Reimbursement for meals under daily travel.

**I. Mileage Reimbursement**

The County reimburses mileage expense at the IRS standard mileage rate. The Finance Director is authorized to make periodic adjustments for

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

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

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

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



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

#### J. Processing and Approval of Reimbursement Requests

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

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

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

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

The following items are **NOT** reimbursable:

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

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

#### **K. Responsibilities of Travel Approvers**

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

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

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

#### **L. Responsibilities of Finance Director**

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

**ACKNOWLEDGEMENT**  
**CUMBERLAND COUNTY TRAVEL POLICY**  
**POLICY NO. CP-06**

I, \_\_\_\_\_, an employee of Cumberland  
County, \_\_\_\_\_ Agency / Department / Office, hereby  
certify that I have received, read, and understand the Cumberland County Travel Policy  
(CP-06 – Revision 2 – 12/15//2010).

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head / Register of Deeds / Sheriff

\_\_\_\_\_  
Date



MELISSA C. CARDINALI  
Finance Director



ITEM NO. 2K

**FINANCE DEPARTMENT**

4<sup>th</sup> Floor, New Courthouse • PO Box 1829 • Suite 452, • Fayetteville, North Carolina 28302-1829  
(910) 678-7753 / (910) 678-7749 • Fax (910) 323-6120

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**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: MELISSA C. CARDINALI, FINANCE DIRECTOR**  
*mc*

**DATE: JUNE 2, 2014**

**SUBJECT: APPROVAL OF PAYMENT OF PAST YEAR INVOICES FOR SERVICES  
RENDERED TO CUMBERLAND COUNTY BY LONG LEAF LAWN &  
GARDEN INC.**

**BACKGROUND:**

The Cumberland County Department of Solid Waste has requested approval to pay three FY2013 invoices in the total amount of \$216.78 for services provided by Long Leaf Lawn & Garden, Inc. Procedures have been put in place to minimize the chance of reoccurrence.

**RECOMMENDATION:**

Recommend approval to pay the above invoices in the amount of \$216.78.

AMY H. CANNON  
County Manager



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

JAMES E. LAWSON  
Assistant County Manager

QUENTIN T. McPHATTER  
Assistant County Manager

ITEM NO. 2L

**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2014**

**TO:** BOARD OF COMMISSIONERS

**FROM:** QUENTIN T. McPHATTER, ASSISTANT COUNTY MANAGER *QTM*

**DATE:** JUNE 10, 2014

**SUBJECT:** LEASE OF OFFICE SPACE TO COASTAL HORIZONS CENTER, INC.

**BACKGROUND:**

At its May 19, 2014 meeting, the Board of Commissioners approved its intent to lease 1,773 square feet of office space located at 412 Russell Street to Coastal Horizons Center, Inc. The notice of intent was duly advertised in the Fayetteville Observer on May 28, 2014. The essential terms of the proposed lease are as follows:

Premises: 1,773 square feet of office space at 412 Russell Street

Lessee: Coastal Horizons Center, Inc.

Notice of Intent: Published May 28, 2014

Term: Three Years commencing July 1, 2014

Renewal Terms: None

Rent: \$15/SF for annual rent of \$26,595

Utilities: Provided by County

Janitorial: Provided by County

Insurance: \$500,000 General and Premises Liability provided by Lessee

Improvements: At Lessee's cost, subject to County's approval

Early Termination Provision: None

**RECOMMENDATION/PROPOSED ACTION:**

**Adopt the following resolution:**

**WHEREAS, at its May 19, 2014 meeting, the Board of Commissioners approved its intent to lease the 1,773 square feet of office space located in the county-owned building at 412 Russell Street to Coastal Horizons Center, Inc., and notice of this intent was duly advertised in the Fayetteville Observer on May, 28, 2014.**

**BE IT RESOLVED that the Cumberland County Board of Commissioners finds that the above described office space is currently occupied by Coastal Horizons Center, Inc., will not be needed for government purposes for the next three years and shall be leased to Coastal Horizons Center, Inc., pursuant to the attached hereto.**



STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

LEASE AGREEMENT

Notice of Intent published in the *Fayetteville Observer* on May 28, 2014

Approved by the Board of Commissioners on June 16, 2014

This Lease Agreement, made and entered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **Coastal Horizons Center, Inc.**, a North Carolina corporation with a place of business at 412 Russell Street, Fayetteville, North Carolina, hereinafter referred to as "LESSEE", and the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

**W I T N E S S E T H:**

THAT for and in consideration of the mutual promises hereinafter contained herein and subject to the terms and conditions hereinafter set forth or referred to, LESSOR does hereby lease and demise to LESSEE that certain space consisting of 1,773 square feet of office space in the County building located at 412 Russell Street, Fayetteville, NC, and being the same space already occupied by Lessee.

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

1. **TERM:** The Lease shall commence the 1st day of July, 2014, and unless sooner terminated, continue for three years to June 30, 2017.
2. **RENT:** The rent shall be at an annual rate of \$15.00 per square foot for a total of TWENTY SIX THOUSAND, FIVE HUNDRED NINETY FIVE DOLLARS (\$26,595) payable in equal monthly installments of TWO THOUSAND, TWO HUNDRED SIXTEEN and 25/100 DOLLARS (\$2,216.25) on or before the 1st day of each month beginning July 1, 2014.
3. **DEPOSIT:** LESSOR shall not require a security deposit from the LESSEE.
4. **SERVICES:** LESSOR covenants and agrees to furnish the leased premises with electrical service suitable for the intended use as general office space (including dedicated ground circuits for computer operation), including fluorescent tube and ballast replacements, heating and air conditioning for the comfortable use and occupancy of the leased premises, plus supplying and maintaining building common areas and restroom facilities, including hot and cold water, and sewage disposal in the building in which the leased premises are located. If the premises have a security system, Lessor will maintain it in good working order.
5. **PARKING LOT:** LESSEE shall have the right of shared use and enjoyment of the Cumberland County Day Reporting Center parking areas at no charge to the LESSEE.
6. **ASSIGNMENT OR SUB-LEASE:** The LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR. Such written consent will not be unreasonably withheld by LESSOR.



7. **USE AND POSSESSION:** It is understood that the leased premises are to be used for general office purposes and for no other purposes without prior written consent of LESSOR. LESSEE shall not use the leased premises for any unlawful purpose or so as to constitute a nuisance. LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear and damage by accidental fire or other casualty.
8. **DESTRUCTION OF PREMISES:** In the event that said building is damaged by fire, windstorm, or an act of God, so as to materially affect the use of the building and premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate, provided further that the LESSEE shall pay no rent during the period of time that the premises are unfit for occupancy and use.
9. **CONDEMNATION:** If during the term of this lease or any renewal period thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to the LESSEE. The LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of the LESSEE for injury, damage or destruction of the LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purposes leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of leased premises taken. In no event shall the LESSOR be liable to the LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.
10. **INTERRUPTION OF SERVICE:** LESSOR shall not be or become liable for damages to LESSEE alleged to be caused or occasioned by or in any way connected with or the result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, heating, or air conditioning systems. However, upon receipt of actual notice of any such interruption, defect or breakdown, LESSOR will take such steps as are reasonable to restore any such interrupted service to remedy any such defect.
11. **LESSOR'S RIGHT TO INSPECT:** The LESSOR shall have the right, at reasonable times during the term of this lease, to enter the leased premises, for the purposes of examining and inspecting same and of making such repairs or alterations therein as the LESSOR shall deem necessary.
12. **INSURANCE:** LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in



force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$500,000 per occurrence and naming LESSOR as an additional named insured.

13. **MAINTENANCE OF STRUCTURE:** LESSOR shall be responsible for the maintenance and good condition of the roof and supporting walls of the building leased hereunder and for maintenance in good working condition of all mechanical equipment (including but not limited to heating and air conditioning equipment) installed and provided by the LESSOR. The LESSEE shall be responsible for the maintenance in good condition of interior surfaces, floors, doors, ceilings, and similar items except that the LESSEE shall not be responsible for fair wear and tear or for major damage or destruction of such walls, grounds, surfaces, or any structural component of the premises.
14. **HEATING AND AIR CONDITIONING; JANITORIAL SERVICES:** LESSOR shall provide and maintain in good working condition sufficient heating to maintain an average air temperature in the entire leased premises of between sixty-five (65) and seventy-five (75) degrees Fahrenheit. LESSOR shall also provide and maintain in good working condition sufficient air conditioning to maintain an average air temperature in the entire leased premises of between seventy-two (72) and seventy-eight (78) degrees Fahrenheit. LESSOR shall not be liable for failure to maintain such temperatures when such failures result from failures of electrical power, fuel shortages, strikes, lockouts or other causes beyond the control of the LESSOR and not caused by LESSOR'S negligence or lack of due care and diligence. Temporary stoppages of heating services for the purposes of maintaining or repairing heating equipment and facilities shall not constitute a default by LESSOR in performance of this Lease, provided that the LESSOR exercises due diligence and care to accomplish such maintenance and repair and such stoppages do not continue to an unreasonable length of time. LESSOR shall be responsible for commercially reasonable janitorial service and trash removal from leased premises.
15. **PERSONAL PROPERTY AND IMPROVEMENTS:** Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.
16. **TAXES:** LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.
17. **NOTICE:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party



at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

**LESSEE:**

Coastal Horizons Center, Inc.  
Attn: President/CEO  
615 Shipyard Blvd.  
Wilmington, NC 28412

**LESSOR:**

Cumberland County  
Attn: County Manager  
P. O. Box 1829  
Fayetteville, NC 28302-1829

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

18. **ORDINANCES AND REGULATIONS:** The LESSEE hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, officers and boards of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at the LESSEE'S sole cost and expense, but only insofar as any of such rules, ordinances, and regulations pertain to the manner in which the LESSEE shall use the leased premises, the obligation to comply in every other case, and also all cases where such rules, regulations, and ordinances require repairs, alterations, changes or additions to the building (including the leased premises) or building equipment, or any part of either, being hereby expressly assumed by the LESSOR and LESSOR covenants and agrees promptly and duly to comply with all such rules, regulations and ordinances with which LESSEE has not herein expressly agreed to comply.
19. **INDEMNIFICATION:** LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.
20. **REPAIR:** The premises shall meet all requirements necessitated by the ADA and OSHA Inspection Guidelines. Should it be necessary during the term of this Lease to repair the roof structure; exterior walls; or structural members or the building because of defect or failure, the LESSOR shall make such repairs or replacements at its sole cost and expense, within a reasonable time after demand is made in writing to the LESSOR to do so by the LESSEE. The LESSOR shall keep the premises, including all improvements, in good condition and repair and in a good, clean, and safe condition at all times during the term of this Lease Agreement.



21. **WARRANTY:** The LESSOR warrants that all plumbing, electrical, heating, and air conditioning units and facilities are in good working order at the commencement of this Lease.
22. **REMEDIES:** If either party shall be in default with respect to any separate performance hereunder, and shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this lease. The defaulting party shall remain fully liable for performing its remaining obligations under this lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, including reasonable attorneys fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by state or otherwise any may be enforced concurrently or from time to time.
23. **SUCCESSOR AND ASSIGNS:** This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.
24. **ALTERATIONS AND PARTITIONS:** The LESSEE may make reasonable alterations and partitions to the interior of the premises to enhance their suitability for the uses contemplated in this Lease Agreement, provided prior written approval of the graphic plan for alterations and partitions shall be obtained from the LESSOR, who shall not unreasonably withhold such approval.
25. **UTILITIES:** Electrical power, water, and sewer services to serve the leased premises shall be at LESSOR'S expense. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease. LESSEE shall be prudent in its use of utilities and compliant with the LESSOR'S practices and policies related to utilities.
26. **RISKS OF LOSS:** As between the LESSOR and the LESSEE, any risk of loss of personal property placed by the LESSEE in or upon the leased premises shall be upon and a responsibility to the LESSEE, regardless of the cause of such loss.
27. **DESTRUCTION OF PREMISES:** If the leased premises should be completely destroyed or damaged so that more than fifty percent (50%) of the leased premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage.
28. **TERMINATION:** If the LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of fifteen (15) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the premises without prejudice to any other remedies allotted by law; and/or, if the LESSOR SHALL fail to perform any of the terms and conditions heretofore set forth and shall continue in such default thirty (30) days after written notice of such default, the LESSEE, at

its discretion shall terminate this Lease and vacate the leased premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law.

29. **OCCUPANCY AND QUIET ENJOYMENT:** LESSOR promises that LESSEE shall have quiet and peaceable possession and occupancy of the above leased premises in accordance with the terms set forth herein, and that LESSOR will defend and hold harmless the LESSEE against any and all claims or demands of others arising from LESSEE'S occupancy of the premises or in any manner interfering with the LESSEE'S use and enjoyment of said premises.
30. **MODIFICATION:** This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
31. **MERGER CLAUSE:** This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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

LESSEE: COASTAL HORIZONS CENTER INC.

ATTEST:

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Secretary Margaret Weller-Stargell, President/CEO

LESSOR: COUNTY OF CUMBERLAND

ATTEST:

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Candice White, Clerk Jeanette Council, Chair  
Board of Commissioners



STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that Candice White, personally appeared before me this day and acknowledged that she is the Clerk to the Cumberland County Board of Commissioners; that Jeanette Council is the Chair of the Cumberland County Board of Commissioners; that the seal affixed to the foregoing is the Corporate Seal of said Board; that said instrument was duly passed at a regular meeting of the Board of Commissioners as therein set forth and was signed, sealed, and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said Candice White acknowledged the said instrument to be the act and deed of the said Board.

WITNESS MY HAND and seal this the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA

\_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is Secretary of Coastal Horizons Center, Inc., a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President/CEO, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_.

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

Approved for Legal Sufficiency

\_\_\_\_\_  
Melissa Cardinali, Finance Officer

\_\_\_\_\_  
County Attorney's Office

( ) Renewable

( ) Non-renewable

Expiration Date: June 30, 2014



ITEM NO. 2M

**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

**PUBLIC INFORMATION OFFICE**

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** SALLY SHUTT, PUBLIC INFORMATION DIRECTOR *SS*

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

**DATE:** JUNE 10, 2014

**SUBJECT:** ADOPTION OF FY 2015 FEDERAL AGENDA

**BACKGROUND**

The City of Fayetteville, Cumberland County and the Fayetteville Regional Chamber of Commerce have partnered to collaboratively engage with the federal government and pursue funding assistance for strategic focus areas identified in an annual, collectively established agenda. For a five-month period beginning February 1, 2014, the partnership hired FaegreBD, a federal services consulting firm, to conduct a federal affairs assessment and assist in developing a community federal agenda.

The partners and the consulting assessment team met February 18, 2014, in a series of meetings with city, county and chamber representatives to discuss community federal advocacy needs and have participated in bi-weekly calls. The consultants also conducted follow-up interviews with different city, county and chamber staff on various topics.

The federal agenda outlines strategies to achieve the goals set forth in the Partnership's MOU and Federal Advocacy Program. The documents attached represent the collaborative work between Partnership and FaegreBD staff. The agenda outlines seven key focus areas: Community and Fort Bragg; Office of Economic Adjustment; Federal Grants; Area Redevelopment; Economic Development Efforts; Social Services, Unemployment and Homelessness; and Federal Legislative Agenda.

David Gogol, Vice Chair of FaegreBD, presented the Federal Affairs Assessment Report and the FY2015 Federal Agenda at the commissioners' June 2 meeting.

**RECOMMENDATION**

Move to accept the Federal Assessment report and adopt the FY 2015 Federal Agenda.





## Federal Agenda Fiscal Year 2014-2015

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### **Executive Summary**

The City of Fayetteville, Cumberland County and the Fayetteville Regional Chamber formed a partnership that works collaboratively to engage with the federal government and pursue funding assistance for strategic focus areas identified in an annual, collectively established agenda. The Partnership's combined efforts are critical to the growth and strength of our community. These efforts ensure protection and preservation of essential community assets and resources, allowing all areas of the community and surrounding metropolitan and unincorporated areas to thrive.

For many years, the Partnership's federal agenda was focused on earmarks and legislation that could be amended to meet a specific need in our community. The processes by which we engaged with the federal government and the results of that engagement have continued to evolve. The greater Fayetteville community now faces a far different environment, a situation that the Partnership began to embrace in 2013 with the adoption of a revised Memorandum of Understanding (MOU). The MOU recognizes the importance of engagement with the federal government across a variety of strategic, tactical and policy junctures to successfully advocate for our community. The continued support of the greater Fayetteville Congressional delegation is essential. The Partnership will continue to work with its Congressional delegation to support the highest priorities in seven key focus areas.

### **Key Focus Areas**

#### *1. Community and Fort Bragg*

Fayetteville and Cumberland County, more than most communities, are highly influenced by federal spending and policy. Serving as the home for Fort Bragg provides the community with an enormous nexus point with the federal government. Many of the activities, investments and decisions involving Fort Bragg deliver positive benefits to Fayetteville and Cumberland County. Some decisions and activities, however, do not. Through the years, and similar to other communities that are home to large military installations, an ad hoc level of communication between the community and Fort Bragg has developed, largely driven by the individuals who occupy similar roles within each organization. Some operational areas have produced strong, and formal, collaboration while others have markedly ebbed and flowed. Institutional engagement at senior leadership levels needs to be strengthened to withstand the continual turnover of military and civic professionals. Additionally, due to the number of members of the military who do not live on Fort Bragg, but rather throughout the community, decisions within the Department of Defense (DOD) affecting soldiers have a significant ripple effect through the City and County.

- a. Engage DOD officials around budget-related drawdown of thousands of members of the military to determine impact on Fayetteville and Cumberland County.
- b. Pursue quality of life issues with Fort Bragg leadership and DOD officials to address challenges related to community issues present in the wake of deployments or departures from the fort.





## Federal Agenda Fiscal Year 2014-2015

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- c. Pursue shared service agreement opportunities with Fort Bragg leadership and DOD officials, administered through section 331. As the largest US Army base in the country, Fort Bragg, along with Fayetteville and Cumberland County, has the potential to be a new model for the nation in the area of shared services.

### 2. Office of Economic Adjustment

Federal programs are often initially created to deal with specific issues and over time, expand or contract based on legislative or regulatory alternations. Programs that span decades can evolve through the years and take on an increasingly narrow focus. The Department of Defense's Office of Economic Adjustment (OEA) was formed more than 50 years ago as the country's military bases, and thus their surrounding communities, were undergoing changes following European and Asian military conflicts. In the intervening decades, OEA's programs began to take shape. Assisting communities with an increase in a base's scope and offering joint community planning to cities and towns began. Then, as Congress approved the first Base Realignment and Closure (BRAC) process, OEA's mission to help communities impacted by closures, reductions or expansions took hold. Now, OEA has further expanded its mission to include the reduction in employment of private sector, defense-related contractors in a community. Recently, OEA became the vehicle whereby hundreds of millions of dollars were allocated to repair or rebuild military installation schools. At its core, OEA was established to help communities deal with the impact of significant military presence. There should be engagement with OEA to determine the role it can play in helping the community adjust to a shrinking military population and significant numbers of discharged troops in Fayetteville.

- a. Engage with OEA officials to survey program landscape for potential opportunities to support City or County projects/issues.
- b. Pursue effort to seek a legislative change to the program expanding the capabilities of OEA if current OEA programs do not meet Fayetteville and/or Cumberland County needs.

### 3. Federal Grants

The Partnership adopted a revised MOU to more effectively respond to the new federal funding paradigm, which reflects a change in focus from legislative earmarks to administrative allocation through competitive grants. All non-formula federal funding is channeled through a highly-competitive grant process, which incorporates a disciplined program framework to guide spending and advance policy initiatives of the administration. Our community federal affairs partnership is an asset and will be used to guide development of a more cohesive long-term grant planning process that enhances cost-sharing opportunities, long-term planning and public-private partnerships.

- a. Target high-value, focused grant opportunities that engage the larger community and offer the potential for transformational change.
- b. Ensure smaller, less complex or formula funding grants are sought as warranted and administered as required.



## Federal Agenda Fiscal Year 2014-2015

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- c. Develop centralized internal grant procedures within both the City and County to streamline processes and establish clear lines of authority and responsibility.
- d. Consider a dedicated staff member to oversee all grant activities.

### 4. Area Redevelopment

Every community in the nation has geographic areas that have fallen behind compared to the balance of the community. These areas, sometimes in neglected downtowns or clustered around substandard housing, create cross-jurisdictional, multi-agency challenges, notwithstanding the toll they take on residents who endure the conditions on a daily basis. These types of areas generally call for multi-faceted redevelopment efforts that address the structural challenges that brought on the conditions, while minimizing the human toll exacted on the residents. Successful projects around the nation have utilized federal programmatic resources to accomplish key goals.

- a. Monitor innovative national redevelopment efforts to ensure Fayetteville and Cumberland County are employing best practices as local projects are undertaken.
- b. Evaluate redevelopment projects for federal opportunities and challenges, and work with agencies to facilitate involvement and project success.

### 5. Economic Development Efforts

The federal government has a limited role in economic development issues, preferring to leave the majority of the work to state and local officials. That said, the US Departments of Housing and Urban Development, Labor and Commerce all have some involvement in the issue. Additionally, innovative developments continually occur across the country in an effort to grow jobs and the tax base. While not every project lends itself to replication, there are insights and developments that often can be carried from one community to the next.

- a. Evaluate limited economic development opportunities for community utilization.
- b. Review and assist as needed in the development of an economic development plan and in identifying national development partners for select projects.

### 6. Social Services, Unemployment and Homelessness

Approximately 13% of Cumberland County residents (14% of Fayetteville residents) are veterans of the armed forces, a figure 60% higher than that of the state of North Carolina. Through the years, many veterans who have remained in the area following their separation from service have added immeasurably to the fabric of the community. However, some who separate from service have significant mental and emotional challenges that affect their long-term well-being, not to mention their employability. When large numbers of those individuals choose to remain in the community following their separation from service, it can overwhelm the established social service safety nets. Additionally, a large number of individuals who are connected in some way to a member of the military relocate to the community each year. If that underlying relationship fractures, the newly transplanted individual can easily find himself or herself in need of social services in a new community. The US Army, and thus the federal government, is at the center of these matters and





## Federal Agenda Fiscal Year 2014-2015

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therefore can be approached about assisting the community with these complicated issues. All communities have social service needs. The presence of nearly twice the per capita number of veterans as the rest of the state signals an opportunity for federal engagement around social issues.

- a. Engage Veterans Affairs, Department of Labor, Health and Human Services, and Housing and Urban Development regarding special needs of the community.
- b. Consider establishment of discharge center to engage with national employers.

### 7. Federal Legislative Agenda

Ideally, federal programs would all be structured in such a way that Fayetteville and Cumberland County's projects would be perfect candidates for support and investment. Unfortunately, in a process where program goals and guidelines are drafted far from North Carolina, there can be a disconnection between local needs and federal opportunities. While established federal programs are largely immune to wholesale restructuring unless it is sought by the administration or senior members of Congressional leadership, it is possible through legislation to expand narrowly construed regulations to allow for greater funding options, while keeping the program in line with its original intent and budget.

- a. Pursue efforts to investigate and potentially alter key legislation to permit greater participation as issues are confronted and federal agencies are unable to assist.
- b. Address laws and regulations that can be changed to reflect the special nature of the impact of Fort Bragg.
- c. Review DOD authorization bill to determine positive or negative effects.
- d. Advocate on behalf of the community on significant authorization legislation (e.g., surface transportation reauthorization, tax-exempt municipal bond, CDBG, federal impact aid).
- e. Strengthen relationships with local officials and the Congressional delegation. They are vital for both legislative goals and positioning with federal agencies. Engagement with Congressional delegation and our local officials is a priority.





City of  
*Fayetteville*  
*North Carolina*



CUMBERLAND  
COUNTY  
NORTH CAROLINA



# Federal Affairs Assessment

2014-2015

**FAEGREBD**  
Consulting

# Federal Engagement Background

- ▶ The community (via the Partnership) has had federal representation since 2005
- ▶ When the community first became active in Washington, D.C., and until 2010, the federal appropriations process was very accessible to communities seeking support for local projects
- ▶ More recently, Partnership agendas began to transition from earmarks towards grants. Areas of community interest include:
  - ▶ Homeland Security, Emergency Response and Public Safety
  - ▶ Veterans, Health & Human Services
  - ▶ Transportation, Environment and Infrastructure
  - ▶ Economic & Workforce Development
- ▶ The agenda did not build on Congressional delegation committee assignments



# Our Goals

- ▶ Match federal government relations investments with the long-term goals of your community
- ▶ Develop and pursue a specific agenda, unique to Fayetteville and Cumberland County, which will lead to consistently high-quality results
- ▶ Provide strategy and tools for success, drawing on the knowledge and resources of the City, County and Chamber
- ▶ Build a deep understanding of the community, maintain regular communications, develop a clear and accountable work plan, and match comprehensive strategies with appropriate tactics
- ▶ Support community economic development initiatives



# Assessment Process



# Timetable

- Initial engagement with the Partnership covered five months





# Initial Observations

Location of Fort Bragg provides significant community benefit but also presents unique challenges

Lack of coordinated and aggressive grants strategy has resulted in lagging conversion from earmark era

City of Fayetteville  
Cumberland County  
Fayetteville Regional Chamber  
of Commerce

Fort Bragg/Community relationship largely informal—personality-driven rather than policy-driven

Community has significant economic development challenges



# Key Assumptions

Earmark strategy does not work in current environment

Administration stresses large, complex, competitive grant programs

Congressional activity at historic low, but legislation of interest to community still proceeds

Military drawdown will have significant impact on community

A coordinated, forward-looking approach to federal affairs will be required

Fort Bragg-related strategy needed

# Areas of Focus

Fort  
Bragg/Community  
Connection

Federal Grants

DOD Office of  
Economic  
Adjustment

Area  
Redevelopment

Economic  
Development

Unemployment/  
Homeless/Social  
Services

Federal  
Legislative  
Agenda



# Other Areas

- ▶ Recognized that the City and County priorities do not match completely with federal opportunities
- ▶ Federal government is no longer funding general local government needs
  - ▶ i.e., capital/infrastructure funding, technology needs in public safety, etc.
- ▶ Therefore, while grant programs can emerge to assist local governments with local issues (e.g. TIGER, Choice Neighborhoods, etc.), federal solutions to local priorities are not always available



# Fort Bragg/Community Connection

Fort  
Bragg/Community  
Connection

- ▶ Fort Bragg defines Fayetteville and Cumberland County
  - ▶ Drives local economy
    - ▶ 48% of economy is a result of Fort Bragg
  - ▶ Impacts social and community services
    - ▶ Homelessness, animal control, etc.,
  - ▶ Defines housing market, especially homeownership rates and multifamily housing
    - ▶ Owner-occupied make up less than 50% of units in County; below state and national average
  - ▶ May be a negative for business attraction



# Fort Bragg/Community Connection

Fort  
Bragg/Community  
Connection

- ▶ Fort Bragg is both a key constituent and an important partner
  - ▶ With this duality, Fayetteville and Cumberland County have the opportunity to both deliver services to Fort Bragg, as well as partner to address issues associated with Fort Bragg
  
- ▶ The relationships between Fort Bragg, Fayetteville and Cumberland County have evolved gradually and have been managed informally through the years, rather than through an intentional plan
  - ▶ It appears there is limited history of cross-disciplinary, long-term efforts between Fort Bragg and the communities
  - ▶ Recent Section 331 agreement example of new initiative



# Fort Bragg/Community Connection

## ► Fort Bragg Benefits

Fort  
Bragg/Community  
Connection

### Partnership

Community support  
of Fort Bragg has  
facilitated Bragg  
growth

Long, strong history  
of DOD facilities in  
the community

### Economic Impact

80,000 people  
connected to the  
base

Through payroll,  
injects hundreds of  
millions of dollars  
into the economy

### Community Definition

Identities intertwined

Both obvious and  
subtle impacts



# Fort Bragg/Community Connection

## ► Negative Impacts of Fort Bragg

Fort  
Bragg/Community  
Connection

### Separation from Service

Approximately 8,000  
discharges per year at Fort  
Bragg

Those without strong ties to  
other communities stay in the  
area and may overwhelm local  
job market

If less than honorable  
discharge, no VA services  
available

### Military Connected Issues

Deployments lead to strained  
social safety nets (e.g.,  
making proper arrangements  
for pets)

Military related individuals  
(especially non-married)  
abandoned in new community,  
following deployment

### Individual Challenges

Impaired discharged military  
members can strain the  
community social service  
network

Public safety system impacted  
anytime social safety nets are  
strained



# Fort Bragg/Community Connection

## Recommendations

Fort  
Bragg/Community  
Connection

### Engage DOD on drawdown impacts

- With a future personnel drawdown expected, the community should engage with DOD and US Army to understand Fort Bragg's role and the impact on the community

### Seek to develop more formal relationship between the community and Fort Bragg

- Build senior-level relationships both on Base and in Washington, D.C. to advance joint issues and facilitate dialogue



# Fort Bragg/Community Connection

## Recommendations

Fort  
Bragg/Community  
Connection

### Develop formalized Section 331 process with Fort Bragg, DOD and US Army

- Section 331 opportunities present communities and DOD the chance to enter into new, mutually beneficial agreements
- Services such as facility maintenance, infrastructure repair, refuse and recycling, recreation, animal control, etc. can all be explored

### Develop garrison community-specific legislation to address community needs

- Consider coalition of other like military communities (Columbus, GA, Killeen, TX, and Jacksonville, NC) to enact tools to assist communities

### Engage other federal agencies around Fort Bragg-generated issues

- Department of Labor, Veterans Affairs, Health and Human Services, Department of Education



# Federal Grants: A New Normal

## Federal Grants

No earmarks mean all (non-formula) funding is channeled through competitive grants

The Obama administration has developed a highly disciplined policy/program framework to guide spending and advance its policy initiatives

Federal programs are now rewarding communities that leverage and expand results through enhanced cost-sharing and public-private partnerships

Community needs long-term grant planning, determine where funding is possible, build relevant partnerships, review historical awards and receive daily grant notifications

# Federal Grants: Moving Forward

## ► Initial Grant Opportunities

Federal Grants





# DOD Office of Economic Adjustment (OEA)

## Targeting Federal Program

DOD Office of  
Economic Adjustment

- ▶ OEA mission is to assist communities with DOD-oriented impacts
- ▶ From 2009-2014, it has distributed more than \$1 billion
- ▶ OEA is more flexible than many federal agencies in working with communities
- ▶ It currently operates within the confines of its authorizing statute which provides for four primary areas of assistance
  - ▶ Engagement by the community with OEA will determine if any current programs can be leveraged

# DOD Office of Economic Adjustment (OEA) Programs in Detail

DOD Office of  
Economic Adjustment

## BRAC

- Funding for BRAC-driven costs and impacts

## Defense Industry Adjustment (DIA)

- Aid to communities that have suffered significant defense contractor layoffs

## Compatible Use

- Funds joint planning efforts between communities and military

## Mission Growth

- Assist communities in dealing with an expansion of military activity



# DOD Office of Economic Adjustment (OEA)

## Recommendations

DOD Office of  
Economic Adjustment

Engage senior leaders to explore partnerships and funding with OEA

Evaluate need for legislative change to OEA if current programs do not meet the community need

# Area Redevelopment

Area Redevelopment

- ▶ Fayetteville and Cumberland County have areas that are in need of redevelopment
- ▶ Development targets:
  - ▶ Increasing quality housing stock
  - ▶ Spurring economic investment
  - ▶ Growing the tax base
  - ▶ Encouraging the creation of jobs
- ▶ Identify target neighborhoods for redevelopment plan
- ▶ Engage federal government





# Area Redevelopment

## Select Redevelopment Tools

Area Redevelopment

### Federal

Brownfields  
cleanup funds

EDA  
infrastructure  
grants

### State

State tax  
credits

Job  
Development  
Investment  
Grants

### Local

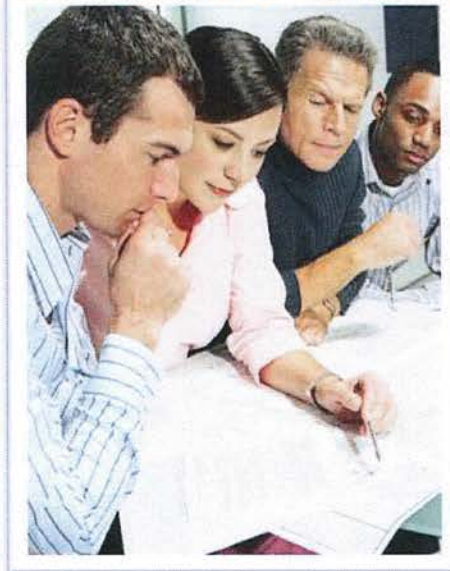
Tax Increment  
Financing

Land  
acquisition

# Economic Development

Economic  
Development

- ▶ Identify federal resources to support economic development strategy
- ▶ Assist with identification of developers for mixed use projects
- ▶ Review plan against other communities' economic development plans





# Unemployment/Homeless/Social Services

Unemployment/  
Homeless/Social  
Services

- ▶ Continuum of residents seek community services
- ▶ Individual's location on continuum determines available services
- ▶ Once identified, can seek federal recognition of unique, systematic social service issues unique to Fayetteville and Cumberland County





# Unemployment/Homeless/Social Services

Unemployment/  
Homeless/Social  
Services

- ▶ Based on current discharge rates at Fort Bragg and expected discharge numbers across the military, concern is growing that those who separate will be individuals with greater, rather than fewer, challenges
- ▶ The Department of Veterans Affairs (VA) has committed to ending Veteran homelessness by the end of 2015



# Unemployment/Homeless/Social Services

## Recommendations

Unemployment/  
Homeless/Social  
Services

Engage VA regarding specific needs of this community

Engage HUD regarding homeless population needs

Engage DOL regarding job training opportunities for veterans

Consider establishment of discharge center to engage with national employers (e.g., WEE—Collision Program )



# Federal Legislative Agenda

## Federal Legislative Agenda

- ▶ As agencies are engaged, issues can arise that must be addressed through legislation
- ▶ The North Carolina Congressional Delegation is, and always will be, the primary “friends” of Fayetteville and Cumberland County in Washington, D.C.
- ▶ Strong working relationships across the Delegation are vital for both legislative goals and positioning with federal agencies; therefore engagement with Congressional delegation and local officials is a priority





# Federal Legislative Opportunities

## Federal Legislative Agenda

### Fort Bragg Related

Address laws and regulations that can be changed to reflect special nature of Bragg in Fayetteville and Cumberland County (e.g., OEA, DOL)

Determine whether legislation to alter discharge policies is warranted and/or possible

### Community Issues

Review DOD authorization bill to determine positive or negative effects for Fayetteville and Cumberland County

Advocate on behalf of community on significant authorization legislation around general legislation (e.g., replacement of MAP-21, tax-exempt municipal bond legislation, etc.)

### Funding Awareness

Review yearly appropriations bills against current federal funding to determine likely impact (e.g., tax law, CDBG funding, etc.)



# Federal Legislative Opportunities

## Federal Legislative Opportunities

### **FY 2016 Administration Budget** (*summer 2014 to summer 2015*)

- Engage White House on a specific “ask” — based on the unique needs identified due to Fort Bragg and troop drawdown

### **FY 2016 Appropriations Cycle** (*summer 2014 to summer 2015*)

- Develop coalition to build support for extra consideration for military communities in federal competitive grants
- Build support to expand OEA mission to assist communities such as Fayetteville and Cumberland County



# Federal Legislative Opportunities

## Federal Legislative Opportunities

### **FY 2016 National Defense Authorization Act***(summer 2014 to summer 2015)*

- Develop coalition to build support for extra consideration for military communities in federal competitive grants
- Build support to expand OEA mission to assist communities such as Fayetteville and Cumberland County

### **Surface Transportation Reauthorization***(summer and fall 2014)*

- MAP-21 expires this year
- Many provisions were not helpful for small transit systems, especially the removal of funding tools for bus and facility replacement



# Wrap Up

- ▶ Fayetteville and Cumberland County are uniquely identified with Fort Bragg
- ▶ That reality provides benefits and challenges to the community
- ▶ Fort Bragg provides a nexus point with the federal government far larger than many bigger communities possess
- ▶ Leveraging the federal involvement in the community should occur within DOD and other federal agencies
- ▶ Projects and efforts will unfold over multiple years





# Thank You

## ► Your FaegreBD Consulting Assessment Team

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Faegrebd.com**

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*Director*  
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Advisor*  
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**COPY**



City of  
**Fayetteville**  
North Carolina



CUMBERLAND  
\* COUNTY \*  
NORTH CAROLINA



Fayetteville Regional  
**CHAMBER**  
\*\*\*\*\*

THIS MEMORANDUM OF UNDERSTANDING, entered into this 28<sup>th</sup> day of May 2013, by and between the CITY OF FAYETTEVILLE ("City"), acting by and through its duly elected City Council, the COUNTY OF CUMBERLAND ("County"), acting by and through its duly elected Board of Commissioners and the FAYETTEVILLE REGIONAL CHAMBER ("Chamber"), acting through its Board of Directors, hereinafter "The Partners."

Whereas, the City, County, and the Chamber have successfully worked collaboratively through a common contractor to pursue federal funding for projects identified each year; and

Whereas, the federal funding system focus has changed from legislative designation to administrative allocation through competitive grants; and

Whereas, due to the importance of military spending to the local economy, federal funding and policy decisions are critical to the growth and strength of the City, County, and Chamber; and

Whereas, The Partners believe that it is in best interest of their respective constituents to collaborate on the pursuit of a federal advocacy agenda and federal designation and grant funding opportunities; and

Whereas, the operating practices and resources of the partnership must be revised to respond effectively to the new federal funding paradigm; and

Whereas, the City, County, and Chamber have partnered to create and support the Economic Development Alliance of Fayetteville and Cumberland County ("Alliance") for the purpose of serving job creation and development in the region;

**NOW THEREFOR;** City of Fayetteville, County of Cumberland, and the Fayetteville Regional Chamber agree as follows:

1. Priority areas for advocacy and pursuit of federal grant opportunities include
  - a. Military spending and policy; and
  - b. Transportation and infrastructure spending and policy; and
  - c. Public safety and community quality of life spending and policy; and
  - d. Education and training spending and policy.



2. The Partners will designate representatives for a coordinating committee that will be responsible for
  - a. Developing Partner legislative advocacy agenda; and
  - b. Responding to legislative issues as they arise; and
  - c. Resource allocation and prioritization ; and
  - d. Coordination and collaboration of federal grant opportunities.
3. Federal Advocacy Agenda:
  - a. Annual Priorities: The Partners will meet annually to establish a federal advocacy agenda that will identify up to ten (10) highest priority position statements to be the focus of their combined advocacy efforts.
  - b. Federal Representation Resource: The Alliance will contract for professional services to assist the Partnership with:
    - i. Development and pursuit of the legislative advocacy agenda focused on policy; and
    - ii. Administrative advocacy in pursuit of grant funding; and
    - iii. Identification, pursuit and advocacy of federal designation opportunities that meet the goals of the established legislative advocacy agenda.The cost of this contract will be divided equally between the Partners.
4. Federal Grant Funding:
  - a. Collaborative Efforts: The Partners will collaborate on seeking and pursuing opportunities for federal grant funding on issues and projects defined in the legislative advocacy agenda. This effort will include developing a unified resource for grant research focused on developing grant opportunities for existing programs and needs of any partner organization, grant writing assistance, and agency advocacy.
  - b. Federal Grant Support Resource: The Alliance will secure resources to research federal grant opportunities which will incorporate support for grant writing and may include contracting, FTE, or a combination thereof. The cost of this resource will be divided between the Partners as agreed by the parties.

**THIS MEMORANDUM OF UNDERSTANDING** renews automatically on an annual basis until such time that a member of the Partnership provides 60 day advance written notification of cancellation to all parties.

**CUMBERLAND COUNTY BOARD OF  
COMMISSIONERS**

**CITY OF FAYETTEVILLE**

  
JIMMY KEEFE, Chairman

  
ANTHONY G. CHAVONNE, Mayor

ATTEST:

ATTEST:

  
CANDICE WHITE, Clerk

  
PAMELA J. MEGILL, City Clerk



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

  
AMY CANNON, Finance Director

APPROVED AS TO FORM:

  
RICK MOREFIELD, County Attorney

FAYETTEVILLE REGIONAL CHAMBER

  
DOUGLAS S. PETERS, CEO

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

 6/10/13  
LISA T. SMITH, Chief Financial Officer

APPROVED AS TO FORM:

  
KAREN M. MCDONALD, City Attorney





ITEM NO. 2N

**CUMBERLAND  
★ COUNTY ★  
NORTH CAROLINA**

**COMMUNITY DEVELOPMENT**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA**  
**JUNE 16, 2014**

**TO:** BOARD OF COUNTY COMMISSIONERS

**THRU:** AMY H. CANNON, INTERIM COUNTY MANAGER *AH*

**FROM:** SYLVIA H.-MCLEAN, COMMUNITY DEVELOPMENT DIRECTOR *S.H. McLean*

**DATE:** JUNE 6, 2014

**SUBJECT:** HOMEOWNERSHIP MONTH PROCLAMATION

**BACKGROUND**

The U.S. Department of Housing and Urban Development (HUD) is promoting the National Homeownership Month by recognizing the critical role owning a home plays in communities. The theme for this month-long recognition is "Preserving the Dream" and it reinforces the White House Administration's work to build a more durable and fair housing finance system that promotes the American Dream of homeownership while preventing the unsustainable forms of home purchase that fueled the recent housing crisis. Homeownership Month is a time to reaffirm this important role in our communities.

Therefore, in support of local homeownership efforts, we, the Cumberland County Board of Commissioners proclaim June as Homeownership Month in Cumberland County.

**RECOMMENDATION AND PROPOSED ACTION**

Community Development recommends that the Board proclaim June as Homeownership Month in Cumberland County.

Attachment – Homeownership Month Proclamation

## HOMEOWNERSHIP MONTH PROCLAMATION

*WHEREAS, homeownership contributes to a strong economy, builds sustainable communities, and has come to symbolize the realization of the American Dream;*

*WHEREAS, Cumberland County is actively engaged in increasing homeownership opportunities for citizens of Cumberland County and is doing so through the successful efforts of public, private and nonprofit partnerships;*

*WHEREAS, Cumberland County values affordable homeownership through its support of local and federal programs and initiatives such as the HOME Investment Partnerships and Community Development Block Grant Programs; and*

*WHEREAS, Cumberland County, through our partnership with the US Department of Housing and Urban Development, supports national homeownership of preserving the Dream for low-to-moderate income families.*

*WHEREAS, many public and private organizations, volunteers, non-profit housing professionals, financial institutions, government agencies and others, recognized a need to present a county-wide homeownership educational event that promotes a more durable and fair housing finance system that promotes the American Dream of homeownership; and*

*Now, therefore I, Dr. Jeannette M. Council, by virtue of the authority vested in me as Chairman of the Cumberland County Board of Commissioners, do hereby proclaim:*

*June 2014 as  
Homeownership Month*

*In Cumberland County, and urge all citizens to join us in recognizing this special observance with appropriate ceremonies and activities.*

*In Witness Whereof, I have hereunto set my hand and caused the seal of Cumberland County, North Carolina to be affixed this 16th day of June 2014.*

---

*Dr. Jeannette M. Council, Chair  
Cumberland County Board of Commissioners*





ITEM NO. 20

**CUMBERLAND  
★ COUNTY ★  
NORTH CAROLINA**

**COMMUNITY DEVELOPMENT**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA**  
**JUNE 16, 2014**

**TO: BOARD OF COUNTY COMMISSIONERS**

**THRU: AMY CANNON, INTERIM COUNTY MANAGER**

**FROM: SYLVIA MCLEAN, COMMUNITY DEVELOPMENT DIRECTOR** *S.McLean*

**DATE: JUNE 6, 2014**

**SUBJECT: COMMUNITY HOMELESS STAND DOWN PROCLAMATION**

**BACKGROUND**

The Fayetteville Veterans Affairs Medical Center, in partnership with Cumberland County Continuum of Care on Homelessness is sponsoring the 2014 Community Homeless Stand Down beginning July 24<sup>th</sup> through July 25<sup>th</sup> between the hours of 9:00 a.m. to 3:00 p.m. at Festival Park in downtown Fayetteville. This two day event will offer services to the homeless veterans and non-veterans in our community. Local agencies will provide information and applications for housing, employment services, health services, and more.

The two day event will begin with opening remarks highlighting the aim and purpose for each day activities, which is to connect people with the various services our community has to offer. Throughout this event, participants will receive vital assistance with services many of us take for granted such as: health care screenings, job placement opportunities, housing support, governmental services and so much more. Lunch will also be served.

We want to remind the citizens in our community that there are many people who are facing challenges and obstacles in maintaining basic living necessities. Therefore, in order to commemorate this event and the impact that serving the homeless has on all citizens of Cumberland County, we would like for the Board to proclaim July 24<sup>th</sup> – 25<sup>th</sup>, 2014 as Community Homeless Stand Down.

**RECOMMENDATION AND PROPOSED ACTION**

The Cumberland County Continuum of Care on Homelessness Committee, through Cumberland County Community Development, recommends that the Board of Commissioners proclaim **July 24<sup>th</sup> – 25<sup>th</sup>, 2014 as Community Homeless Stand Down** in Cumberland County.

Attachment – Proclamation

## 2014 COMMUNITY HOMELESS STAND DOWN PROCLAMATION

*WHEREAS, Cumberland County is committed to ending homelessness; and*

*WHEREAS, on January 31, 2014 the 2014 Continuum of Care Homeless Population Point-in-Time (PiT) Survey identified 653 homeless persons and 472 persons at-risk of being homeless in the Fayetteville/Cumberland County area; and*

*WHEREAS, the PiT Survey identified homeless people that include the working poor, veterans, people with mental and physical disabilities, mothers who have fled domestic violence, and people with few choices in affordable housing; and*

*WHEREAS, the Cumberland County Continuum of Care (CoC) on Homelessness has identified efforts in which to address homeless issues in the City of Fayetteville and Cumberland County through the CoC Action Plan; and*

*WHEREAS, one of the goals identified in the CoC Action Plan is to expand community outreach efforts; and*

*WHEREAS, The Cumberland County Continuum of Care on Homelessness will co-sponsor the Community Homeless Stand Down as a means of accomplishing such efforts; and*

*WHEREAS, the Community Homeless Stand Down is a two-day event designed to offer vital assistance and services to include health care screenings, job placement opportunities, housing support, and governmental services in a one-stop model to persons experiencing homelessness.*

*WHEREAS this year's Community Homeless Stand Down, scheduled for July 24<sup>th</sup> and 25<sup>th</sup> at the downtown Festival Park, will be conducted collaboratively with Fayetteville Veterans Affairs Medical Center's Community Stand Down in which homeless veterans will be provided access to housing and community resources they need; and*

*WHEREAS this year's Community Homeless Stand Down is preparing to serve approximately 600 people during a time when the community is continuing its efforts to increase affordable housing and expand economic opportunities for all people without stable housing and employment.*

*Now, Therefore I, Dr. Jeannette M. Council, by virtue of the authority vested in me as Chairman of the Cumberland County Board of Commissioners, do hereby proclaim:*

*July 24- 25, 2014 as  
Community Homeless Stand Down*

*in Cumberland County, and urge all citizens to join us in supporting this event and the Cumberland County Continuum of Care on Homelessness in its efforts to end homelessness in our community.*

*In Witness Whereof, I have hereunto set my hand and caused the seal of Cumberland County, North Carolina to be affixed this 16th day of June 2014.*

---

*Dr. Jeannette M. Council, Chair  
Cumberland County Board of Commissioners*



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B14-403</u>
Date Received	<u>6/6/14</u>
Date Completed	

Fund No. 430 Agency No. 438 Organ. No. 4388  
 Organization Name: JCP Residential Group Care

ITEM NO. 2P(1)

REVENUE				
Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
432J	FOSTER CARE	229,472	(25,000)	204,472
9110	TRANSFER FROM 101	193,118	25,000	218,118

Total 0

EXPENDITURES					
Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget

Total 0 - -

**Justification:**

To increase the revenue to be transferred from Organization 4366. The additional funds are needed to offset decreased foster care board revenue due to a decrease in the number of children currently in our Group Homes.

**Funding Source:** State: \_\_\_\_\_ Federal: \_\_\_\_\_ Fees: \_\_\_\_\_  
 Other: \_\_\_\_\_

**Fund Balance:** County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Prior Year: \$ -

Submitted By: <u>Brenda Jones</u> Department Head	Date: <u>6/6/14</u>	Approved By: _____ _____ County Manager _____ Board of County Commissioners _____ Date: _____
Reviewed By: <u>Bob Tucker</u> Budget Analyst	Date: <u>6/6/14</u>	
Reviewed By: _____ Deputy/Assistant County Mgr	Date: _____	
Reviewed By: _____ Information Services	Date: _____	

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B14-403A</u>
Date Received	<u>6/6/14</u>
Date Completed	

Fund No. 101 Agency No. 437 Organ. No. 4366

Organization Name: SOCIAL SERVICES OTHER

**REVENUE**

282

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
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Total 0 0 -

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
4380	265	AID TO AGED & DISABLED	2,240,693	(25,000)	2,215,693
3874	266	TRANSFER TO JCPC 430	193,118	25,000	218,118

Total 2,433,811 - 2,433,811

**Justification:**

To shift available funds needed to balance the Org 4388 budget.

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

**Fund Balance:**

Submitted By: [Signature]

Department Head

Date: 6-5-14

Reviewed By: Bob Tucker

Budget Analyst

Date: 6/6/14

Reviewed By: \_\_\_\_\_

Deputy/Assistant County Mgr

Date: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

Information Services

Date: \_\_\_\_\_

Approved By:

County Manager

Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_



<b>Budget Office Use</b>	
<b>Budget Revision No.</b>	<b>B14-398</b>
<b>Date Received</b>	<b>6/4/2015</b>
<b>Date Completed</b>	

ITEM NO. 2P(2)

**Approved By:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**County Manager**

**Board of County  
Commissioners** **Date:** \_\_\_\_\_

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B14-399
Date Received	6/4/2014
Date Completed	

Fund No. 118 Agency No. 412 Organ. No. 4193

Organization Name: Retiree Health Insurance

ITEM NO. 2P(3)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	0	500,000	500,000

Total 0 500,000 500,000

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1846	598	PPO 65 Med	1,120,800	200,000	1,320,800
1851	598	PPO Retiree Medical	2,496,373	300,000	2,796,373

Total 3,617,173 500,000 4,117,173

**Justification:**

Increase Retiree Medical Claims for the year-end estimated claims and audit accrual.

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

**Fund Balance:**

Submitted By: \_\_\_\_\_

Date: \_\_\_\_\_

Department Head

Reviewed By: *Till* \_\_\_\_\_

Date: 6/4/14

Finance

Reviewed By: \_\_\_\_\_

Date: \_\_\_\_\_

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.	B14-396
Date Received	6/4/2014
Date Completed	

Fund No. 120 Agency No. 410 Organ. No. 4106  
 Organization Name: Workers' Compensation

ITEM NO. 2P(4)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	0	500,000	500,000
Total		0	500,000	500,000

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1860	600	Workers Comp	1,448,993	500,000	1,948,993
Total			1,448,993	500,000	1,948,993

**Justification:**

Increase Workers Compensation budget for estimated claims and year-end audit accrual.

**Funding Source:** State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Reviewed By: [Signature] Department Head Date: 6/4/14  
[Signature] Finance  
 Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Deputy/Assistant County Mgr

<b>Approved By:</b>	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____

Budget Office Use	
Budget Revision No.	B14-405
Date Received	
Date Completed	

ITEM NO. 2P(5)a

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
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Total	199,050	8,000
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Object Code	APRs	Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
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Total	32,000	8,000	40,000
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Other:

Date:

**Board of County  
Commissioners**



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B14-406</u>
Date Received	<u>6-9-14</u>
Date Completed	

Fund No. 101 Agency No. 431 Organ. No. 4306  
 Organization Name: Health- Jail Health

ITEM NO. 2P(5)b

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated		51,764	
Total		-	51,764	

**EXPENDITURES**

Object Code	APRs	Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1210	160		Salaries	1,282,219	(21,841)	1,260,378
1810	160		Fica Match	97,651	(1,762)	95,889
1820	160		Retirement	92,547	(1,788)	90,759
1830	160		Medical Insurance	172,037	(3,845)	168,192
3207	161		Safekeepers Medical	144,000	65,000	209,000
3390	161		Contracted Services	117,226	16,000	133,226
Total				1,905,680	51,764	1,957,444

**Justification:**

Requesting to transfer lapsed salaries and request additional County Funds to provide payment to Safekeepers Hospital and other Medical Providers for inmate hospital stays and other speciality medical care.  
 Lapsed Salaries used from: PHD3220, PHD0403 AND PHD0408.

Funding Source: State: \_\_\_\_\_ Federal: \_\_\_\_\_ Fund Balance: County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: 51,764

Submitted By: Cadi York  
 Department Head

Date: 6/5/14

Reviewed By: Kelly Outrey  
 Finance

Date: 6-9-14

Reviewed By: \_\_\_\_\_  
 Deputy/Assistant County Mgr

Date: \_\_\_\_\_

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

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B14-487</u>
Date Received	<u>6-9-14</u>
Date Completed	

Fund No. 101 Agency No. 431 Organ. No. 432C  
 Organization Name: Health- STD Clinic

ITEM NO. 20(5)c

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
6004	Medicaid Fees- STD	130,000	10,000	140,000
9903	Fund Balance- Health	25,872	40,000	65,872
Total		155,872	50,000	205,872

**EXPENDITURES**

Object Code	APRs	Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3203	201		Lab Xray	167,000	35,000	202,000
3390	201		Contracted Services	125	15,000	15,125
Total				167,125	50,000	217,125

**Justification:**

Budgeting additional Medicaid Fees expected to be earned and Health Department Fund Balance to fund Lab Services for STD patients for the remainder of the fiscal year. In addition, budgeted funds will be used to provide a Locum Tenens provider in the STD Clinic to ensure the Health Department meets the State requirements of prompt care and follow up while a provider is on Family Medical Leave.

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ Fund Balance: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: 10,000 County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Prior Year: 40,000

Submitted By: Candi York  
 Department Head  
 Reviewed By: Kelly Centry  
 Finance  
 Reviewed By: \_\_\_\_\_  
 Deputy/Assistant County Mgr

Date: 6/5/14  
 Date: 6-9-14  
 Date: \_\_\_\_\_

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



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B14-397
Date Received	6/4/2014
Date Completed	

Fund No. 023 Agency No. 450 Organ. No. 450N  
 Organization Name: Overhills Park Sewer Project

ITEM NO. 2P(6)

**REVENUE**

*pg 1 of 2*

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4008	USDA Grant	0	2,503,000	2,503,000
9110	Transfer from General Fund (Water & Sewer)	99,500	0	99,500
9296	Bond Anticipation Notes	0	819,000	819,000
Total		99,500	3,322,000	3,421,500

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3110	TEA	Legal Fees	0	15,000	15,000
3630	TEA	Capital Outlay Land & Easements	0	12,549	12,549
3747	TEA	Engineering	99,500	203,500	303,000
3791	TEA	Construction	0	2,738,319	2,738,319
3809	TEB	Capitalized Interest	0	30,000	30,000
3903	TEA	Project Contingency	0	273,832	273,832
3880	TEC	Transfer to General Fund (Water & Sewer)	0	48,800	48,800
Total			99,500	3,322,000	3,421,500

**Justification:**

To establish an initial estimated project budget for the Overhills Park Sewer Project as shown in the USDA Rural Development Letter of Conditions dated April 14, 2014. The project will be funded by a loan in the amount of \$819,000, a USDA Grant in the amount of \$2,503,000 and a contribution from the County in the amount of \$50,700. The County previously transferred \$99,500 from the County Water and Sewer organization to provide "seed money" for the project. This transfer exceeds the required County contribution by \$48,800 and the excess will be transferred back to the County Water & Sewer organization

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

**Fund Balance:**

Submitted By: [Signature]  
 Department Head

Date: 6/9/14

Reviewed By: [Signature]  
 Finance Department

Date: 6/9/14

Reviewed By: \_\_\_\_\_  
 Deputy / Asst County Mgr

Date: \_\_\_\_\_

<b>Approved By:</b>	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B14-397A
Date Received	6/4/2014
Date Completed	

Fund No. 101 Agency No. 450 Organ. No. 4590  
 Organization Name: County Water and Sewer

**REVENUE**

*pg 2 of 2*

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
New 9909	Transfer from Fund 023 (Overhills Park Sewer) Water & Sewer Fund Balance Appropriated	0 500,000	48,800 (48,800)	48,800 451,200
Total		500,000	0	500,000

**EXPENDITURES**

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

**Justification:**

In FY 2013, the County transferred \$99,500 from the County Water and Sewer organization to provide "seed money" for the Overhills Park Sewer Project. As it turns out, following approval of the funding and scope of the project, this transfer exceeds the required County contribution by \$48,800 and the excess will be transferred back to the County Water & Sewer organization.

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

Submitted By: [Signature]  
 Department Head

Date: 6/6/14

Reviewed By: Bob Surber  
 Finance Department

Date: 6/9/14

Reviewed By: \_\_\_\_\_  
 Deputy / Asst County Mgr

Date: \_\_\_\_\_

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



<b>Budget Office Use</b>	
<b>Budget Revision No.</b>	B14-389
<b>Date Received</b>	5/29/2014
<b>Date Completed</b>	

ITEM NO. 2P(7)

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
7757	Fundraisers	3,944	2,279	6,223

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2757	366	Fundraisers	5,904	2,279	8,183

**Funding Source:** State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant County Mgr

**Board of County  
Commissioners**

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B14-390
Date Received	5/29/2014
Date Completed	

Fund No. 101 Agency No. 450 Organ. No. 4506  
 Organization Name: Cooperative Extension

ITEM NO. 2P(8)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
460D	Kid's Incubator Kitchen Grant	0	8,000	8,000

Total 0 8,000 8,000

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
460D	343	Kid's Incubator Kitchen Grant	0	8,000	8,000

Total 0 8,000 8,000

**Justification:**

Revision to budget \$8,000 grant awarded from the Youth Growth Stock Trust (Cumberland County United Way) to renovate a kitchen located in the Cooperative Extension office and to establish a training and educational incubator for youth to learn culinary arts, nutrition, food safety, and careers in the culinary field. Cooperative Extension anticipates receiving additional funding from other sources, but will wait until funds are formally awarded before including in the budget.

**Funding Source:**

State: \_\_\_\_\_  
 Other: \_\_\_\_\_

Federal: \_\_\_\_\_  
 Fees: \_\_\_\_\_

**Fund Balance:**

County: \_\_\_\_\_ New: \_\_\_\_\_  
 Prior Year: \_\_\_\_\_

Other: \_\_\_\_\_

Submitted By: Lisa B. Childers  
 Department Head

Date: 5/30/14

Reviewed By: Bob Tucker  
 Finance Department

Date: 5/29/14

Reviewed By: \_\_\_\_\_  
 Deputy / Asst County Mgr

Date: \_\_\_\_\_

<b>Approved By:</b>	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B14-386
Date Received	5/22/2014
Date Completed	

Fund No. 101 Agency No. 450 Organ. No. 4507

Organization Name: Cooperative Extension Programs

ITEM NO. 2P(9)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
460V	Cooperative Extension Fundraisers	0	1,500	1,500
Total		0	1,500	1,500

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
460V	354	Cooperative Extension Fundraisers	0	1,500	1,500
Total			0	1,500	1,500

**Justification:**

Revision to budget \$1,500 grant awarded by the NC Cooperative Extension Service Foundation for a project called "Power of 15". Fifteen volunteers will be recruited among community leaders and friends of Cooperative Extension and each will be provided "seed" money in the amount of \$100 if they agree to at least double the "seed" money in a certain length of time. Volunteers will be given discretion as to how they "double the money". Additional funds raised along with the original grant of \$1,500 will be used to provide a foundation for future fundraising efforts.

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

**Fund Balance:**

Submitted By: Lisa B. Childers Date: 5/20/14  
Department Head

Reviewed By: Bob Tucker Date: 5/21/14  
Finance Department

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy / Asst County Mgr

<b>Approved By:</b>	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____

COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST

Budget Office Use

Budget Revision No. B14-404

Date Received 6/9/2014

Date Completed

Fund No. 139 Agency No. 450 Organ. No. 4560

Organization Name: Senior Aide

ITEM NO. 2P(10)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4680	Senior Aids	580,140	13,995	594,135
Total		580,140	13,995	594,135

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1266	641	P/T NONCNTY	454,075	13,000	467,075
1810	641	FICA MATCH	41,517	995	42,512
Total			495,592	13,995	509,587

Justification:

A revision in the amount of \$13,995 to adjust budget for new Federal funding.

State: \_\_\_\_\_ Federal: 13,995 County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head

Reviewed By: Kelly Centry  
Finance

Date: 6.9.14

Reviewed By: \_\_\_\_\_  
Deputy/Assistant County Mgr

Date: \_\_\_\_\_

Approved By:

County Manager

Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_



<b>Budget Office Use</b>	
<b>Budget Revision No.</b>	B14-412
<b>Date Received</b>	6/10/2014
<b>Date Completed</b>	

ITEM NO. 2P(11)

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
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Total	342,500	25,000	367,500
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Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
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Total	45,544	25,000	70,544
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**Funding Source:** \_\_\_\_\_ **Fund Balance:** \_\_\_\_\_  
**State:** \_\_\_\_\_ **Federal:** \_\_\_\_\_ **County:** \_\_\_\_\_ **New:** \_\_\_\_\_ **Other:** \_\_\_\_\_  
**Other:** \_\_\_\_\_ **Fees:** \_\_\_\_\_ **Prior Year:** \_\_\_\_\_

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy / Asst County Mgr

**Board of County  
Commissioners**

<b>Budget Office Use</b>	
<b>Budget Revision No.</b>	B14-411
<b>Date Received</b>	6/9/2014
<b>Date Completed</b>	

ITEM NO. 2P(12)

## EXPENDITURES

**Justification:**

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

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

County Manager \_\_\_\_\_

Board of County  
Commissioners \_\_\_\_\_ Date: \_\_\_\_\_





**EARL R. BUTLER, SHERIFF**  
**CUMBERLAND COUNTY SHERIFF'S OFFICE**



An Internationally Accredited Law Enforcement Agency

L/M for Terry Ray -  
do we have cars - on order?

per Terry - SRO cars issued 6/6/14

**INVOICE**

TO:

February 12, 2014

Mr. Ricky Lopes  
 Finance Officer  
 Cumberland County Schools  
 PO Box 2357  
 Fayetteville, NC 28302

Reference: Modification of Agreement for Sheriff's Office Deputies as School Resource Officers for the period July 1, 2013 through June 30, 2014.

This Modification adds 9 School Resource Officer positions and describes their related costs of equipment and personnel. Being invoiced at this time is:

**Deputy Equipment**

For 6 x \$38,000 = \$228,000

Board Share 50% \$114,000

\$114,000

Sheriff's Share 50% \$114,000

For 3 x \$38,000 = \$114,000

Board Share 100%

\$114,000

**Subtotal - Equipment**

**\$228,000**

Mail Check to: Cumberland County Sheriff's Office  
 ATTN: Budget Office  
 131 Dick Street  
 Fayetteville, NC 28301-5793

Questions to Sheriff's Office Accountant--Howard Lloyd, 677-5551.  
 Rev 101-422-422F-6423

131 DICK STREET • FAYETTEVILLE, NORTH CAROLINA • 28301-5793  
 (910) 323-1500

Budget Office Use	
Budget Revision No.	B14-410
Date Received	10-9-14
Date Completed	

Organization Name: CCSO-Inmate Welfare Fund

ITEM NO. 21(13)

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
✓ 7621	Comission-Telephone	155,000	11,500	166,500
✓ 7622	Sales-Canteen	430,000	170,000	600,000
✓ 7670	Misc	<u>500</u>	<u>6,000</u>	<u>6,500</u>
	Total	585,500	187,500	773,000

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
✓ 2701	945	Purchased Inventory	265,000	175,000	440,000
✓ 2994	945	Misc Furn/Equip	10,000	10,000	20,000
✓ 3404	945	Bank Charges	800	300	1,100
✓ 3419	945	Misc	83,539	(27,300)	56,239
✓ 3433	945	M/R Equipment	16,000	15,000	31,000
✓ 348A	945	Inmate Grievance	22,000	2,000	24,000
✓ 3485	945	Water Cooler	2,000	9,000	11,000
✓ 3489	945	Sales Tax	6,500	1,500	8,000
✓ 3490	945	Inmate Incentives	<u>15,000</u>	<u>2,000</u>	<u>17,000</u>
Total			420,839	187,500	608,339

To budget additional revenue received and projected to be received to offset increased expenses for the fiscal year

State: \_\_\_\_\_ Federal: \_\_\_\_\_ Fund Balance: \_\_\_\_\_  
Other: \_\_\_\_\_ Fees: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_  
Prior Year: \_\_\_\_\_ Other: \_\_\_\_\_

Reviewed By: \_\_\_\_\_  
Information Services Date \_\_\_\_\_

**Board of County  
Commissioners**



Walter Clark,  
Chair  
Cumberland County

Patricia Hall,  
Vice-Chair  
Town of Hope Mills

Garland C. Hostetter,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman  
Charles C. Morris,  
Town of Linden



CUMBERLAND  
★ COUNTY ★  
NORTH CAROLINA

*Planning & Inspections Department*

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Vikki Andrews,  
Diane Wheatley,  
Carl Manning,  
Cumberland County

Benny Pearce,  
Town of Eastover

Donovan McLaurin,  
Wade, Falcon & Godwin

JUNE 6, 2014

ITEM NO. 3A

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P14-22:** Rezoning of 8.32+/- acres from A1 Agricultural to R40 Residential or to a more restrictive zoning district; located at 3529 Thrower Road; submitted by Vance Upton Tyson, Jr. on behalf of Vance Upton Tyson Heirs (owner) and Timothy Evans.

ACTION: 1<sup>st</sup> Motion: Find the request consistent with the LUP and approve and adopt the reasonableness statement; 2<sup>nd</sup> Motion: Approve R40.

**SITE PROFILE: Frontage & Location:** 918.06'+/- on SR 2245 (Thrower Road); **Depth:** 401.51'+/-; **Jurisdiction:** Cumberland County; **Adjacent Property:** Yes, east & west of subject property; **Current Use:** Farmland; **Initial Zoning:** A1 – June 25, 1980 (Area 13); **Nonconformities:** None; **Zoning Violation(s):** None; **Surrounding Zoning:** North: C1(P), R40, RR, R15 & A1; South: R40, RR & A1; East: R30 & A1; West: R40 & A1; **Surrounding Land Use:** Residential (including manufactured dwellings), farmland & woodlands; **2030 Growth Strategy Map:** Rural; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** Well/Septic; **Soil Limitations:** None; **School Capacity/Enrolled:** Alderman Road Elementary: 750/644; Gray's Creek Middle: 1,100/1,067; Gray's Creek High: 1,270/1/271; **Subdivision/Site Plan:** If approved, new development may require review and approval; **NCDOT:** Only 1 driveway will be allowed to serve the maximum density approved; **Average Daily Traffic Count (2010):** 290 on SR 2245 (Thrower Road); **Highway Plan:** There are no road improvements/constructions specified for this area. This case has no impact on the current Highway Plan or Transportation Improvement Program; **Notes:** Density: A1 – 4 lots/units, A1A – 8 lots/units, R40 – 9 lots/units; Minimum Yard Setback Regulations: **A1 & A1A:** Front yard: 50', Side yard: 20', Rear yard: 50'; **R40:** Front yard: 30', Side yard: 15', Rear yard: 35'.

MINUTES OF MAY 20, 2014

**CONSISTENCY WITH LAND USE PLAN STATEMENT**

The district requested is consistent with the 2030 Growth Vision Plan, which calls for "rural" at this location, as well as meeting the location criteria for "rural density residential" development as listed in the Land Use Policies Plan.

**REASONABLENESS & IN THE PUBLIC INTEREST**

The location and character of the district is reasonable and in the public interest by allowing for lot sizes and uses comparable to those in the surrounding area.

The Planning and Inspections Staff recommends approval of the R40 Residential district because of the foregoing and based on the following:

- If approved, the rezoning would be consistent with recent rezonings in the general area.

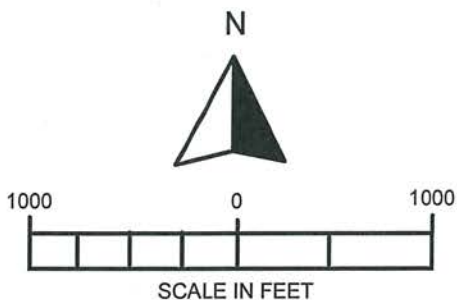
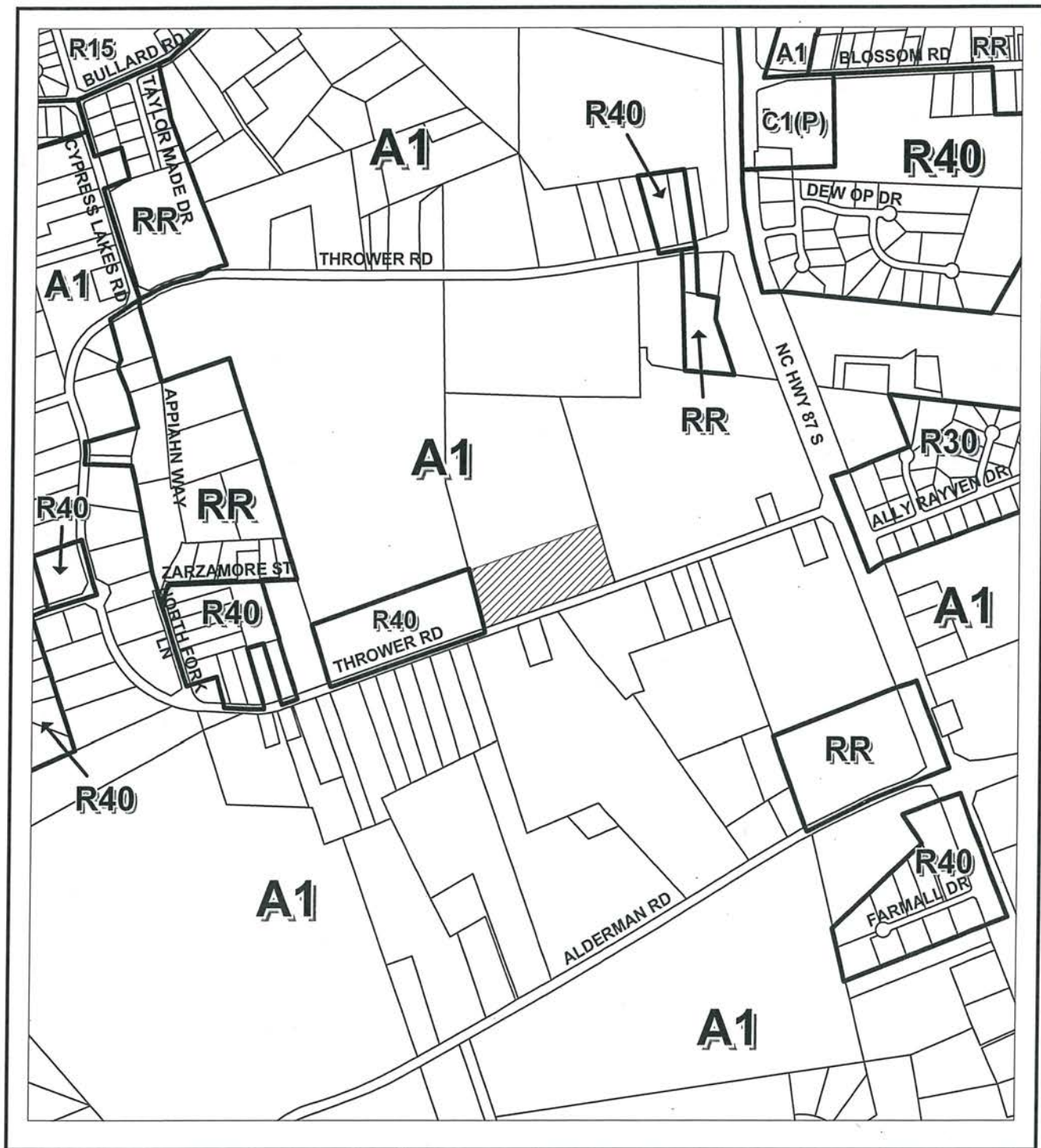
There are no other districts considered suitable for this request.

**Mr. Morris made motions to recommend the approval and adoption of the consistency and reasonableness statements; and to approve R40 Residential district, seconded by Ms. Hall. The motions passed with a unanimous vote.**

**First Class and Record Owners' Mailed Notice Certification**

*A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith.*





PORT. OF PIN: 0442-10-3316

## REQUESTED REZONING A1 TO R40

ACREAGE: 8.32 AC.+/-		HEARING NO: P14-22	
ORDINANCE: COUNTY		HEARING DATE	ACTION
STAFF RECOMMENDATION			
PLANNING BOARD			
GOVERNING BOARD			

5-20-14  
AM

Walter Clark,  
Chair  
Cumberland County

Patricia Hall,  
Vice-Chair  
Town of Hope Mills

Garland C. Hostetter,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman  
Charles C. Morris,  
Town of Linden



CUMBERLAND  
COUNTY  
NORTH CAROLINA

*Planning & Inspections Department*

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Vikki Andrews,  
Diane Wheatley,  
Carl Manning,  
Cumberland County

Benny Pearce,  
Town of Eastover

Donovan McLaurin,  
Wade, Falcon & Godwin

JUNE 6, 2014

ITEM NO. 30

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P14-23:** Rezoning of 4.63+/- acres from R40 Residential to R30 Residential or to a more restrictive zoning district; located on the northwest side of US 401 (Ramsey Street), east of SR 1609 (W Reeves Bridge Road); submitted by Arnell Vanessa Bobbitt (owner).

ACTION: 1<sup>st</sup> Motion: Find the request consistent with the LUP and approve and adopt the reasonableness statement; 2<sup>nd</sup> Motion: Approve R30.

**SITE PROFILE:** **Frontage & Location:** 191.41'+/- on US 401 (Ramsey Street) & 1,078.00'+/- on Trinity Gardens Lane; **Depth:** 1,157.76'+/-; **Jurisdiction:** Cumberland County; **Adjacent Property:** Yes, northwest of subject property; **Current Use:** Vacant land; **Initial Zoning:** A1 – December 17, 2001 (Area 15); rezoned to R40 on January 17, 2006; **Nonconformities:** None; **Zoning Violation(s):** None; **Surrounding Zoning:** North & East: R20 & A1; South: R40, R20 & A1; West: R40A, R20 & A1; **Surrounding Land Use:** Residential (including manufactured dwellings), farmland & woodlands; **2030 Growth Strategy Map:** Rural; **North Central Land Use Plan:** Suburban density residential; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** Linden/Septic; **Soil Limitations:** None; **School Capacity/Enrolled:** Raleigh Road Elementary (K-1): 220/218; Long Hill Elementary (2-5): 460/491; Pine Forest Middle: 820/760; Pine Forest High: 1,750/1,642; **Subdivision/Site Plan:** If approved, new development may require review and approval; **Average Daily Traffic Count (2010):** 6,300 on US 401 (Ramsey Street); **Highway Plan:** Ramsey Street is identified in the highway plan as a Major Thoroughfare. The current right-of-way is 100 feet and the proposal calls for a multi-lane facility (R-2609) with a ROW of 200 feet. Road improvements are past years and the project is unfunded. This proposal would require a 25 foot reservation for future acquisition by the NCDOT; **Notes:** **Density:** R40 – 5 lots/units, R30 – 7 lots/units; **Minimum Yard Setback Regulations:** **R40 & R30:** Front yard: 30', Side yard: 15', Rear yard: 35'.

MINUTES OF MAY 20, 2014

**CONSISTENCY WITH LAND USE PLAN STATEMENT**

The district requested is consistent with the 2030 Growth Vision Plan, which calls for “rural” at this location, as well as meeting the location criteria for “suburban density residential” development as listed in the Land Use Policies Plan; the request is also consistent with the North Central Land Use Plan which calls for suburban density at this location.



**REASONABLENESS & IN THE PUBLIC INTEREST**

The location and character of the district is reasonable and in the public interest by allowing for lot sizes and uses comparable to those existing in the surrounding area.

The Planning and Inspections Staff recommends approval of the R30 Residential district because of the foregoing and based on the following:

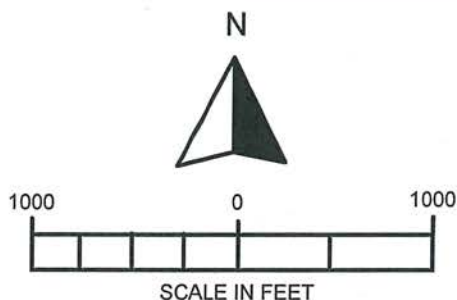
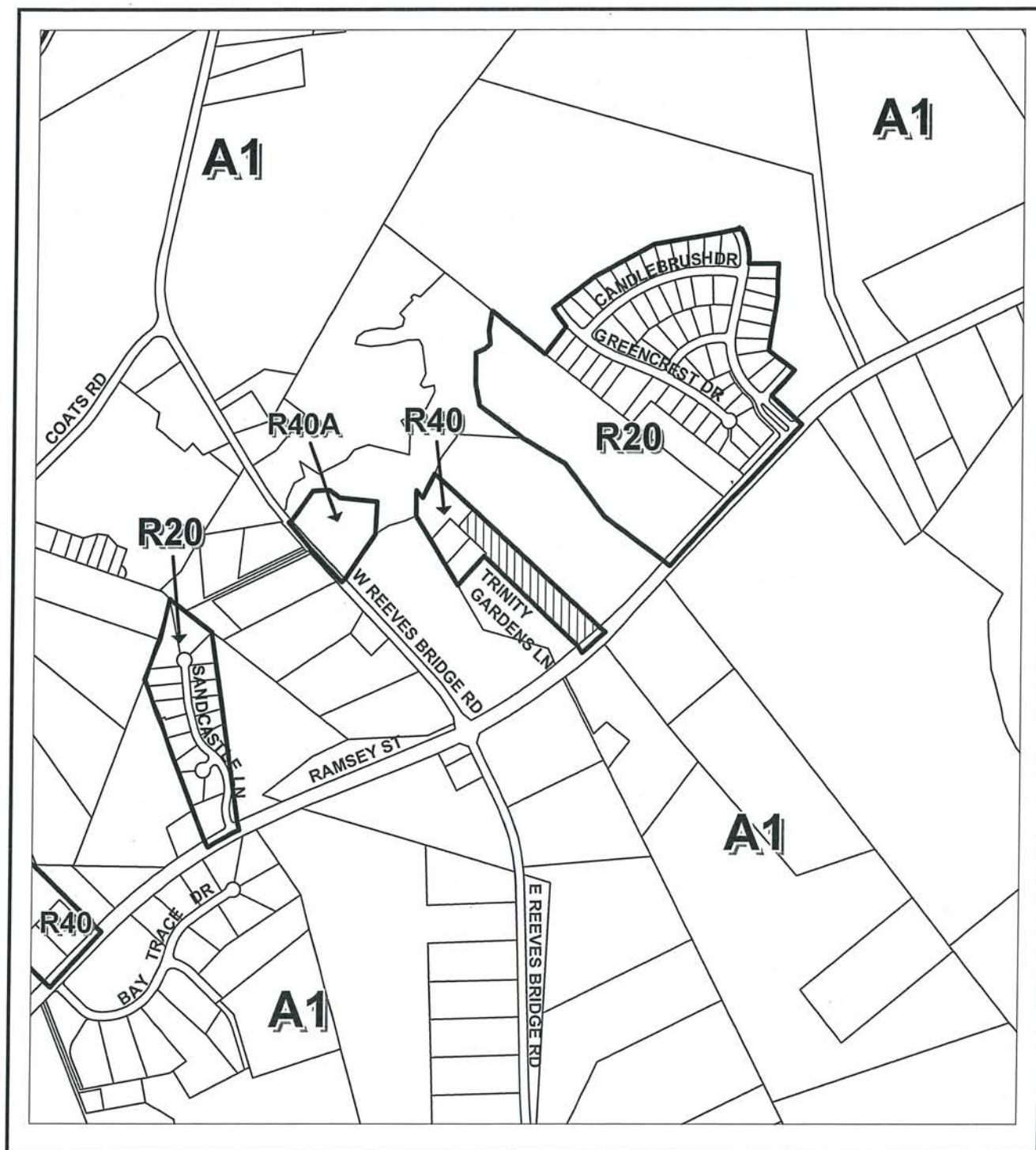
1. If approved, the rezoning would be consistent with recent rezonings in the general area.
2. Public water is available to the subject property.
3. Soils in this area are suitable for private septic systems.

There are no other districts considered suitable for this request.

**Mr. Morris made motions to recommend the approval and adoption of the consistency and reasonableness statements; and to approve R30 Residential district, seconded by Ms. Hall. The motions passed with a unanimous vote.**

**First Class and Record Owners' Mailed Notice Certification**

*A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith.*



PIN: 0554-44-5617

## REQUESTED REZONING R40 TO R30

ACREAGE: 4.63 AC.+/-

HEARING NO: P14-23

ORDINANCE: COUNTY

HEARING DATE

ACTION

STAFF RECOMMENDATION

PLANNING BOARD

GOVERNING BOARD

AM



Walter Clark,  
Chair  
Cumberland County

Patricia Hall,  
Vice-Chair  
Town of Hope Mills

Garland C. Hostetter,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman  
Charles C. Morris,  
Town of Linden



# CUMBERLAND COUNTY NORTH CAROLINA

## Planning & Inspections Department

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Vikki Andrews,  
Diane Wheatley,  
Carl Manning,  
Cumberland County

Benny Pearce,  
Town of Eastover

Donovan McLaurin,  
Wade, Falcon & Godwin

JUNE 6, 2014

ITEM NO. 3C

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P14-25:** Rezoning of 1.00+/- acre from A1 Agricultural to C(P) Planned Commercial or to a more restrictive zoning district; located on the north side of NC Hwy 24 (Clinton Road), west of SR 1853 (John Nunnery Road), submitted by Jerry G. and Tammy B. Taylor (owners) and Robert M. Bennett, RLS.

ACTION: 1<sup>st</sup> Motion: Find the request consistent with the LUP and approve and adopt the reasonableness statement; 2<sup>nd</sup> Motion: Approve C(P) Planned Commercial.

**SITE PROFILE:** **Frontage & Location:** 176.08'+/- on NC Hwy 24 (Clinton Road); **Depth:** 319.55'+/-; **Jurisdiction:** Cumberland County; **Adjacent Property:** No; **Current Use:** Vacant land (previously motor vehicle sales, removed for NC 24 widening); **Initial Zoning:** A1 – September 3, 1996 (Area 20); **Nonconformities:** None; **Zoning Violation(s):** None; **Surrounding Zoning:** North: R6A & A1; South: R30 & A1; East: A1; West: RR & A1; **Surrounding Land Use:** Residential (including manufactured dwellings), substation, motor vehicle repair, farmland & woodlands; **2030 Land Use Plan:** Rural; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** Autryville/Septic; **Soil Limitations:** None; **School Capacity/Enrolled:** Stedman Primary (K-1): 200/163; Stedman Elementary (2-5): 300/298; Mac Williams Middle: 1,270/1,163; Cape Fear High: 1,425/1,570; **Subdivision/Site Plan:** If approved, new development will require a review and approval; **Average Daily Traffic Count (2010):** 9,300 on NC Hwy 24 (Clinton Road); **Highway Plan:** This portion of NC Hwy 24 is identified in the Highway Plan as a Major Thoroughfare with adequate right-of-way. The NC Hwy 24 Bypass Project (R-2303) is currently under construction; **Notes:** **Density:** A1 – 1 lot/unit (non-residential); **Minimum Yard Setback Regulations:** **A1:** Front yard: 50', Side yard: 20', Rear yard: 50'; **C1(P):** Front yard: 45', Side yard: 15', Rear yard: 20'; **C2(P) & C(P):** Front yard: 50', Side yard: 30', Rear yard: 30'.

MINUTES OF MAY 20, 2014

### CONSISTENCY WITH LAND USE PLAN STATEMENT

Although the request is not entirely consistent with the 2030 Growth Vision Plan, which calls for "rural" at this location and under the Land Use Policies' location criteria where public water and sewer are required, sewer is not available; approval of the request would be consistent with the 2030 Plan objectives by promoting sufficiently zoned commercial areas to accommodate the needs of County residents and locating commercial development with the least impact on residential and other non-compatible uses.

**REASONABLENESS & IN THE PUBLIC INTEREST**

The location and character of the district is reasonable and in the public interest by allowing for lot sizes and uses comparable to those existing in the general area.

The Planning and Inspections Staff recommends approval of the C(P) Planned Commercial district because of the foregoing and based on the following:

1. If approved, the rezoning would be consistent with recent rezonings in the general area.
2. The district requested is reasonable as this area will likely transition to more non-residential uses with the imminent improvements of NC Hwy 24.

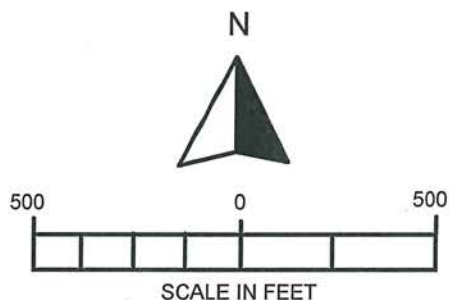
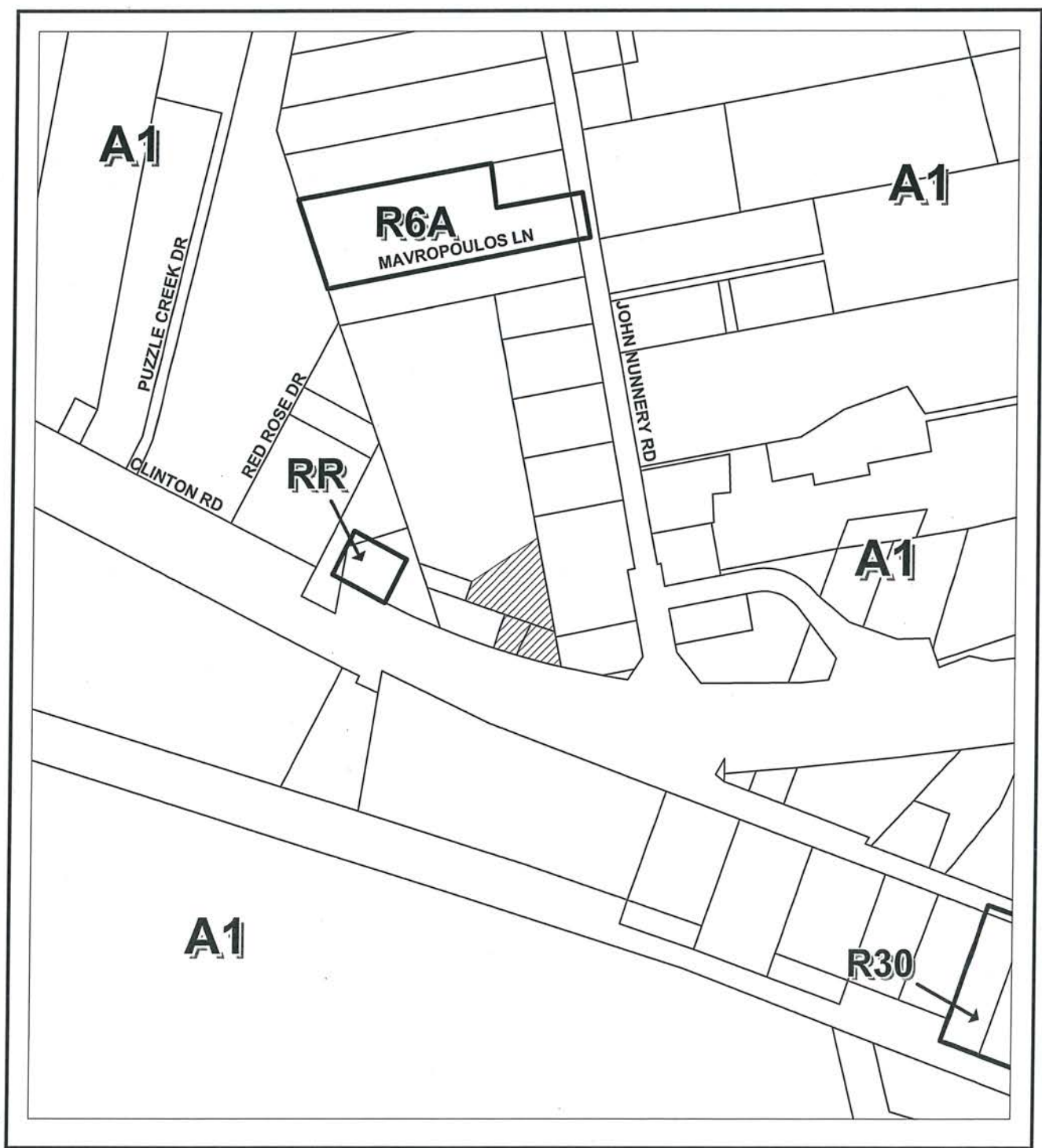
The C1(P) and C2(P) districts could also be considered suitable for this request.

**Mr. Morris made motions to recommend the approval and adoption of the consistency and reasonableness statements; and to approve C(P) Planned Commercial district, seconded by Ms. Hall. The motions passed with a unanimous vote.**

**First Class and Record Owners' Mailed Notice Certification**

*A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith.*





PORT. OF PIN: 1405-26-7686  
 PIN: 1405-26-9149  
 PIN: 1405-36-0017

## REQUESTED REZONING A1 TO C(P)

ACREAGE: 1.00 AC.+/-		HEARING NO: P14-25	
ORDINANCE: COUNTY		HEARING DATE	ACTION
STAFF RECOMMENDATION			
PLANNING BOARD			
GOVERNING BOARD			

AM

AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT  
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS

I, Debra Johnson, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 280-2013.

Property Owner: Eunice Stephens

Home Owner: Eunice Stephens


Property Address: 5007 Carolina Wren Drive, Fayetteville, NC

Tax Parcel Identification Number: 0471-47-6771

SYNOPSIS: This property was inspected on 8/28/2013. The property owners and parties of interest were legally served with Notice of Violations and were afforded a Hearing on 12/16/2013. Eunice Stephens & Anita Felder attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 3/17/2014. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. (See Exhibit A for Findings of Fact and Order.) No appeal was filed. Upon my visit to the property on 6/5/2014, the required corrective action had not been made to the structure. The structure is presently vacant and unsecured. In its present state, this structure constitutes a fire, health, and safety hazard.


The estimated cost to repair the structure to a minimum standard for human habitation is \$41,160.00. The Assessor for Cumberland County has the structure presently valued at \$500.00 (for salvage). Attached is a map depicting the location of the property. (See Exhibit B.)

RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.

  
Debra Johnson  
Code Enforcement Officer  
County of Cumberland



Sworn to and Subscribed to by me this  
the 16<sup>th</sup> day of June 2014.

  
Notary Public  
My Commission Expires: 11-03-14



**BOARD FINDINGS AND ACTION CHECK LIST**  
**MINIMUM HOUSING REHABILITATION AND/OR DEMOLITION ORDINANCE**

Name(s) of Owner(s)

Appearances:

Inspection Dept. Case No.:

**BOARD OF COUNTY COMMISSIONERS MOTION:**

1. If the Board feels that the structure should be demolished, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case, and

To order the property owner to remove or demolish the dwelling within \_\_\_\_\_ days.

To order the Inspector to remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

2. If the Board feels that the property can be rehabilitated, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

To order the property owner to rehabilitate the property within \_\_\_\_\_ days.

To order the property owner to vacate and secure the property within \_\_\_\_\_ days pending rehabilitation.

To order the Inspector to rehabilitate the property or remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

3. If the Board wishes to delay action on the case, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

To delay a decision on the case until \_\_\_\_\_ (date) in order to give the owner or party of interest time to: \_\_\_\_\_

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Ken Sykes,  
Code Enforcement Manager

Carol M. Post  
Office Processing Assistant



**CUMBERLAND  
COUNTY**  
NORTH CAROLINA

*Planning & Inspections Department*

**FINDINGS OF FACT AND ORDER**

12/16/2013

George Hatcher,  
Inspector

Joey Lewis,  
Inspector

Joan Fenley,  
Inspector

Debra Johnson,  
Inspector

Chris Fulton,  
Inspector

Eunice Stephens & Parties of Interest  
329 Neal Street  
Fayetteville, NC 28312

**CASE # MH-280-2013**

**PROPERTY AT:** 5007 Carolina Wren Drive, Fayetteville, NC

A Complaint, Notice of Hearing and Report of Inspection were legally served to the owner or owner's agent, and any party of interest. These documents were in fact received by the owner or owner's agent and party of interest on 12/16/2013.

Pursuant of law, a Hearing was conducted in Room 101, of the old courthouse at 130 Gillespie Street, Fayetteville, NC on 12/16/2013 at 4:45 PM. The items identified below took place at the Hearing:

- ☐ 1. No owner or party of interest, or their agent, or representative appeared.
- ☒ 2. An answer was filed by owners and/or parties of interest. The answer was heard, read, and considered. Those present were: Debra Johnson, Joan Fenley, Eunice Stephens, Anita Fielder
- ☒ 3. The undersigned inspector personally inspected the dwelling described in the Complaint and Notice of Hearing dated 11/18/2013. Upon the record and all of the evidence offered and contentions made, the undersigned Hearing Officer does thereby find the following fact:
  - ☒ a. The dwelling in question is violative of the Cumberland County Housing Ordinance as per findings in the inspection report with an assigned case number of MH-280-2013, dated 8/28/2013.
  - ☒ b. Due to these findings, the dwellings are found to be in a substandard condition in accordance with the Cumberland County Ordinance.
  - ☐ c. The dwelling is unfit for human habitation.

Findings of Fact and Order  
Case #: MH 280-2013

**EXHIBIT "A"**



- ☒ 4. Due to facts presented above, the Hearing Officer orders as follows:
- ☒ a. The owners and/or parties of interest of the dwelling named above are required to bring such dwelling into compliance with the Cumberland County Housing Ordinance by either repairing, altering, and improving the dwelling up to a minimum standard or by demolishing the structure and then causing the debris to be removed from the premises by a date not later than 3/17/2014. **All required permits must be obtained. A copy of this order must be presented when obtaining permits.**
  - ☐ b. The dwelling shall remain vacated until compliance with this order is completed and removed by the inspector, and the lot must be continuously maintained.
  - ☐ c. The structure shall be/remain secured to prevent entry by \_\_\_\_ and shall remain secured.
  - ☐ d. By authority of North Carolina General Statutes 14-4, violation of the County code is punishable as a Class 3 Misdemeanor in criminal court and also subjects the violator to injunctive relief and/or a civil penalty of \$50.00 per day for each day's continuing violation after \_\_\_\_.
  - ☒ e. The County Planning/Inspection Department may immediately begin procedures to seek a demolition ordinance from the Cumberland County Board of Commissioners for failure to bring the property into compliance by 3/17/2014. The cost of said demolition will be assessed against the real property in the form of a lien.

An appeal may be made to the Cumberland County Housing Board of Appeals. If an appeal is requested, it must be made in writing and within the time limits specified in the enclosed appeal procedures.

  
Ken Sykes  
Hearing Officer

  
Debra Johnson  
Code Enforcement Officer

Enclosed: Appeals Procedure Form

Cc:

Sworn to and Subscribed to by me  
this the 11<sup>th</sup> day of December, 2013




  
Notary Public  
My Commission Expires: 11-03-14

EXHIBIT "A"

NORTH CAROLINA  
COUNTY OF CUMBERLAND

**RETURN TO:**

PLANNING/INSPECTION DEPARTMENT  
OLD COURTHOUSE, ROOM 101  
130 GILLESPIE STREET  
FAYETTEVILLE, NC 28301

RE: Eunice Stephens & Parties of Interest  
Name of Violator

Case Number : MH 280-2013

**AFFIDAVIT OF RETURN OF SERVICE**  
(Personal Service to Individual)

I, Debra Johnson, Code Enforcement Officer with the Cumberland County Planning & Inspection Department,  
(Name of person serving notice)

personally served Eunice Stephens a copy of the Findings of Fact and Order and Appeals Procedures Form  
name of violator(s)

citing violations of Article IV, Chapter 4 of the Cumberland County Minimum Housing Ordinance by delivering

said notice to a person of suitable age and discretion, namely Eunice Stephens at the below address:

130 Gillespie Street

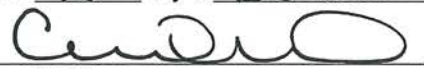
Fayetteville, NC 28301

I further certify that said service was completed on this the 16<sup>th</sup> day of December, 2013

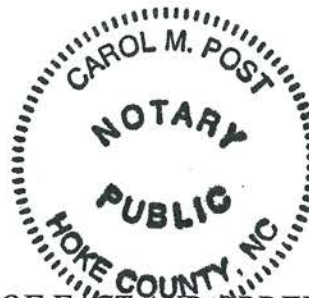
  
Debra Johnson  
Code Enforcement Officer

Sworn to and subscribed to before me

this the 16<sup>th</sup> day of December, 2013.

  
Notary Public

My Commission Expires: 11-03-2014



PROOF OF SERVICE OF *FINDINGS OF FACT AND ORDER*  
DATED December 16, 2013 CASE NUMBER *MH 280-2013*

**EXHIBIT A**



**Property Owner: Eunice Stephens**  
5007 Carolina Wren Drive, Fayetteville, NC  
Minimum Housing Case # MH 280-2013  
**TAX PARCEL IDENTIFICATION NUMBER: 0471-47-6771**

TAX PARCEL IDENTIFICATION NUMBER: 0471-47-6771



AMY H. CANNON  
County Manager



JAMES E. LAWSON  
Assistant County Manager

QUENTIN T. McPHATTER  
Assistant County Manager



ITEM NO. 3E

**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2014**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY H. CANNON, COUNTY MANAGER**

**DATE: JUNE 10, 2014**

**SUBJECT: PUBLIC HEARING ON EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT**

**BACKGROUND**

The Sheriff's Office is eligible to apply for funding through the Edward Byrne Memorial Assistance Grant through the United States Department of Justice. This grant continues the Department of Justice effort to support law enforcement at the local level.

This year the Sheriff's Office and the City of Fayetteville Police Department must submit a joint application. Even though this is a joint application, each agency will be able to use the funds for their own priorities. The Sheriff's Office will take the lead for this project. The Department of Justice uses crime statistics and population to compute the award. The Sheriff's Office share is \$50,027 and the City Police Department's share is \$108,261. Under the JAG Grant, there is no fund match.

As part of the USDOJ requirements, the public must be offered the opportunity to comment. The Sheriff's Office will publicly advertise the grant opportunity and will brief the Board of Commissioners.

The Public Hearing advertisement for this grant was advertised in the Fayetteville Observer on Saturday, June 7, 2014. This Public Hearing will be on Monday, June 16, 2014, at the Cumberland County Board of Commissioners' Meeting.

**RECOMMENDATION/PROPOSED ACTION**

Conduct the Public Hearing and authorize the County Manager to sign the application submittal.

CM060713-2






**EARL R. BUTLER, SHERIFF  
CUMBERLAND COUNTY SHERIFF'S OFFICE**



*An Internationally Accredited Law Enforcement Agency*

TO: Amy Cannon, Interim County Manager

FROM: Earl R. Butler, Sheriff 

RE: Agenda Topic Public Hearing  
Edward Byrne Memorial Justice Assistance Grant (JAG)

DATE: June 4, 2014

The Sheriff's Office is fortunate to again be eligible to apply for funding from the Edward Byrne Memorial Justice Assistance Grant (JAG) through the United States Department of Justice (USDOJ). This grant continues the UPDOJ efforts to support law enforcement at the local level.

The Cumberland County Sheriff's Office and the City of Fayetteville Police Department must submit a joint application, but each agency may use the funds for their own priorities. The grant allocation is \$158,288, with \$50,027 for the Sheriff's Office and \$108,261 for the Fayetteville Police Department.

The USDOJ requires the public be offered an opportunity to comment. The Sheriff's Office will publically advertise the grant opportunity in the Fayetteville Observer, Saturday Extra edition, on Saturday, June 7, 2014. We also request to brief the Board of Commissioners and request the required public hearing occur as part of the Monday, June 16, 2014 County Commissioners meeting.

A Memorandum of Understanding, which is required, is being prepared, and the County Finance department is aware of this grant. The enclosed Program Narrative describes the intended use of the grant. Please forward this to the members of the Board of Commissioners no later than June 6, 2014, to satisfy the USDOJ notification requirements.

Should you have any additional questions or need any additional information, please contact Lisa Blauser, Sheriff's Office Business Manager, at 910-677-5551. Thank you.



**Program Narrative****Byrne Justice Assistance Grant 2014**

The Cumberland County Sheriff's Office and the City of Fayetteville Police Department are Certified Disparate Jurisdictions for this Grant. Fund allocation as computed by the US Department of Justice based on crime statistics and population:

A.	Cumberland County	\$ 50,027	
B.	City of Fayetteville	\$108,261	
	Total		\$158,288

The planned uses of the funds are consistent with the improvement and efficiency of law enforcement programs in Cumberland County.

The County Finance Office will separately track expenses and drawdown of funds as the program activities are carried out.

**A. County of Cumberland Programs using Byrne Funds****Program Area 1**

During the 1994 Special Crime Session, the North Carolina General Assembly created the Criminal Justice Information Network (CJIN) Committee to accomplish specific objectives regarding a plan for a statewide criminal justice information network. The legislation was enacted based on recognition of the need to further coordination and cooperation between state and local agencies in establishing standards for sharing criminal justice information. In November 1994, the CJIN Committee selected Price Waterhouse to assist them in fulfilling their mandate. The study focused on developing recommendations to promote the sharing of criminal justice information in a final report delivered in April 1995.

A major recommendation of the final report is to "establish standards for, and implement a mobile voice and data communication network that allows state and local law enforcement and public safety agencies to communicate with each other, regardless of location in the state." (Price Waterhouse Final Report, page ES-6).

The Cumberland County Sheriff's Office has made great strides in acquiring technology to be an active participant in the CJIN project. In December 1997, the Sheriff's Office began leasing modems and laptop computers for Deputy's cars as Mobile Data Terminals (MDT) for data access and communications.



In summer 2009, the State of NC fielded the "NC-Aware" system which enables any officer in most of the State to access and print warrants for arrest on the spot. This enhanced capability is available through cellphone aircards in the Mobile Data Terminals.

With the rise in resources available on the internet and increasingly capable cell phone technology, the Sheriff's Office has issued cellphone aircards to connect the MDTs to the SBI and FBI databases, and make full use of the NC Aware System.

The Sheriff's Office intends to use its Byrne Grant Funds for subscription fees to connect to the SBI databases, for both in-office computer terminals and MDTs in Deputy's cars, communications software license maintenance, and to offset the cost of the aircard user charges.

## **B. City of Fayetteville Programs using Byrne Funds**

### **Program Area 1**

The Fayetteville Police Department will use \$108,261 to purchase equipment video cameras. The objective of this project is to enhance communications with other local and state law enforcement agencies and integrate smart policing with advanced technology.

The new technology base command center will be an important tool for crime prevention, criminal investigation, and downtown city monitoring. Camera locations will be determined by a number of factors, including calls for service, public violence incidents, and community input. This project will also provide government officials and first responders with live streaming video capabilities, computer aided dispatch and automatic vehicle location, geolocation and situational awareness applications for tactical response, field-based reporting and image transfer, and real-time criminal database access.

The command center will implement Computer Aided Dispatching and advanced mapping and field reporting capabilities, resulting from immediate interoperability of data sharing among government agencies. It will enable access to other smaller public safety jurisdictions in Cumberland County and serve as a demonstration project for national implementation of military cities and similar departments.

Citywide surveillance systems can help communities realize the goal of improving citizen safety while reducing costs. Implementing such a system requires careful planning and myriad technical considerations, as well as the determined support of key leaders in law enforcement and city government and Fayetteville Police Department has obtain each element to make this project a success.

*Specific details to briefed and approved by the City Council.*

THE STATE OF NORTH CAROLINA

KNOW ALL BY THESE PRESENT

COUNTY OF CUMBERLAND

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF FAYETTEVILLE, NC AND COUNTY OF CUMBERLAND,  
NC**

**2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between The COUNTY of CUMBERLAND, acting by and through its governing body, the Cumberland County Board of Commissioners, hereinafter referred to as COUNTY, and the CITY of FAYETTEVILLE, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Cumberland County, State of North Carolina, witnesseth:

**WHEREAS**, this Agreement is made under the authority of Sections 153A-14 and 160A-17.1 of the North Carolina General Statutes: and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the COUNTY agrees to serve as the fiscal agent and will file a single joint application for the FY 2014 JAG funds.

**NOW THEREFORE, both parties agree as follows:**

**Section 1.**

The COUNTY agrees to provide the CITY their allocated funding amount of One Hundred Eight-thousand, Two-hundred Sixty one dollars (\$108,261), as computed by the US Department of Justice.



**Section 2.**

The COUNTY, acting as fiscal agent, will not request funding to cover administrative costs. The COUNTY, acting as fiscal agent, will submit quarterly programmatic and financial reports to the US Department of Justice. The CITY agrees to forward pertinent data regarding the CITY'S program initiatives related to this grant award to assist the COUNTY in completing the aforementioned reports.

**Section 3.**

The COUNTY intends to use its share for communications and the CITY intends to use its share for equipment.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims brought against the CITY, other than claims for which liability may be imposed by the State Tort Claims Act.

**Section 5.**

Nothing in the performance of this Agreement shall impose any liability for claims brought against the COUNTY other than claims for which liability may be imposed by the State Tort Claims Act.

**Section 6.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 7.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 8.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

This Memorandum of Understanding shall be effective on October 1, 2013 and expire upon the 30th day of September, 2017.

CITY OF FAYETTEVILLE

COUNTY OF CUMBERLAND

\_\_\_\_\_  
Theodore L. Voorhes, City Manager

\_\_\_\_\_  
Amy Cannon, Interim County Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Pamela Megill, City Clerk

\_\_\_\_\_  
Candice H. White, Clerk to the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City of Fayetteville Legal Counsel

\_\_\_\_\_  
Rick Moorefield  
Cumberland County Attorney






ITEM NO. 4

ENGINEERING & INFRASTRUCTURE DEPARTMENT  
PUBLIC UTILITIES DIVISION

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2014**

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** JEFFERY P. BROWN, PE, E & I DIRECTOR 

**THROUGH:** AMY H. CANNON, INTERIM COUNTY MANAGER

**DATE:** JUNE 6, 2014

**SUBJECT:** BULLARD CIRCLE PRELIMINARY ASSESSMENT  
RESOLUTION

**BACKGROUND**

The Board of Commissioners at their June 2, 2014 meeting approved the Engineering and Infrastructure Director to move forward with placing a preliminary assessment resolution on the June 16<sup>th</sup> agenda for adoption with the terms of payment set for 15 years at 6% interest for the Bullard Circle area.

**RECOMMENDATION**

The Engineering and Infrastructure Director and County Management recommend that the Board of Commissioners adopt the attached preliminary assessment resolution and set a public hearing date of August 18, 2014 at 6:45 pm.

WHEREAS, 22 of the individual groundwater wells, which are used by the property owners in the Bullard Circle, Vann Street, Stonecoal Dive, and Diamond Point Trail area, contain arsenic levels greater than 10 ppb; and

WHEREAS, the Public Utilities Division mailed out surveys to the property owners in the subdivision requesting feedback on the preferred method of receiving public water; and

WHEREAS, the responses to this survey reflect that the method most preferred by those responding is for the Board of Commissioners to undertake a special assessment to finance water extensions for the Bullard Circle area as shown on the attached map.

NOW THEREFORE, the Board of Commissioners, pursuant to Article 9 of Chapter 153A of North Carolina General Statutes, hereby adopts the following special assessment resolution:

- I. Intent to Undertake and Need for Project: The Board of Commissioners of Cumberland County intends to undertake a project to extend public water to the Bullard Circle area. This project is required to eliminate the use of individual groundwater wells for consumptive and hygienic purposes. The Cumberland County Health Department and the State's Epidemiologist's Office conducted a review of water quality reports in the above-referenced area and found arsenic in concentrations greater than 10 ppb in the well water at 22 residences within the subdivision.
- II. General Description of the Project: This project is to bring potable, public water to the area and will include installation of approximately 5,414 total linear feet of water main extending from an existing Fayetteville Public Works Commission (PWC) water main located along Ramsey Street near Bullard Circle, including all appurtenances, to serve 76 parcels within the Bullard Circle area attached hereto as Exhibit A.
- III. Ownership: The water line extensions will become the property of the Fayetteville Public Works Commission and will be operated and maintained by PWC as part of its comprehensive public water system throughout its service area.
- IV. Proposed Basis of Assessment: The proposed basis of assessment will be at an equal rate per lot in the project area.
- V. Percentage of Cost to be Assessed: Fifty percent (50%) of the total engineering, construction and administrative costs shall be assessed against the benefited properties in this special assessment project and the County and PWC shall pay the remaining fifty (50%) per an interlocal agreement between to the two entities.
- VI. Abeyance: No assessment will be held in abeyance.
- VII. Terms of Payment: The assessment will be payable in fifteen (15) annual installments and the first installment with interest will be due sixty (60) days after the date that the assessment roll is confirmed. One installment with interest is due on the anniversary date in each successive year until the assessment is paid in full. The interest rate shall be set at six percent (6%) per annum. The assessment may be paid in full without interest within thirty (30) days after the confirmation of the assessment roll is published.
- VIII. Order of Public Hearing: A public hearing on all matters covered by this resolution will be held at 6:45 pm on Monday, August 18, 2014 in Room 118 of the Cumberland County Courthouse at the regularly scheduled meeting of the Board of Commissioners

IN WITNESS WHEREOF, this resolution adopted this the 16<sup>th</sup> day of June 2014.

COUNTY OF CUMBERLAND

BY: \_\_\_\_\_  
Jeannette M. Council, Chair  
Board of County Commissioners

ATTEST

BY: \_\_\_\_\_  
Candice White, Clerk



The map displays a residential neighborhood with a large yellow-shaded area. Streets shown include Stonecoal Dr, Vann St, Bullard Cir, Diamond Point, McCloskey Rd, Ramsey St, Melstone Dr, Ridge Pointe Ln, Broadhill Ln, Steephill Ln, Valley Pointe Ln, Sandra Ln, Foothill Ln, and Longhill Pt. Numerous house numbers are labeled on the lots. A pink line indicates the boundary of the City of Fayetteville. A small inset map in the top right corner shows the location of the area within a larger context, with labels for Abbey Forde Dr and Ramsey St.

AMY H. CANNON  
County Manager



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

JAMES E. LAWSON  
Assistant County Manager

QUENTIN T. McPHATTER  
Assistant County Manager

ITEM NO. 5

**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2014**

**TO:** BOARD OF COMMISSIONERS  
**FROM:** QUENTIN T. MCPHATTER, ASSISTANT COUNTY MANAGER *QTM*  
**DATE:** JUNE 10, 2014  
**SUBJECT:** LEASE OF OFFICE SPACE WITH ALLIANCE BEHAVIORAL HEALTHCARE

**BACKGROUND:**

The space currently occupied by the lessee is pursuant to the terms of an Interlocal Agreement entered into by Lessor, Lessee, and the former Cumberland County Area Authority in 2013.

The proposed lease for Alliance and its proposed terms are as stated below:

Premises: 20,015 square feet of finished space and 1,972 square feet of unfinished space.  
Lessee: Alliance Behavioral Healthcare  
Notice of Intent: Not required  
Term: One year term commencing on July 1, 2014  
Renewal Terms: None  
Rent: \$12/sf for 20,015 square feet of finished space and \$4/sf for unfinished space.  
Utilities: Reimbursement based on square footage  
Janitorial: Reimbursement based on square footage  
Insurance: \$1,000,000 General and Premises Liability provided by lessee  
Early Termination Provision: None



**RECOMMENDED ACTION:**

The Engineering and Infrastructure Director, County Management, and the County Attorney recommend that the Board of Commissioners vote to approve a one year lease with Alliance Behavioral Healthcare at a lease rate of \$12/sf for the 20,015 finished space and a lease rate of \$4/sf for the 1,972 of unfinished space.

**STATE OF NORTH CAROLINA**

**COUNTY OF CUMBERLAND**

**LEASE AGREEMENT**

**Notice of Intent not required**

**Approved by Board of Commissioners on \_\_\_\_\_, 2014**

This Lease Agreement, is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **Alliance Behavioral Healthcare**, a multi-county Area Authority, with a principal office at 4600 Emperor Boulevard, Suite 200, Durham, North Carolina, hereinafter referred to as "LESSEE," and the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

**WITNESSETH:**

IN CONSIDERATION of the mutual promises and subject to the terms and conditions contained or referred to herein, LESSOR does hereby lease and demise to LESSEE, that certain office space located in the building at 711 Executive Place, Fayetteville, North Carolina, as more fully described as follows:

The entire first floor, containing of 8,447 square feet (sf);  
The entire second floor, containing 9,124 sf;  
Rooms 318 and 324 on the third floor, containing 450 combined sf;  
Rooms 403, 413, 419, 422 and 426 on the fourth floor, containing 1,994 combined sf; and  
1,972 sf of unfinished space on the fifth floor for the storage of medical records;  
for a total of 20,015 sf of finished space and 1,972 sf of unfinished space.

This is the space currently occupied by LESSEE pursuant to the terms of the Interlocal Agreement entered into by LESSOR, LESSEE and the former Cumberland County Area Authority in 2013 (the "Interlocal Agreement").

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

1. **TERM:** The Lease shall commence the 1st day of July, 2014, and unless sooner terminated, continue for a term of one year.
2. **RENT:** The rent shall be at an annual rate of \$12.00 per square foot for the finished space and \$4.00 per square foot for the unfinished space in the total amount of TWO HUNDRED FORTY EIGHT THOUSAND, SIXTY EIGHT DOLLARS \$248,068, payable in equal monthly installments of TWENTY THOUSAND, SIX HUNDRED SEVENTY TWO and 50/100 DOLLARS (\$20,672.50) on or before the 1st day of each month beginning July 1,



2014.

3. DEPOSIT: LESSOR shall not require a security deposit from the LESSEE.
4. CONDITION OF PREMISES: LESSEE is currently occupying the premises and has determined the space to be suitable for its intended use as general office space.
5. PARKING LOT: The parking lot adjacent to the building shall be included in the leased premises for the shared use of LESSEE and its visitors and invitees with any other occupants of the building or the adjacent building and their respective visitors and invitees.
6. ASSIGNMENT OR SUB-LEASE: The LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR. Such written consent will not be unreasonably withheld by LESSOR.
7. USE AND POSSESSION: The leased premises are to be used exclusively for LESSEE'S activities to conduct certain MCO functions in Cumberland County pursuant to the terms of the Interlocal Agreement. LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear or damage by fire or other casualty.
8. DESTRUCTION OF PREMISES: In the event that said building is damaged by fire, explosion, accident or any act of God, so as to materially affect the use of the building and premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate; provided further, that the LESSEE shall pay no rent during the period of time that the premises are unfit for occupancy and use.
9. CONDEMNATION: If during the term of this lease, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to LESSEE. LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of LESSEE for injury, damage or destruction of LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purpose leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of leased premises taken. In no event shall LESSOR be liable to LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.

10. **INTERRUPTION OF SERVICE:** LESSOR shall not be or become liable for damages to LESSEE alleged to be caused or occasioned by, or in any way connected with, or the result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, fire suppression, heating, air conditioning, ventilation or elevator systems, or any other structural component of the building.
11. **LESSOR'S RIGHT TO INSPECT:** LESSOR shall have the right, at reasonable times during the term of this lease, to enter the leased premises, for the purposes of examining and inspecting same and of making such repairs or alterations therein as LESSOR shall deem necessary.
12. **INSURANCE:** LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$1,000,000 per occurrence and naming LESSOR as an additional named insured. LESSEE shall provide current copies of all such policies of insurance to LESSOR'S office of risk management.
13. **LESSOR'S RESPONSIBILITY FOR MAINTENANCE:** LESSOR shall be responsible for the maintenance and good condition of the roof, windows and exterior walls of the building; the parking lot; the landscaping; and the repair or replacement of electrical system, overhead lighting system, plumbing system, fire suppression system, heating, air conditioning and ventilation system components; and elevator systems. LESSOR shall provide all services related to the landscaping and grassed areas, including trimming, mowing, planting, mulching and fertilizing as needed.
14. **LESSEE'S RESPONSIBILITY FOR ALL OTHER MAINTENANCE:** LESSEE shall be responsible for all other maintenance of the leased premises not specified as the responsibility of LESSOR above. LESSEE shall be responsible for the regular maintenance in good condition of all interior surfaces including floors, doors, ceilings, walls and windows. LESSEE shall not be responsible for ordinary wear and tear or for major damage or destruction caused by casualty or disaster for which there is insurance coverage.
15. **JANITORIAL SERVICES:** LESSOR shall provide commercially reasonable janitorial service and trash removal from the leased premises. During any period when there is any other tenant, occupant or user of the building, LESSEE shall reimburse LESSOR for LESSEE'S pro rata share of the cost of these services. LESSEE'S pro rata share shall be computed as the percentage the sf leased by LESSOR is of the total sf being leased, occupied or used by all lessees, occupiers or users. During any period that LESSEE is the sole tenant, occupant or user of the building, LESSEE shall reimburse LESSOR the full amount of the costs of this service. LESSOR shall invoice LESSEE for the reimbursement of the costs of this service not less than quarterly.
16. **PERSONAL PROPERTY AND IMPROVEMENTS:** Any additions, fixtures, or



improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises, shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements, to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal. LESSEE shall obtain LESSOR'S written consent before making any alterations or changes to the building or premises

17. TAXES: LESSEE will list and pay all business personal property taxes on its taxable personal property located within the demised premises. LESSOR acknowledges that all business personal property owned by LESSEE is exempt from property taxation.
18. NOTICE: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at their respective business addresses.
19. INDEMNIFICATION: LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.
20. ADA AND OSHA REQUIREMENTS: LESSEE shall make such repairs and perform such maintenance as is necessary to keep the premises in compliance with all ADA and OSHA requirements. LESSEE shall keep the premises in good condition and repair and in a good, clean, and safe condition at all times during the term of this Lease Agreement.
21. SUCCESSOR AND ASSIGNS: This lease shall bind and inure to the benefit of the successors and assigns of the parties hereto.
22. UTILITIES: Electrical power, water and sewer services, and garbage collection are metered or provided to the building as a whole. During any period when there is any other tenant, occupant or user of the building, LESSEE shall reimburse LESSOR for LESSEE'S pro rata



share of the cost of these services. LESSEE'S pro rata share shall be computed as the percentage the sf leased by LESSOR is of the total sf being leased, occupied or used by all lessees, occupiers or users. During any period that LESSEE is the sole tenant, occupant or user of the building, LESSEE shall reimburse LESSOR the full amount of the costs of these services. LESSOR shall invoice LESSEE for the reimbursement of the costs of these services not less than quarterly. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease. The installation, maintenance and service charges for any other utilities or services such as telephone, cable television, internet, or wireless connectivity shall be the sole responsibility of LESSEE.

23. RISK OF LOSS: As between the LESSOR and the LESSEE, any risk of loss of personal property placed by the LESSEE in or upon the leased premises shall be upon and the responsibility of the LESSEE, regardless of the cause of such loss.
24. DESTRUCTION OF PREMISES: If the leased premises should be completely destroyed or damaged so that more than fifty percent (50%) of the leased premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage.
25. TERMINATION: If LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of fifteen (15) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the premises without prejudice to any other remedies allowed by law. If LESSOR shall fail to perform any of the terms and conditions heretofore set forth and shall continue such default thirty (15) days after written notice of such default, LESSEE, at its discretion, may terminate this Lease and vacate the leased premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law.
26. OCCUPANCY AND QUIET ENJOYMENT: LESSOR promises that LESSEE shall have quiet and peaceable possession and occupancy of the leased premises in accordance with the terms of this Lease, and that LESSOR will defend and hold harmless the LESSEE against any and all claims or demands of others arising from LESSEE'S occupancy of the premises or in any manner interfering with the LESSEE'S use and enjoyment of said premises.
27. MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
28. MERGER CLAUSE: This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Lease even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to



make objection. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Lease Agreement to be executed in duplicate originals by their duly authorized officers, to be effective for the term as stated above.

LESSEE:  
Alliance Behavioral Healthcare  
By:

\_\_\_\_\_  
Printed name and title of officer signing above

ATTEST:  
By:

\_\_\_\_\_  
Printed name and title of officer signing above

LESSOR:  
County of Cumberland  
By:

\_\_\_\_\_  
Jeanette Council, Chair  
Cumberland County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Candice White, Clerk to the Board

Prepared by R. Moorefield  
June 6, 2014

AMY H. CANNON  
County Manager



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA


JAMES E. LAWSON  
Assistant County Manager

QUENTIN T. McPHATTER  
Assistant County Manager

ITEM NO. 6

**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 16, 2014**

**TO: BOARD OF COUNTY COMMISSIONERS**  
**FROM: AMY H. CANNON, COUNTY MANAGER**   
**DATE: JUNE 10, 2014**  
**SUBJECT: CONSIDERATION OF APPROVAL OF THE FY2015 CUMBERLAND COUNTY BUDGET ORDINANCE**

**BACKGROUND**

The Board of Commissioners met on Tuesday, June 10, 2014 and approved the FY2015 Budget. Attached you will find the Budget Ordinance, Schedule of Fees and the adjustments to the recommended budget.

**RECOMMENDATION/PROPOSED ACTION**

Approve the FY2015 Cumberland County Budget Ordinance.

CM061014-2



**COUNTY OF CUMBERLAND  
FY2015 BUDGET ORDINANCE ADOPTION**

June 10, 2014

The Board of County Commissioners hereby adopts and enacts the proposed 2015 fiscal year budget as recommended by the County Manager with amendments incorporated herein as the County of Cumberland's budget for FY2015 under the following terms and conditions:

1. The Budget Ordinance shall govern total dollar departmental appropriations, including multiple organizations within a department, in accordance with the resolution of September 7, 1982.
2. The amendments to the County Manager's recommended budget as approved by the Board of Commissioners are listed on Attachment A and shall include subsequent adjustments approved through June 30 which are required to implement this budget.
3. Attachment B, Adopted Expenditures, sets forth appropriated amounts for each county department. Attachment C, Adopted Revenue, sets forth revenue amounts by source for each fund.
4. Attachment D is a countywide listing of fees charged by county departments. The Board of County Commissioners shall annually approve the fee schedule.
5. The County-Wide Ad Valorem Tax Rate and levy of 74.0 cents per \$100 valuation is hereby adopted.
6. The Special Recreation Tax Rate and levy of 5 cents per \$100 valuation is hereby adopted.
7. The Fire Tax District Rates as shown below are hereby adopted and taxes levied:

	<u>Approved Tax Rate Per \$100 Valuation</u>
Beaver Dam Fire District	10 cents
Bethany Fire District	10 cents
Bonnie Doone Fire District	10 cents
Cotton Fire District	10 cents
Cumberland Road Fire District	10 cents
Eastover Fire District	10 cents
Godwin-Falcon Fire District	10 cents
Grays Creek Fire District	10 cents

Lafayette Village Fire District	10 cents
Lake Rim Fire District	10 cents
Manchester Fire District	10 cents
Pearces Mills Fire District	10 cents
Stedman Fire District	10 cents
Stoney Point Fire District	10 cents
Vander Fire District	10 cents
Wade Fire District	10 cents
Westarea Fire District	10 cents
Special Fire Service District	1.25 cents

8. The Cumberland County Board of Education's current expense appropriation is hereby adopted at \$77,998,888. Fayetteville Technical Community College's current expense appropriation is adopted at \$9,647,928.
9. The Fiscal Year 2015 Position Classification and Pay Plan is hereby approved. The county manager or designee shall be responsible for the administration and maintenance of the position classification plan and shall have authority to create new classifications and reallocate existing classifications within the salary plan for all existing county positions. Positions governed by state personnel are subject to the salary plan for classification purposes. The Board of County Commissioners shall annually approve the classification and salary plan.
10. The FY2015 budget also funds the continuation of a 1% employer contribution to a 401K retirement plan for all employees eligible to participate in the Local Government Employees Retirement System.
11. Encumbrances outstanding in the current fiscal year will be included in the FY2015 budget. Unexpended grants and other funds previously approved and budgeted by the Board in FY2014, may be re-budgeted or rolled over into the FY2015 budget by the Manager.
12. Board approved contingency funds may be reallocated within and between departments in the same fund by the Manager, subject to current established policies.
13. Any shortfalls or other adjustments in revenues or expenditures created by the above adopted budget shall be adjusted by a like amount appropriation from the fund balance of the County of Cumberland or an adjustment to contingency or other line item so that the fiscal year 2015 budget of the County of Cumberland is balanced pursuant to Chapter 159 of the NC General Statutes.



This ordinance is adopted the 10<sup>th</sup> day of June 2014.

Jeannette M. Council, Chairman

Amy H. Cannon, County Manager

## DEPARTMENTAL FEE SCHEDULE FOR FY2015

□ Newly revised

Department	Service	Fee Amount
Animal Control	Impound Fees	\$30 first day; \$10 everyday thereafter
		\$20 euthanasia request
	Adoption Fees	\$11 microchip; \$10.00 rabies vaccination
		\$10 heartworm test
		\$75 spay (less than 50 lbs)
		\$89 spay (more than 50 lbs)
		\$58 neuter (less than 50 lbs)
		\$65 neuter (more than 50 lbs)
		\$40 cat neuter; \$55 cat spay
	Licensing Fees	\$7 altered animal; \$25 unaltered animal
		\$0.00 senior license
	Permits	\$100 breeding (per pair)
		\$100 hunting (up to 15 animals)
		\$100 hunting (over 15 animals)
		\$10 tethering (temporary); \$50.00 tethering (3 year)
		\$100.00 dangerous dog; \$100 exotic
	Violations	\$100 breeding without permit
	These violations are all \$100 civil citations for the first offense then double if cited for a second offense and triple for a third offense if charged/cited with same calendar year	\$100 abandonment C.C. Sec. 3-23
		\$100 bite off property C.C. Sec 3-19
		\$100 cruelty C.C. Sec 3-23
Board of Elections		\$100 running at large C.C. Sec 3-19
		\$100 no rabies vaccination C.C. Sec 3-40
		\$100 failure to wear rabies tag C.C. Sec 3-40
		\$100 no county license C.C. Sec 3-50
		\$100 tethering violation C.C. 3-23
		\$100 nuisance C.C. Sec 3-15
	<b>Filing Fees:</b>	
	City of Fayetteville -Mayor	\$48
	City Council Members	\$24
	Town of Eastover, Falcon, Godwin, Linden	
	Stedman, Wade	
	Mayor	\$5
	Commissioner	\$5
	Town of Hope Mills	
	Mayor	\$10
	Commissioner	\$5
	Town of Spring Lake	
	Mayor	\$15
	Alderman	\$15
	Eastover Sanitary District - Board Members	\$5
Child Support	Application Fee	\$25 non-public assistance case (can be reduced to \$10 if the applicant is considered indigent.)
	Paternity Testing (DNA Fees)	\$31 per participant
	Non-Public Assistance Case	\$25 - charged once yearly



## DEPARTMENTAL FEE SCHEDULE FOR FY2015

□ Newly revised

Department	Service	Fee Amount
Communication Center	Copies	\$ .05 per page B/W
		\$ .10 per page colored
	I.D. Badge Fees	\$7
Cooperative Extension	Master Gardener Training Program	\$130 - 14 week program- meet 1 time per week
	Baby Think It Over Program	\$5 per student (supports the program)
□ County Attorney	□ Road Closing Fee	\$750
County Manager	Reproduction on CD or DVD	\$1.00 per CD or DVD
	Copies	\$ .05 per page B/W
Elections	CD	\$25
	e-mail	no charge
	Campaign finance reports and related elections records	\$0.20 per page
Finance	Copies	\$ .05 per page B/W
		\$ .10 per page Color
	Returned Check Fee (assessed by all County Departments)	\$25
Emergency Services	Fire Inspection Fees	See attached document
	<i>Fees are collected thru Central Permitting in the Planning Dept.</i>	<b>Refer to Exhibit #1</b>
Engineering	Floodplain Development Permit Fee	\$10.00
	Flood Damage Prevention Ordinance violation penalty	Up to \$500 fine C.C. Chapter 6.5-24 Article III
Health	<b>Health Service fee schedule is voluminous. Refer to Exhibit #3 of this document for the Health Fee structures.</b>	
Library	Late renewal fee (for all materials <b>except</b> the Playaway Views)	\$0.20 per day per item with a maximum charge of \$5.00 per item per transaction, and fees are not collected until the fee reaches \$1.00 per item.
	Late renewal fee ( <i>Playaway Views only</i> )	\$1.00 per day per item with a maximum charge of \$25.00 per item per transaction
	Library card	\$25 non-resident fee
	Lost library card	\$2
	Discard book sale	\$2 or \$3 (depending on the book)
	<b>Lost or Stolen Items:</b>	Actual purchase price plus \$4.00 processing fee
	For long overdue items, for which the price is no longer available in the database, the purchase price will be based on the average costs listed below:	
	Adult & Teen hardback (fiction & non-fiction)	\$25
	Adult & Teen paperback (fiction & non-fiction)	\$7
	Juvenile hardback (easy, junior fiction and non-fiction)	\$15
	Juvenile paperback (easy, junior fiction & junior non-fiction) and board books	\$5
	Music CD	\$15
	DVD	\$20
	Audio Book (CD Only)	\$35
	PlayawayViews	\$100

## DEPARTMENTAL FEE SCHEDULE FOR FY2015

□ Newly revised

Department	Service	Fee Amount
Library - continued	High theft items	\$25
	Interlibrary loan	\$3
	Unique Management collection fee	\$10 (assessed after \$25 or more in fines or fees) accrue against account
	Damage Fees	No longer charging
Planning and Inspections	<b>Ordinances:</b>	
Central Permitting	<b>County Zoning Ordinance</b>	\$500 fine /day
	Municipalities:	
	Stedman	\$50 fine/day
	Falcon	\$50/fine/day
	Wade	\$500 fine/day
	Godwin	\$500 fine/day
	Eastover	\$500/fine/day
	County Minimum Housing	\$50 fine/day not to exceed \$3,000
	County Abandoned, Nuisance and Junked Motor Vehicles	\$100 per violation per day
	<b>Copies:</b>	
	Letter black/white	\$0.03
	Letter color	\$0.16
	Legal black/white	\$0.03
	Legal color	\$0.16
	Ledger	\$0.05
	Ledger color	\$0.18
	Engineer copy	\$1.00
	Blue print copy	\$1.00
	<b>Location Services and Sign Shop Fees:</b>	
	Printed maps	\$10 - \$50
	Data CD's	\$10
	Ft Bragg address assignment	\$150
	Ft Bragg address sign install	\$100
	Autistic child area	\$102.50
	Stop signs	\$98
	Street name sign	\$134
	Handicap parking	\$60.29
	Hearing impaired child	\$102.50
	<b>In addition to the fees listed above please</b>	<b>Refer to Exhibit #4</b>
	<b>Refer to Exhibit #4 of this document</b>	
	<b>for the Inspection Fee structures.</b>	
Public Information		\$ .10 per page Color
Public Utilities	Water Fees/Charges	See attached document
		<b>Refer to Exhibit #2</b>



## DEPARTMENTAL FEE SCHEDULE FOR FY2015

□ Newly revised

Department	Service	Fee Amount
Register of Deeds	<b>Deeds and Other Instruments:</b> (except plats, deeds of trust, and mortgages) Up to 15 pages Each additional page Additional fee for each multiple instrument	 \$26 \$4 \$10
	<b>Deed of Trust and Mortgages:</b> Up to 15 pages Each additional page	 \$56 \$4
	Plats	\$21 each sheet
	State Highway Right-of-Way Plans	\$21 first page; \$5 each additional page
	Map copies	\$0.25 - \$4 per page
	Map recording	\$21 per page
	Excise tax on deeds	\$2 per \$1,000. (based on purchase price)
	Nonstandard document	\$25
	Multiple instruments as one, each	\$10
	Additional assignment instrument index reference	\$10 each
	Satisfaction	No fee
	Certified copies unless statute otherwise provides	\$5 first page; \$2 each add'l page
	<b>UCC (Fixture Filing):</b> 1 to 2 pages 3 to 10 pages Each additional page over 10 pages Filed electronically if permitted Response to written request for information Response to electronic request if permitted Copy of statement	 \$38 \$45 (up to 10 pages) \$2 \$30 \$38 \$30 \$2 each page
	<b>Vital Record Fees:</b> Marriage licenses Delayed marriage certificate, with one certified copy Application or license correction with one certified copy Marriage license certified copy	 \$60 \$20 \$10 \$10
	<b>Other Records:</b> Recording military discharge Military discharge certified copy as authorized Birth certificate certified copy Birth certificate Legitimations Birth certificate Amendments	 No Fee No Fee \$10 \$25 \$25
	<b>Delayed Births:</b> Birth certificate after one year or more for same county with one certified copy Papers for birth certificate in another county one year or more after birth Birth certificate for papers from another county one year or more after birth	 \$20  \$10 \$10

## DEPARTMENTAL FEE SCHEDULE FOR FY2015

□ Newly revised

Department	Service	Fee Amount
Register of Deeds continued	<b>Other Services:</b> Death certificate certified copy Birth record amendment Death record amendment Legitimations Uncertified copies Notary public oath Notary authentications Comparing copy for certification State vital records automated search State vital records automated search copy Miscellaneous services	 \$10 \$10 \$10 \$10 Cost as posted \$10 \$5 per notary page \$5 \$14 \$10 Cost as posted
Sheriff	<b>Concealed Weapons Fees:</b> First application Renewal Retired LEO application Retired LEO application renewal Duplicate Concealed handgun fingerprint Pistol handgun purchase permit fee <b>Civil Process Fees:</b> Uniform Out-of-State <b>Miscellaneous Fees:</b> Background check Fingerprint fee Initial application fee for wrecker inspection Annual inspection and renewal Administrative dispatch fee <b>Precious Metal Permit Fees:</b> Dealer/co-owner Special occasion dealer Employee permit Employee renewal permit fee <b>Detention Center Inmate Fee Schedule</b> <b>Administrative Fees:</b> I.D. Cards Notary Fee Checks to release funds for non-court related purposes purposes <b>Damage to County property other than normal wear and tear:</b> Writing or drawing on walls Damage to walls or other surfaces requiring painting Damage to sprinkler heads resulting in activation	 \$80 \$75 \$45 \$40 \$15 \$10 \$5/permit  \$30 \$50  \$8 \$12 \$100 + \$100 per wrecker \$50 + \$100 per wrecker \$15  \$180 \$180 \$60 \$3    \$5 \$3 \$5  \$12 \$20 \$500



## DEPARTMENTAL FEE SCHEDULE FOR FY2015

□ Newly revised

Department	Service	Fee Amount
Sheriff continued	Clogging toilet requiring Maintenance Staff Assistance	\$10
	Sheet	\$4.20
	Pillow Case	\$1.85
	Mattress Cover	\$7.70
	Blanket	\$14
	Towel	\$2.80
	Inmate Uniform	\$17.85
	Inmate Sandal	\$1.85
	Mattress Cover	\$40
	Pillow	\$6.95
	Food Tray	\$36.50
	Cup	\$2
	Spork	\$0.35
	Other County property	Actual cost of repair or replacement
	<b>Medical and Dental Services:</b>	
	Nurse - sick call	\$5
	Physician - sick call	\$10
	Dental Service	\$10
	Psychiatric Service	\$10
	X-Ray	\$5
	Prescriptions	\$2 per prescription
	<b>Over the counter medications:</b>	
	Tylenol	\$0.35 (not more than 5 packs (2pr/pack))
	Sudodrin	\$0.25 (not more than 5 packs (2pr/pack))
	Ibuprofen	\$0.25 (not more than 5 packs (2pr/pack))
	Anti-Fungal cream	\$0.25 (not more than 5 packs (1pr/pack))
	Cough drops	\$0.10 (not more than 10 drops (1 each))
	Antacid tablets	\$0.25 (not more than 10 packs (2pr/pack))
	Effergrip dentuire cream 2.5 oz.	\$4.45 (1 each)
	Saline nasal spray 1.5 oz.	\$1.75 (1 each)
	Artificial tears .5 oz.	\$2.15 (1 each)
	Debrox ear drops 1/2 oz.	\$2.10 (1 each)
Social Services	<b>Adoption Services:</b>	
	Adopt intermediary fees	\$400
	Independent adoption	\$600
	Pre-placement assessment (\$400) and court report (\$200)	
	Petition and all other documentation	\$900
	Step-parent relative adoption - court report	\$200
	Custody investigation	\$450 - \$500
	single family \$450; multi family \$500)	
	Homestudy fee	\$200

## DEPARTMENTAL FEE SCHEDULE FOR FY2015

□ Newly revised

Department	Service	Fee Amount
Social Services continued	<b>Other Fees:</b>	
	Health coverage for workers w/disabilities	\$50
	NC Health Choice fee	\$50/\$100
	Resolve fee (domestic violence)	\$175
	Transportation (One Way/Out of Town)	\$5
	Copies	\$0.25 per page
Soil and Water Conservation District	Rain barrel	\$35
	Longleaf Pine tree	\$5/bundle of 15
	Loblolly Pine tree	\$5/bundle of 20
	Eastern Red Cedar tree	\$5/ bundle of 5
	Great Plains no-till grain drill	\$25 per day or \$5 per acre, whichever is greater
		\$25 per day; deposit required at pick up
	John Deere no-till grain drill	\$50 per day or \$8 per acre, whichever is greater
		\$50 per day; deposit required at pick up
		(Late fee of \$10/hour will be charged, unless other arrangements made with office staff)
□ Solid Waste Management	<b>Solid Waste Disposal Fees:</b>	
	<b>Household Fees</b>	\$48 (SW User Fee on annual tax bill)
	i. Yard waste (limbs, brush, etc. not to exceed 3 inches in diameter, 3 feet in length) amount not to exceed 4 cubic yards (one pickup truck load) per household per week	
	ii. Household garbage (kitchen, bath, etc.) amount not to exceed 4 cubic yards (one pickup truck load) per household per week	
	iii. 10 gallons or 80 lbs of household hazardous waste material per household on 2nd & 4th Saturday of each month (as scheduled)	
	Apartments/Condos/Townhomes that do not pay the SW User Fee annually are considered commercial and therefore pay for all debris brought to the landfill	See Tipping Fees
	Pick-up trucks, cars, SUVs, and vans not pulling a trailer	\$20 (flat rate fee)
	(vehicles paying the flat rate fee remain on concrete the whole time at the landfill and do not have to wait in line for weighing/ reweighing, thereby cutting down on time at the landfill and on damage to vehicles) Household garbage is still no charge unless mixed with chargeable items, then load is charged the flat rate fee)	



## DEPARTMENTAL FEE SCHEDULE FOR FY2015

□ Newly revised

Department	Service	Fee Amount
□ Solid Waste Management continued	□ Tipping Fees	
	Commercial waste/industrial waste/household waste	
	0 - 1,199 tons	\$30 per ton or \$1.50 per 100 lbs
	1,200 or More tons	negotiable
	Inert debris (brick, cement, dirt, rock)	
	Clean, no rebar, paint or other waste	No charge
	Dirty, debris with rebar or other waste	\$23 per ton or \$1.15 per 100 lbs
	Painted, no rebar or other waste	\$10 per ton or \$0.50 per 100 lbs
	Mixed debris (garbage w/construction or other debris)	\$40 per ton or \$2.00 per 100 lbs (no discount on mixed debris)
	Shingles	
	Clean, no paper, plastic, wood, vent caps, etc.	\$15 per ton or \$0.75 per 100 lbs
	Mixed with other debris	\$25 per ton or \$1.25 per 100 lbs
	Construction & Demolition	
	0 - 199 tons	\$36 per ton or \$1.85 per 100 lbs
	200 or More tons	negotiable
	Flat Rate (in the event of scale failure charge per vehicle)	
	Pickup trucks, commercial vans, towed trailers	\$20 (single axle)
	*with shingles	\$38
	Small flatbed trucks (single axle), step van	\$34
	*with shingles	\$59
	Large flatbed trucks (double axle), fifth wheel trailers	\$109
	*with shingles	\$148
	Roll-off Trucks (container boxes)	
	*20-yard box or smaller	\$243
	*21-30 yard box	\$135
	*31-40 yard box	\$115
	*Compactor Boxes (all)	\$186
	Front-loader Truck	\$300
	Special Handling Fee	\$100 (charge per vehicle, trailer or container load)
	Scrap Tire Disposal	
	Tires without rims	No Charge
	Tires with rims	\$1 per tire
	Tires, illegally dumped (6 or more tires)	\$61 per ton or \$3.05 per 100 lbs
	Yard Waste	\$37 per ton or \$1.85 per 100 lbs (weighing over 4 cubic yards)
	Pallets	\$30 per ton or \$1.50 per 100 lbs
	Commercial Land Clearing Debris:	
	Charge per vehicle as listed:	
	1. Pickup trucks, commercial vans	\$10
	2. Dump truck (single axle)	\$25
	3. Dump truck (double axle)	\$35
	4. Dump truck (tri-axle)	\$45
	5. Truck w/dump trailer	\$55
	6. 18-wheeler	\$80
	7. Roll-off trucks (container boxes):	

## DEPARTMENTAL FEE SCHEDULE FOR FY2015

□ Newly revised

Department	Service	Fee Amount
□ Solid Waste Management continued	*20-yard box or smaller	\$40
	*21-30 yard box	\$45
	*31-40 yard box	\$55
	8. Towed trailers:	
	*single axle	\$10
	*double axle	\$25
	<b>Designated Recyclable Materials Only</b>	No Charge
	<b>Sale of Mulch:</b>	
	Screened/Fine Compost	\$10 per pick-up truck load \$5 larger vehicle (per cubic yard)
	Red Mulch	\$60 per pick-up truck load \$30 larger vehicle (per ton)
	□ Bagged compost	\$4 per bag
	□ <b>Sale of Crushed Rock:</b>	\$14 per ton
	□ <b>Illegal Dumping/Littering:</b>	
	At Landfills (fine + special handling fee each occurrence)	
	under 500 (lbs)	
	litter on the road up to 1 bag	
	1st offense fine	\$50
	2nd offense fine	\$150
	3rd & subsequent offense(s) fine	\$500
	litter on the road up to 2-3 bags	
	1st offense fine	\$100
	2nd offense fine	\$300
	3rd & subsequent offense(s) fine	\$1,000
	litter on the road up to 4-5 bags	
	1st offense fine	\$150
	2nd offense fine	\$450
	3rd & subsequent offense(s) fine	\$1,500
	litter on the road up to 6+ bags	
	1st offense fine	\$500
	2nd offense fine	\$1,000
	3rd & subsequent offense(s) fine	\$2,000
	over 500 (lbs)	
	non-business	\$1,000
	business	\$2,500
	1st offense fine	\$100
	2nd offense fine	\$300
	3rd & subsequent offense(s) fine	\$500
	Written NOV/Citation	\$500



## DEPARTMENTAL FEE SCHEDULE FOR FY2015

□ Newly revised

Department	Service	Fee Amount
Tax Administration	Property Record Card	\$1 per cd/per building/per parcel; \$1.50 to mail
	8 1/2" x 11" map	\$1
	11" x 17" map	\$2
	17" x 22" map	\$3
	22" x 34" map	\$5
	33" x 44" map	\$7
	42" x 60"	\$10
	Greenbar printout	\$1 per page
	CD's / Tapes etc.	depends on request
	Standard data file request	\$80
	Sales data file	\$30-\$50 (depends on request)

## ADJUSTMENTS TO THE FY2015 RECOMMENDED BUDGET

		Expenditure Changes	Revenue Changes
<b>---General Fund---</b>			
<b>Recommended Budget</b>		<b>\$ 311,537,579</b>	<b>\$ 311,537,579</b>
<b>Personnel</b>	General personnel changes	49,208	
	LEO Retirement increase (.13%)	24,914	
<b>Recurring</b>	General operating changes		
	Contingency		
	Child Support - increase contract with Sheriff for security	2,673	
<b>One-Time</b>	Social Services vehicles - change (4) passenger vans to (4) hybrids	5,764	
<b>Revenue</b>	Social Services- Federal (vehicles-50%)		2,882
	Child Support - State (66%)		1,765
	Sheriff - increase in Child Support security contract		7,505
Increase in County Attorney fees for Road Closing from \$500 to \$750 (reflected in Attachment D - Fee Schedule)			
Fund balance appropriated- unassigned			70,407
<b>Total Amended General Fund Budget</b>		<b><u>\$ 311,620,138</u></b>	<b><u>\$ 311,620,138</u></b>
<b>---Detention Center Expansion Fund---</b>			
<b>Recommended Budget</b>		<b>\$ -</b>	<b>\$ -</b>
<b>Operating</b>	Rebudget to complete project closing in FY2015	15,011,566	
<b>Revenue</b>	Rebudget to complete project closing in FY2015		15,011,566
<b>Total Amended Detention Center Expansion Fund Budget</b>		<b><u>\$ 15,011,566</u></b>	<b><u>\$ 15,011,566</u></b>
<b>---Overhills Park Sewer Project Fund---</b>			
<b>Recommended Budget</b>		<b>\$ 99,500</b>	<b>\$ 99,500</b>
<b>Operating</b>	Establish initial estimated project budget	3,322,000	
<b>Revenue</b>	Establish initial estimated project budget		3,322,000
<b>Total Amended Overhills Park Sewer Project Fund Budget</b>		<b><u>\$ 3,421,500</u></b>	<b><u>\$ 3,421,500</u></b>
<b>---Prepared Food and Beverage Tax Fund---</b>			
<b>Recommended Budget</b>		<b>\$ 5,318,119</b>	<b>\$ 5,318,119</b>
<b>Operating</b>	Transfer to Crown Center Fund 620	108,999	
<b>Revenue</b>	Prepared Food and Beverage Taxes		108,999
<b>Total Amended Prepared Food and Beverage Tax Fund Budget</b>		<b><u>\$ 5,427,118</u></b>	<b><u>\$ 5,427,118</u></b>
<b>---Federal Forfeiture-Justice Fund---</b>			
<b>Recommended Budget</b>		<b>\$ 174,400</b>	<b>\$ 174,400</b>
<b>Personnel</b>	LEO Retirement increase (.13%)	160	
<b>Revenue</b>	Fund Balance Appropriated		160
<b>Total Amended Federal Forfeiture Justice Fund Budget</b>		<b><u>\$ 174,560</u></b>	<b><u>\$ 174,560</u></b>



## ADJUSTMENTS TO THE FY2015 RECOMMENDED BUDGET

		Expenditure Changes	Revenue Changes
<b>---Crown Center Fund---</b>			
<b>Recommended Budget</b>		<b>\$ 4,812,088</b>	<b>\$ 4,812,088</b>
<b>Operating</b>	Adjust Recommended Budget to Requested Budget and other minor adjustments	108,999	
<b>Revenue</b>	Transfer from Prepared Food & Beverage Tax Fund		108,999
<b>Total Amended Crown Center Fund Budget</b>		<b><u>\$ 4,921,087</u></b>	<b><u>\$ 4,921,087</u></b>
<b>---Solid Waste Fund---</b>			
<b>Recommended Budget</b>		<b>\$ 19,684,487</b>	<b>\$ 19,684,487</b>
<b>Operating</b>	Increase in Indirect Costs	66,735	
<b>Revenue</b>	Sale of Recyclable Materials		26,694
	Commercial Garbage Fees		13,347
	Fund balance appropriated		26,694
<b>Total Amended Solid Waste Fund Budget</b>		<b><u>\$ 19,751,222</u></b>	<b><u>\$ 19,751,222</u></b>

JEANNETTE M. COUNCIL  
Chairman

KENNETH S. EDGE  
Vice Chairman

CHARLES E. EVANS  
MARSHALL FAIRCLOTH  
JIMMY KEEFE  
BILLY R. KING  
EDWARD G. MELVIN



**CUMBERLAND  
★ COUNTY ★**  
NORTH CAROLINA  
**BOARD OF COMMISSIONERS**

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

ITEM NO. 7A

June 9, 2014

**June 16, 2014 Agenda Item**

TO: Board of Commissioners  
FROM: Kellie Beam, Deputy Clerk to the Board KB  
SUBJECT: Joint Appearance Commission

BACKGROUND: The Joint Appearance Commission will have one (1) upcoming vacancy on August 31, 2014:

**Sheila Wilson** – completing first term. Eligible for reappointment.

I have attached the membership list and applicant list for this commission.

**PROPOSED ACTION: Nominate individual to fill the one (1) vacancy above.**

Attachments

pc: David Nash, Planner II  
City of Fayetteville



### **Joint Appearance Commission**

The Joint Appearance Commission makes recommendations to governing bodies on appearance issues and promotes the enhancement of the appearance of the community.

**Statutory Authorization:** NCGS 160A-451

**Member Specifications:**

15 Members

- Appointed by the Board of Commissioners (4)
- Appointed by the Fayetteville City Council (4)
- And one each from the remaining municipalities in Cumberland County

**Term:** 2 Years

**Compensation:** None

**Duties:**

**Meetings:** First Monday of the month at 5:15 PM

**Meeting Location:** City Hall 1st Floor, Cape Fear Room 433 Hay Street Fayetteville, NC

JOINT APPEARANCE COMMISSION  
2-Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible for Reappointment</u>
Sheila Wilson 1839 Brawley Avenue Fayetteville, NC 28314 764-0638/551-4708	8/12	1st	Aug/14 8/31/14	Yes
(serving unexpired term; eligible for one additional term)				
Mitchell, Christopher 7357 Beaver Run Drive Fayetteville, NC 28314 229-7871 (H)/860-3333(W)	8/12	2nd	Aug/14 8/31/14	No
George Quigley 616 Blawell Circle Stedman, NC 28391 485-2980/286-5508	8/13	1st	Aug/15 8/31/15	Yes
Matthew Auman McLean 2910 Hermitage Ave Fayetteville, NC 28304 729-8358/429-2800	8/13	1 <sup>st</sup> full term	Aug/15 8/31/15	Yes

Meetings: First Monday of Month – 5:15 PM – City Hall, 1<sup>st</sup> Floor, Cape Fear Room

Contact: David Nash, Planner II – Phone: 433-1995 – Fax: 433-1776  
City of Fayetteville



**APPLICANTS FOR  
JOINT APPEARANCE COMMISSION**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>BACKGROUND</u></b>	<b><u>EDUCATIONAL</u></b>
BALDWIN, ALICE (B/F) 3218 MASTERS DRIVE HOPE MILLS, NC 28348 910-423-7012/317-1216 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED		HS AA BA-POLITICAL SCIENCE MASTERS-LIBRARY SCIENCE
BRISCOE, KEVIN ( /M) 7312 SCENIC VIEW DRIVE FAYETTEVILLE NC 28306 286-0608 / 433-6769 Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	CHAMBER EMPLOYEE FAYETTEVILLE REGIONAL CHAMBER		HS SOME COLLEGE
BRYANT, STEPHEN (W/M) 539 NOTTINGHAM DR FAYETTEVILLE, NC 28311 757-515-8787 Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	US NAVY RESERVES		HS NAVAL SCHOOLS
DAVIDSON, SERENA (W/F) 1417 VALMEAD COURT FAYETTEVILLE, NC 28312 813-713-5313/910-570-9227 Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	MANAGEMENT ANALYST US ARMY RESERVE		BS-FINANCE MBA STUDENT
FLEMING, JOE, DR REV. ( /M) 7235 RYAN ST FAYETTEVILLE, NC 28314 910-339-2608 Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED SELF-EMPLOYED		SOME COLLEGE

**APPLICANTS FOR  
JOINT APPEARANCE COMMISSION /Page 2**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
<b>RAY, LATARA (B/F)</b> 5823 NESSEE ST FAYETTEVILLE NC 28314 910-587-7795	<b>REGISTRAR'S OFFICE</b> FSU	MA-BUSINESS BA-SOCIOLOGY
<b>*SERVES ON THE ADULT CARE HOME COMMUNITY COMMITTEE*</b> Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: Yes Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No		
<b>SAULNIER, STEVEN MICHAEL (W/M)</b> 117 GRANDE OAKS DRIVE UNIT 6 FAYETTEVILLE NC 28314 910-639-0602 / 907-1186	<b>ASSISTANT PROJECT MANAGER</b> CHIMES D.C.	BS – BUSINESS ADMIN
Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No		
<b>THOMPSON, JOHN (B/M)</b> 8533 CLIFFDALE RD FAYETTEVILLE NC 28314 864-1043	<b>SELF EMPLOYED</b> RETIRED MILITARY	BA-SOCIOLOGY
Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO		
<b>WATTS, MELISSA (W/F)</b> 3503 MANORBRIDGE COURT FAYETTEVILLE, NC 28306 520-678-7250/570-9133	<b>ANALYST</b> US ARMY	BS-OCCUPATIONAL EDUC MASTERS-PUBLIC ADMIN.
Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO		
<b>WOODALL, AL II (B/M)</b> 732 GALLOWAY DRIVE FAYETTEVILLE, NC 28303 910-864-4064	<b>RETIRED</b> US ARMY	AVIATION MANAGEMENT DEGREE
Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO		



JEANNETTE M. COUNCIL  
Chairman

KENNETH S. EDGE  
Vice Chairman

CHARLES E. EVANS  
MARSHALL FAIRCLOTH  
JIMMY KEEFE  
BILLY R. KING  
EDWARD G. MELVIN



**CUMBERLAND  
★ COUNTY ★**  
NORTH CAROLINA

**BOARD OF COMMISSIONERS**

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

ITEM NO. 8A

June 4, 2014

**June 16, 2014 Agenda Item**

TO: Board of Commissioners

FROM: Kellie Beam, Deputy Clerk to the Board KB

SUBJECT: Cumberland County Juvenile Crime Prevention Council (JCPC)

BACKGROUND: On June 2, 2014, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Juvenile Crime Prevention Council:

United Way or Non-Profit:  
**Linda Blanton** (reappointment)

I have attached the current membership list for this council.

**PROPOSED ACTION:** Appoint individual to fill the one (1) vacancy above.

Attachment

pc: Mark Stang, Cumberland County Communicare

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>				
Bruce Morrison Cumberland County Schools P.O. Box 2357 Fayetteville, North Carolina 28302 Phone: 678-2495	1/12			
<u>Chief of Police or designee</u>				
Lt. Timothy Tew Fayetteville Police Department 467 Hay Street Phone: 433-1910	7/13			
<u>Local Sheriff or designee</u>				
Matthew Hurley Cumberland County Sheriff's Office 131 Dick Street Fayetteville, North Carolina 28301 Phone: 677-5474	9/11			
<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>				
Tina Higgs Cumberland County Mental Health Center P.O. Box 3069 Fayetteville, North Carolina 28302 Phone: 323-0510	04/14			



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>
<u>Director of Social Services or designee</u>				
Melakne Simpson	10/13			
Cumberland County Department of Social Services				
P.O. Box 2429				
Fayetteville, North Carolina 28302-2429				
Phone: 677-2061				
 <u>County Manager or designee</u>				
James Lawson, Assis. Co. Mgr.	02/11			
Cumberland County Courthouse				
P.O. Box 1829				
Fayetteville, North Carolina 28302-1829				
Phone: 678-7726				
 <u>Chief District Judge or designee</u>				
Judge Ed Pone	1/99			
P.O. Box 363				
Fayetteville, North Carolina 28302				
Phone: 678-2901				
 <u>Health Director or designee</u>				
Archie Malloy	3/06			
Jail Health Administrator				
205 Gillespie Street				
Fayetteville, North Carolina 28301				
Phone: 672-5723				
 <u>Parks and Recreation Representative</u>				
Melvin Lindsay	2/05			
City of Fayetteville				
Parks and Recreation Dept.				
433 Hay Street				
Fayetteville, North Carolina 28301				
Phone: 433-1547				
 <u>County Commissioner</u>				
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>				
Robin Black TASC 412 West Russell Street Fayetteville, NC 28302-3069 321-6792	8/12	2nd	Aug/14 8/31/14	No
<u>Member of Faith Community</u>				
Shawn Withy-Allen Manna Church 5117 Cliffdale Road Fayetteville, NC 28314 910-867-9151	10/12	1st	Oct/14 10/31/14	Yes
<u>Person Under Age 21</u>				
VACANT (vacated by J. Hassell)	01/11	1 <sup>st</sup> full term	Feb/13 2/28/13	Yes
<u>Juvenile Defense Attorney</u>				
Sarita Mallard 4508 Weaverhall Drive (PO Box 182-28302) Fayetteville, NC 28314 257-0847(Cell)/485-2201	8/12	2nd	Aug/14 8/31/14	No
<u>Member of Business Community</u>				
La-Lisa Hewett-Robinson S. Regional Area Health Education Ctr. 1601 Owen Drive Fayetteville, NC 28304 678-7293	8/12	2nd	Aug/14 8/31/14	No
<u>United Way or Non-Profit</u>				
Linda Blanton 5753 Bear Creek Cir Fayetteville, NC 28304 (serving unexpired term; eligible for two additional two year terms) 574-6522/826-3109	8/12	1 <sup>st</sup>	Aug/14 8/31/14	Yes
<u>At Large Representatives</u>				
Detective Melton Brown 300 Ruth Street Spring Lake, NC 28390 436-7167	8/13	1st	Aug/15 8/31/15	Yes



Cumberland County Juvenile Crime Prevention Council, Page 4

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Tyra Cohen 6509 Brookstone Lane Fayetteville, NC 28314 257-9979	8/13	1st	Oct/14 10/31/14	Yes
	(serving unexpired term; eligible for one additional term)			
Kay Stuertz 112 Devane Street Fayetteville, NC 28305 433-2877	8/13	1st	Aug/15 8/31/15	Yes
Sonya Thompson 410 Ray Street Fayetteville, NC 28301 323-3421 x 2123	8/13	1st	Aug/15 8/31/15	Yes
Margarita Dostall Cumberland County Board of Education 2465 Gillespie Street Fayetteville, NC 28306 484-1176	8/12	2nd	Aug/14 8/31/14	No
Stephanie Glover 3801 Chadbourne Drive Fayetteville, NC 28312 263-0494/907-5755	10/13	2nd	Oct/15 10/31/15	No
Latoya Gordon Fayetteville Police Department 467 Hay Street Fayetteville, NC 28301 910-433-1033	10/12	1st	Oct/14 10/31/14	Yes

Non-Voting Member

Ronald Tillman  
DJJDP Regional Consultant  
100 Dillion Drive  
Butner, North Carolina 27509  
Phone: 919-575-3166 (W)

Meetings: Second Wednesday of each month at 8:00 AM. CC CommuniCare Conference Room – 226  
Bradford Ave, Fayetteville NC 28301

Contact: Cumberland County Communicare – Phone: 222-6172 Fax: 485-4752

JEANNETTE M. COUNCIL  
Chairman

KENNETH S. EDGE  
Vice Chairman

CHARLES E. EVANS  
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JIMMY KEEFE  
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EDWARD G. MELVIN



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA  
**BOARD OF COMMISSIONERS**

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

ITEM NO. 8B

June 9, 2014

**June 16, 2014 Agenda Item**

TO: Board of Commissioners  
FROM: Kellie Beam, Deputy Clerk to the Board *KB*  
SUBJECT: Parks and Recreation Advisory Board

BACKGROUND: On June 2, 2014, the Board of Commissioners nominated the following individuals to fill two (2) vacancies on the Parks and Recreation Advisory Board:

**Scott Pope** (new appointment)  
**Ashley Hankins** (new appointment)

I have attached the current membership list for this board.

**PROPOSED ACTION:** Appoint individuals to fill the two (2) vacancies above.

Attachment

pc: Michael Gibson, Parks and Recreation Director  
City of Fayetteville



PARKS AND RECREATION ADVISORY BOARD  
3 Year Terms  
(Terms were initially 2 and 3 years)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Steven Harper (B/M) 5707 Bashford Court Fayetteville, NC 28304 910-425-9643	6/13	1st	June/16 6/30/16	Yes
Henry J. Bowden (W/M) 1470 Dunn Road Fayetteville, NC 28312 433-5671/483-5117 (W)	6/13	2nd	June/16 6/30/16	No
Elvin McNeill (B/M) 3484 Thorndike Drive Fayetteville, NC 28304 423-7027	6/13	2nd	June/16 6/30/16	No
Marsha Fogle (W/F) PO Box 278 Stedman, NC 28391 483-9579	6/13	2nd	June/16 6/30/16	No
William McNeill (B/M) 702 Deep Creek Road Fayetteville, NC 28312 483-2402	6/13	1st	June/16 6/30/16	Yes
John D. Pone, Sr. (B/M) 2802 Blossom Road Hope Mills, NC 28348 323-0007/483-4043 & 484-3717(W)	6/11	3rd	June/14 6/30/14	No
Dean H. Smelcer, Jr. (W/M) 3209 Boone Trail Fayetteville, NC 28306 424-3423/425-1769(W)	6/11	3rd	June/14 6/30/14	No

Commissioner Liaison: Commissioner Charles Evans

Meetings: 1st Tuesday of every month at 5:45 PM – Parks and Recreation Admin Bldg. 121 Lamon Street  
Contact: Michael Gibson/Adrianna Thomas, City of Fayetteville, Phone 433-1547, Fax 433-1762

*\*\*At their meeting on June 20, 2011 the BOC waived their policy and reappointed (Cain, Goetke, Pone and Smelcer) to additional 2 or 3 year terms.*

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**OVERHILLS PARK WATER & SEWER DISTRICT GOVERNING BOARD AGENDA**  
**COURTHOUSE – ROOM 118**  
**JUNE 16, 2014**  
**6:45 PM**

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1. Consent Agenda
  - A. Approval of Agenda.
  - B. Approval of minutes of April 14, 2014 Special Meeting.
  - C. Approval of Engineering Agreement with McGill Associates, P.A. for the Overhills Sewer Project. **(Pg. 220)**

**ADJOURN THE SPECIAL MEETING OF THE OVERHILLS PARK WATER & SEWER DISTRICT GOVERNING BOARD.**

**RECESS THE BOARD OF COMMISSIONERS' MEETING.**

**ADJOURN**

**THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE – [WWW.CO.CUMBERLAND.NC.US](http://WWW.CO.CUMBERLAND.NC.US). LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.**

**THE MEETING WILL ALSO BE BROADCAST LIVE ON FAYETTEVILLE/ CUMBERLAND EDUCATIONAL TV (FCETV) TIME WARNER CABLE CHANNEL 5 AND 97-3 ON THE DIGITAL TIER. IT WILL BE REBROADCAST ON TUESDAY, JUNE 17, 2014 AT 7:30 P.M.**





ITEM NO. 1C  
OVERHILLS AGENDA

ENGINEERING & INFRASTRUCTURE DEPARTMENT  
PUBLIC UTILITIES DIVISION

**MEMORANDUM FOR CUMBERLAND COUNTY BOARD OF COMMISSIONERS ACTING  
AS OVERHILLS PARK WATER AND SEWER DISTRICT GOVERNING BOARD  
MEETING AGENDA OF JUNE 16, 2014**

TO: OVERHILLS PARK WATER & SEWER DISTRICT GOVERNING BOARD

FROM: JEFFERY P. BROWN, ENGINEERING & INFRASTRUCTURE DIRECTOR

THROUGH: AMY H. CANNON, INTERIM COUNTY MANAGER

DATE: JUNE 6, 2014

SUBJECT: APPROVAL OF ENGINEERING AGREEMENT WITH MCGILL  
ASSOCIATES, P.A. FOR THE OVERHILLS SEWER PROJECT

**BACKGROUND**

As you are aware the Overhills Park Water and Sewer District has received notification from the USDA Rural Development of their intent to fund the installation of sewer within the District. The application may be completed on the basis of a Rural Utilities Service (RUS) loan not to exceed \$819,000, a RUS grant not to exceed \$2,503,000 and a contribution from Cumberland County of \$50,700 for a total project cost of \$3,372,700. The next step in moving forward with the application is to have an agreement in place with McGill Associates, P.A., the consulting engineer for the design, bidding, and construction oversight of the wastewater collection system. McGill Associates, P.A. has previously completed the Preliminary Engineering and Environmental Reports for the project.

**RECOMMENDATION**

The Engineering and Infrastructure Director and Management recommend that the Overhills Park Water and Sewer District Governing Board:

1. Approve the Engineering Agreement with McGill Associates, P.A. for the Overhills Park Water and Sewer Project.
2. Approve the attached budget revisions to establish an initial project budget for the Overhills Park Water and Sewer Project.

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B14-397
Date Received	6/4/2014
Date Completed	

Fund No. 023 Agency No. 450 Organ. No. 450N

Organization Name: Overhills Park Sewer Project

ITEM NO. 2P(6)

**REVENUE**

*pg 1 of 2*

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4008	USDA Grant	0	2,503,000	2,503,000
9110	Transfer from General Fund (Water & Sewer)	99,500	0	99,500
9296	Bond Anticipation Notes	0	819,000	819,000
Total		99,500	3,322,000	3,421,500

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3110	TEA	Legal Fees	0	15,000	15,000
3630	TEA	Capital Outlay Land & Easements	0	12,549	12,549
3747	TEA	Engineering	99,500	203,500	303,000
3791	TEA	Construction	0	2,738,319	2,738,319
3809	TEB	Capitlized Interest	0	30,000	30,000
3903	TEA	Project Contingency	0	273,832	273,832
3880	TEC	Transfer to General Fund (Water & Sewer)	0	48,800	48,800
Total			99,500	3,322,000	3,421,500

**Justification:**

To establish an initial estimated project budget for the Overhills Park Sewer Project as shown in the USDA Rural Development Letter of Conditions dated April 14, 2014. The project will be funded by a loan in the amount of \$819,000, a USDA Grant in the amount of \$2,503,000 and a contribution from the County in the amount of \$50,700. The County previously transferred \$99,500 from the County Water and Sewer organization to provide "seed money" for the project. This transfer exceeds the required County contribution by \$48,800 and the excess will be transferred back to the County Water & Sewer organization

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

**Fund Balance:**

Submitted By: [Signature]  
Department Head

Date: 6/9/14

Reviewed By: [Signature]  
Finance Department

Date: 6/9/14

Reviewed By: \_\_\_\_\_  
Deputy / Asst County Mgr

Date: \_\_\_\_\_

**Approved By:**

County Manager

Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B14-397A
Date Received	6/4/2014
Date Completed	

Fund No. 101 Agency No. 450 Organ. No. 4590

Organization Name: County Water and Sewer

**REVENUE**

*pg 2 of 2*

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
New 9909	Transfer from Fund 023 (Overhills Park Sewer) Water & Sewer Fund Balance Appropriated	0 500,000	48,800 (48,800)	48,800 451,200
Total		500,000	0	500,000

**EXPENDITURES**

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

**Justification:**

In FY 2013, the County transferred \$99,500 from the County Water and Sewer organization to provide "seed money" for the Overhills Park Sewer Project. As it turns out, following approval of the funding and scope of the project, this transfer exceeds the required County contribution by \$48,800 and the excess will be transferred back to the County Water & Sewer organization.

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

Submitted By: [Signature]  
Department Head

Date: 6/6/14

Reviewed By: Bob Tucker  
Finance Department

Date: 6/9/14

Reviewed By: \_\_\_\_\_  
Deputy / Asst County Mgr

Date: \_\_\_\_\_

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