

CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
MONDAY, AUGUST 4, 2014 – 9:00 AM  
117 DICK STREET, 1<sup>ST</sup> FLOOR, ROOM 118  
REGULAR MEETING  
MINUTES

PRESENT: Commissioner Jeannette Council, Chair  
Commissioner Kenneth Edge, Vice Chair  
Commissioner Charles Evans  
Commissioner Marshall Faircloth  
Commissioner Jimmy Keefe  
Commissioner Billy King  
Commissioner Ed Melvin  
Amy Cannon, County Manager  
James Lawson, Deputy County Manager  
Melissa Cardinali, Assistant County Manager  
Rick Moorefield, County Attorney  
Sally Shutt, Government Affairs Officer  
Jeffrey Brown, Engineering and Infrastructure Director  
Vicki Evans, Accounting Manager  
Russ Rogerson, Economic Development Alliance Executive Vice President  
Tim Richardson, Economic Development Alliance Board Chairman  
Candice H. White, Clerk to the Board  
Kellie Beam, Deputy Clerk to the Board  
Press

Chairman Council called the meeting to order.

INVOCATION AND PLEDGE OF ALLEGIANCE –Commissioner Charles Evans provided the invocation followed by the Pledge of Allegiance to the American Flag.

Recognition of Chairman Jeannette Council on her recent election as President of the Women of NACo (WON) of the National Association of Counties (NACo)

Commissioner Edge recognized Commissioner Jeannette Council who was elected to serve as the President of the Women of NACo Leadership Network, or WON, during the National Association of Counties’ conference held July 11-14 in New Orleans, Louisiana. Commissioner Edge stated Commissioner Council served as president-elect of the Women of NACo last year and is a past secretary.

Commissioner Edge stated WON is comprised of elected and appointed women county officials and affiliate members. WON is a Caucus Affiliate of NACo and was established in 1975 to improve the effectiveness of women officials both at home and within NACo by offering a network of support, encouragement, experience and unity.

Commissioner Edge also stated WON serves as a communications network and issues forum for women county officials and offers them the best possible opportunity to further their participation in NACo and their efforts to be effective leaders in all areas of the political process.

Recognition of Vice Chairman Kenneth Edge on his reappointment to the NACo Finance Committee

Chairman Council recognized Commissioner Kenneth Edge for his reappointment to serve on the National Association of Counties’ Finance Committee during NACo’s annual conference held July 11-14 in New Orleans, LA.

Chairman Council stated NACo’s Finance Committee advises Officers on the annual budget of the association before it is presented to the Board of Directors and provides oversight on other financial issues as directed by the Officers. Chairman Council stated Commissioner Edge has also served on the National Association of Counties’ Health and Human Services Steering Committee.

Recognition of Commissioner Jimmy Keefe on being appointed to serve as a member of the State Community Corrections Advisory Board

Chairman Council recognized Commissioner Jimmy Keefe for his appointment to serve as a member of the North Carolina Community Corrections Advisory Board representing urban county commissioners. Keefe was appointed on July 16 by N.C. Senate Pro Tem Phil Berger.

Chairman Council stated the Community Corrections Advisory Board is responsible for reviewing criteria for monitoring and evaluating community-based corrections programs, recommending priorities, reviewing program standards and reviewing evaluations of programs.

Recognition of Kenny Bailey, Horticulture Agent with the Cumberland County Cooperative Extension, on receiving the 2014 Outstanding Extension Staff Award from the NC Extension Master Gardener Volunteer Association

Commissioner Keefe recognized Cumberland County Cooperative Extension Horticulture Agent Kenny Bailey who received the 2014 Outstanding Extension Staff Award from the N.C. Extension Master Gardener Volunteer Association during the group's conference May 5-7 in Winston-Salem. Commissioner Keefe stated Bailey, who was nominated by the Cumberland County Master Gardener Volunteers, has been with Cooperative Extension for 20 years. Commissioner Keefe also stated Mr. Bailey manages the county's Master Gardener Volunteer program and is also a Master Beekeeper instructor.

Recognition of Brenda Reid Jackson, Director of Department of Social Services, on her nomination to represent North Carolina on the board of National Association of County Human Services Administrators

Commissioner Melvin recognized Social Services Director Brenda Reid Jackson who was nominated to represent North Carolina on the board of the National Association of County Human Services Administrators. Her duties will include participating in the National Association of Counties' March conference in Washington D.C. and the NACo annual conference in July. Commissioner Melvin stated Ms. Jackson will also participate in monthly conference calls and respond to requests to contact members of Congress on priority human services legislation. Commissioner Melvin stated Ms. Jackson is a native of Farmville, N.C. and has been Cumberland County's DSS director since 2008.

Recognition of Bobby Redding, Attorney with the Department of Social Services, on being named the North Carolina Guardianship Association's Hero in Guardianship

Commissioner Melvin recognized Department of Social Services Managing Attorney Bobbie Redding who was named the North Carolina Guardianship Association's Hero in Guardianship. Ms. Redding has been specializing in Adult Services at DSS since 1988. Commissioner Melvin stated Ms. Redding manages a DSS legal team of five attorneys, six paralegals and two legal assistants. The legal team specializes in child protective services, adult protective services and guardianship.

Commissioner Melvin also stated Ms. Redding is co-leader of the Cumberland County Guardianship Coalition. As a member of the NCGA Board of Directors, she participated in the N.C. Division of Health and Human Services/Division of Aging and Adult Services 2013 Guardianship Workgroup. In January, she participated as a panel member representing DSS attorneys on Public Guardianship at the UNC School of Government, Incompetency and Adult Guardianship for Clerks Conference sponsored by the North Carolina Judicial College. Commissioner Melvin stated Ms. Redding was nominated by DSS Director Brenda Reid Jackson.

Amy Cannon, County Manager, requested an addition to the agenda as Item 8.B. a Closed Session for Attorney/Client Matter(s) pursuant to NCGS 143-318.11(a)(3).

MOTION: Commissioner Melvin moved to add to the agenda as Item 8.B. a Closed Session for Attorney/Client Matter(s) pursuant to NCGS 143-318.11(a)(3).  
SECOND: Commissioner Faircloth  
VOTE: UNANIMOUS (7-0)

1. Approval of Agenda

MOTION: Commissioner King moved to approve the agenda as amended.  
SECOND: Commissioner Faircloth  
VOTE: UNANIMOUS (7-0)

2. Consent Agenda

- A. Approval of minutes for the June 9, 2014 special meeting for Closed Session for Personnel Matters and the FY 2015 Budget Public Hearing, the June 10, 2014 special meeting for Department Head Appeals and Budget Work Session, the June 16, 2014 regular meeting and the July 7, 2014 special meeting for Consideration of Resolution and Continued Legislative Partnership
- B. Approval of Tax Collector's Preliminary Report and Proposed Annual Settlement for FY14

BACKGROUND: North Carolina General Statutes, Section 105-373 requires the Tax Collector of Cumberland County after the 1<sup>st</sup> day of July of each year to render a preliminary report to the Board of County Commissioners concerning persons whose tax liabilities remain unpaid and to propose an annual settlement of taxes charged to him for collection for the past year. The Tax Collector has submitted such preliminary report and proposed settlement. The preliminary report consists of (i) a list of persons owning real property whose taxes for the tax year of 2013-2014 remain unpaid, (ii) a list of the persons not owning real property whose taxes for the year 2013-2014 remain unpaid (the proposed insolvent list), and (iii) a statement under oath by the Tax Collector that he has made diligent efforts to collect such taxes. The proposed settlement consists of the amounts of taxes with which the Tax Collector has been charged for the year and the amounts of credits against such charges, the real and personal property tax balance is charged to the forthcoming tax year.

RECOMMENDATIONS/PROPOSED ACTION: The statute requires the Board to review the preliminary report, determine the insolvent list to be entered into the minutes, credit the Tax Collector with the insolvent list and make a settlement, i.e., approve or correct the proposed settlement. The Legal Department has reviewed for legal sufficiency. Proposed action is that the Board adopts the resolution as recorded below.

**RESOLUTION ACCEPTING PRELIMINARY REPORT  
OF THE TAX COLLECTOR, CREDITING THE INSOLVENT LIST,  
AND APPROVING PROPOSED ANNUAL SETTLEMENT**

Whereas, North Carolina General Statutes, Section 105-373, requires the Tax Collector of Cumberland County after the 1<sup>st</sup> day of July of each year to render a preliminary report to the Board of County Commissioners concerning persons whose tax liabilities remain unpaid and to propose an annual settlement of taxes charged to the Tax Collector for collection for the past ten years; and

Whereas, the Tax Collector has submitted such preliminary report and proposed settlement.

Now therefore, the Board of Commissioners of Cumberland County hereby resolves:

- 1. That the preliminary report of the Tax Collector of Cumberland County, consisting of (i) a list of persons owning real property whose taxes for the preceding fiscal year 2013- 2014 remain unpaid and the principal amount owned by each person; (ii) a list of the persons not owning or who have not listed real property whose taxes for the preceding fiscal tax year 2013 – 2014 remain unpaid and the principal amount owned by each person

(the proposed insolvent list) and (iii) a statement under oath by the Tax Collector that he has made diligent efforts to collect such taxes, be and it hereby is, accepted;

2. That the Board hereby finds that the persons in the list of those that do not own or have not listed real property are insolvent as that term is used in G.S. 105-373, directs that the list of such person be entered into the minutes of the meeting of the Board as the insolvent list, and further directs that the amounts in such list be, and hereby are, credited to the Tax Collector in his annual settlement;

3. That the proposed settlement of the Tax Collector, appended hereto, for taxes in his hands for collection for the fiscal tax year 2013 - 2014, be and it hereby is, approved and that he be, and thereby is, charged with the amounts set forth in the settlement under the heading “Charges” and credited with the amounts set forth in the settlement under the heading “Credits”.

Summary of 2003 Real/Personal & Vehicles Taxes to be Barred

	<u>Vehicles</u>	<u>Personal</u>	<u>Real</u>	<u>Public Service</u>	<u>Fees</u>	<u>Total</u>
County	406,512.58	191,624.93	13,891.12	-	5,556.46	617,585.09
County Pets	-	-	-	-	-	-
Fayetteville	125,513.07	31,766.78	2,070.49	-	-	159,350.34
Revit	14.82	13.72	-	-	-	28.54
Fayetteville Vehicle Fee	19,367.59	-	-	-	-	19,367.59
Hope Mills	6,289.68	687.70	-	-	-	6,977.38
Hope Mills Vehicle Fee	1,425.00	-	-	-	-	1,425.00
Hope Mills Pets	-	-	-	-	161.00	161.00
Spring Lake	10,586.57	973.67	-	-	-	11,560.24
Stedman	455.52	30.79	-	-	-	486.31
Stedman Vehicle Fee	115.00	-	-	-	-	115.00
Godwin	49.49	-	-	-	-	49.49
Wade	168.71	4.62	8.81	-	-	182.14
Falcon	27.58	7.64	-	-	-	35.22
Linden	45.79	-	-	-	-	45.79
Eastover	-	-	-	-	-	-
Solid Waste User Fee	-	-	-	-	1,456.60	1,456.60
Storm Water Fee	-	-	-	-	412.15	412.15
Advertising Fee	-	-	-	-	875.66	875.66
Total	<u>570,571.40</u>	<u>225,109.85</u>	<u>15,970.42</u>	<u>-</u>	<u>8,461.87</u>	<u>820,113.54</u>
TA500 MR VEHICLES	570,571.40					
TA500 MR CC	249,542.14					
TA500 MR PS	<u>0.00</u>					
	820,113.54					

**COUNTY SETTLEMENT**  
**JUNE 30, 2014**

**Charge:**

Real and Personal Charge 2013	\$ 160,411,622.28
Vehicles Charge 2013	\$ 10,288,304.26
Added Charge Real & Personal 2013	\$ 13,403,389.61
Added Charge Vehicles 2013	\$ 43,417.51
Solid Waste 2013	\$ 4,914,144.00
Added Solid Waste 2013	\$ 1,296.00
Total Tax Interest	\$ 1,019,899.02
Added Charge Advertising Cost 2013	\$ 36,288.50
County Demolition Fee	\$ 33,196.75
Interest Collected County Demolition	\$ 3,220.69
Certified Mail Fee Collected	\$ 4,912.90
Garnishment Fee Collected	\$ 235,833.13
Return Check Processing Fee Collected	\$ -
Worthless Check Penalty Collected	\$ 19,727.77
Legal Fees	\$ 24,250.38
Prepared Food & Beverage Tax Collected	\$ 5,797,277.12
Prepared Food & Beverage Tax Collected Interest & Penalty	\$ 53,302.52
Room Occupancy Tax Collected	\$ 4,999,016.69
Room Occupancy Tax Collected Interest & Penalty	\$ 79,305.31
County Gross Receipts Vehicle Tax Current Year	\$ 542,952.47
County Gross Receipts Vehicle Tax Interest & Penalty	\$ -
County Heavy Equipment Rentals	\$ 217,062.69
County Heavy Equipment Rentals Interest	\$ 18,077.47
Windridge Water Extension Project	\$ 275.58
Windridge Water Extension Project Interest	\$ 24.42
Lake Upchurch Dam Assessment	\$ 179,393.87
Lake Upchurch Dam Assessment Interest	\$ 30,049.79
Brooklyn Circle Water Extension Assessment	\$ 7,150.43
Brooklyn Circle Water Extension Assessment Interest	\$ 1,699.66
Cedar Creek Rd Water Extension	\$ 4,689.34
Cedar Creek Rd Water Extension Interest	\$ 1,279.69
Adjustment - Advertising Beginning Balance Booked	\$ 57,301.41
	<u>\$ 202,428,361.26</u>

**Credits:**

Deposit with Finance	<u>\$ 185,759,349.06</u>
Advertising Cost Deposited with Finance	<u>\$ 33,338.90</u>
Interest Deposited with Finance	<u>\$ 1,206,858.57</u>
Real & Personal Releases Allowed	<u>\$ 11,902,700.16</u>
Vehicles Releases Allowed	<u>\$ 767,582.45</u>
Solid Waste Releases Allowed	<u>\$ 1,392.00</u>
Total Discount Allowed	<u>\$ -</u>
Real & Personal Balance	<u>\$ 1,426,535.93</u>
Advertising Cost Balance	<u>\$ 60,251.01</u>
Vehicle Balance	<u>\$ 1,190,545.91</u>
Solid Waste Balance	<u>\$ 79,807.27</u>
Adjustment	<u>\$ -</u>
	<u>\$ 202,428,361.26</u>

**Charge:**

Real & Personal Balance 2012	<u>\$ 1,554,675.02</u>
Vehicle Balance 2012	<u>\$ 3,062,862.13</u>
Solid Waste Balance 2012	<u>\$ 79,841.99</u>
County Gross Receipts Vehicle Tax 1st Year Prior 2012	<u>\$ -</u>

Prepared Food & Beverage Tax All Prior	\$ 46,474.31
Room Occupancy Tax Collected All Prior	\$ 47,121.36
Real & Personal Balance 2011	\$ 456,851.97
Vehicle Balance 2011	\$ 620,488.76
Solid Waste Balance 2011	\$ 21,679.01
Real & Personal Balance 2010 & Prior	\$ 1,392,142.20
Vehicle Balance 2010 & Prior	\$ 3,560,634.27
Solid Waste Balance 2010 & Prior	\$ 27,996.66
2002 & Prior Taxes Collected After Being Barred	\$ 6,409.64
	\$ 10,877,177.32
Credits:	
Real & Personal Collected 2012	\$ 1,073,704.42
Vehicles Collected 2012	\$ 2,041,546.51
Solid Waste Collected 2012	\$ 58,342.04
County Gross Receipts Vehicle Tax 1st Year Prior 2012	\$ -
Prepared Food & Beverage Tax All Prior	\$ 46,474.31
Room Occupancy Tax Collected All Prior	\$ 47,121.36
Real & Personal Collected 2011	\$ 191,690.36
Vehicles Collected 2011	\$ 72,749.42
Solid Waste Collected 2011	\$ 11,112.73
Real & Personal Collected 2010 & Prior	\$ 134,445.75
Vehicles Collected 2010 & Prior	\$ 110,836.18
Solid Waste Collected 2010 & Prior	\$ 6,892.32
Real & Personal Releases Allowed 2012	\$ 5,400.08
Vehicle Releases Allowed 2012	\$ 272,833.25
Solid Waste Releases Allowed 2012	\$ 96.00
Real & Personal Releases Allowed 2011	\$ 3,145.74
Vehicle Releases Allowed 2011	\$ 25,120.03
Solid Waste Releases Allowed 2011	\$ -
Real & Personal Releases Allowed 2010 & Prior	\$ 4,326.55
Vehicle Releases Allowed 2010 & Prior	\$ 30,363.43
Solid Waste Releases Allowed 2010 & Prior	\$ -
2002 & Prior Taxes Collected After Being Barred	\$ 6,409.64
	\$ 4,142,610.12
Taxes Barred by Statute: 2003	
Real Property	\$ 13,891.12
Personal	\$ 197,181.39
Vehicles	\$ 406,512.58
Public Service	\$ -
Solid Waste Fees	\$ 1,456.60
Advertising	\$ 875.66
Credit for Five Year & Prior Insolvents	\$ -
	\$ 619,917.35
Balance Prior Years Taxes:	
Real & Personal Balance 2012	\$ 475,570.52
Vehicles Balance 2012	\$ 748,482.37
Solid Waste Balance 2012	\$ 21,403.95
Real & Personal Balance 2011	\$ 262,015.87
Vehicles Balance 2011	\$ 522,619.31
Solid Waste Balance 2011	\$ 10,566.28

Real & Personal Balance 2010 & Prior	<u>\$ 1,041,421.73</u>
Vehicles Balance 2010 & Prior	<u>\$ 3,012,922.08</u>
Solid Waste Balance 2010 & Prior	<u>\$ 19,647.74</u>
	<u>\$ 6,114,649.85</u>
TOTAL CREDITS:	<u>\$ 10,877,177.32</u>

C. Approval of FY15 Tax Charge to the Tax Collector

BACKGROUND:

In accordance with NCGS 105-321(b), before delivering the tax receipts to the Tax Collector in any year, the Board of County Commissioners shall adopt and enter into its minutes an order directing the Tax Collector to collect the taxes charged in the tax records and receipts.

RECOMMENDATIONS/PROPOSED ACTION:

A copy of the order must be delivered to the Collector at the time the tax receipts are delivered to him. Proposed action is that the Board approves the levy and charges the Collector with the responsibility to collect the taxes.

State of North Carolina

County of Cumberland and all Municipalities through Inter-Local Agreement

To the Tax Collector of the County of Cumberland and Municipalities through Inter-Local Agreement

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of Tax Administration and in the tax receipts herewith delivered to you, in the amounts and from taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Cumberland and Municipalities through Inter-Local Agreement, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 4th day of August, 2014.

AUTHORITY	CC LEVY	LATE LIST	PUBLIC SERVICE	PUBLIC SERVICE LATE LIST	CC LEVY & PUBLIC SERVICE LEVY	TOTAL CC LEVY, PS LEVY & LATE LIST
BEAVER DAM	114,885.61	102.53	-	-	114,885.61	114,988.14
BETHANY	181,524.18	138.15	-	-	181,524.18	181,662.33
BONNIE DOONE	3,060.62	-	-	-	3,060.62	3,060.62
COTTON	731,057.66	717.44	-	-	731,057.66	731,775.10
CUMBERLAND RD FD	442,936.05	5,357.64	-	-	442,936.05	448,293.69
EASTOVER FIRE	159,033.52	66.94	-	-	159,033.52	159,100.46
GODWIN-FALCON FIRE	66,734.61	99.03	-	-	66,734.61	66,833.64
GRAYS CREEK	626,061.38	449.84	-	-	626,061.38	626,511.22
LAFAYETTE VILLAGE	11.86	-	-	-	11.86	11.86
LAKE RIM	6,307.10	2.92	-	-	6,307.10	6,310.02
MANCHESTER	72,373.50	78.34	-	-	72,373.50	72,451.84
PEARCE'S MILL	695,800.74	731.12	-	-	695,800.74	696,531.86
SPECIAL FIRE	740,412.71	1,142.94	-	-	740,412.71	741,555.65
STEDMAN FIRE	116,313.66	70.42	-	-	116,313.66	116,384.08
STONEY POINT	821,488.26	321.76	-	-	821,488.26	821,810.02
VANDER FIRE	751,198.35	565.10	-	-	751,198.35	751,763.45
WADE FIRE			-	-		

	73,803.17	125.66			73,803.17	73,928.83
WESTAREA FIRE	873,793.58	238.78	-	-	873,793.58	874,032.36
WESTAREA STATION 10	186,604.82	84.59	-	-	186,604.82	186,689.41
FIRE DIST SUBTOTAL	6,663,401.38	10,293.20	-	-	6,663,401.38	6,673,694.58
EASTOVER	531,058.33	383.09	-	-	531,058.33	531,441.42
EASTOVER-VANDER	14,674.30	4.66	-	-	14,674.30	14,678.96
FALCON	19,829.58	33.46	-	-	19,829.58	19,863.04
FAYETTEVILLE	60,681,330.47	29,878.42	-	-	60,681,330.47	60,711,208.89
STORM WATER	2,215,839.00	-	-	-	2,215,839.00	2,215,839.00
FAYET STORM WATER	3,988,510.20	-	-	-	3,988,510.20	3,988,510.20
FAYET SOLID WASTE	2,433,960.00	-	-	-	2,433,960.00	2,433,960.00
REVITALIZATION	123,040.54	154.99	-	-	123,040.54	123,195.53
GODWIN	15,050.53	10.99	-	-	15,050.53	15,061.52
HOPE MILLS TOWN	4,529,595.40	2,378.04	-	-	4,529,595.40	4,531,973.44
HOPE MILLS REFUSE	1,114,560.00	-	-	-	1,114,560.00	1,114,560.00
HOPE MILLS STORM WATER	659,856.00	-	-	-	659,856.00	659,856.00
LINDEN TOWN	14,812.29	1.34	-	-	14,812.29	14,813.63
SPRING LAKE	2,930,550.20	771.29	-	-	2,930,550.20	2,931,321.49
SPRING LAKE REFUSE	580,186.00	-	-	-	580,186.00	580,186.00
SL STORM WATER	276,831.00	-	-	-	276,831.00	276,831.00
STEDMAN TOWN	264,399.48	68.84	-	-	264,399.48	264,468.32
WADE TOWN	80,739.54	66.08	-	-	80,739.54	80,805.62
CITY SUB-TOTALS	80,474,822.86	33,751.20	-	-	80,474,822.86	80,508,574.06
COUNTY WIDE	149,880,606.37	122,991.39	-	-	149,880,606.37	150,003,597.76
COUNTY PETS	-	-	-	-	-	-
RECREATION	3,032,410.88	4,613.15	-	-	3,032,410.88	3,037,024.03
HM RECREATION	492,348.10	258.57	-	-	492,348.10	492,606.67
SOLID WASTE	4,948,512.00	-	-	-	4,948,512.00	4,948,512.00
SUB TOTAL	158,353,877.35	127,863.11	-	-	158,353,877.35	158,481,740.46
GRAND TOTAL	245,492,101.59	171,907.51	-	-	245,492,101.59	245,664,009.10

D. Approval of Records Retention and Disposition Schedule for DMV Cycle Lists for Tax Administration

BACKGROUND:

In reviewing the current records retention practices of the Tax Administration, it was determined that our Assessment and Audit division were retaining DMV Cycle Lists and no official retention schedule was in place. The Tax Administration reviewed the April 17, 2013 update of the North Carolina Department of Cultural Resources' Records Retention and Disposition Schedule approved by the County Commissioners on May 6, 2013. It was found that Standard 11, Item 6 states that Motor Vehicle Registration Lists, per G.S. §105-330.5, may be destroyed in office when administrative value ends and an agency policy should be set as to the timeframe they are retained.

RECOMMENDATION/PROPOSED ACTIONS:

At this time, there is not an official agency policy in place as to the retention of these types of records. The current practice is that the records are retained for one year and then sent to the landfill for destruction. The Tax Administration requests that this practice be approved as the official retention and disposition schedule for these records.



E. Approval of Induction of 2014 Agriculture Hall of Fame Nominees

BACKGROUND:

The Cumberland County Agricultural Hall of Fame Committee met on Tuesday, July 29, 2014 and selected Mr. Glenn Jernigan as the 2014 nominee for induction into the prestigious Cumberland County Agricultural Hall of Fame. As the nominee, Mr. Jernigan's information is recorded below.

Achievements in his/her field:

The name Glenn Jernigan is often associated with public service to our state and community. However, what some may not be aware of is Glenn's long history of support to the agricultural industry on a county, state, and national level. He served two terms in the North Carolina House of Representatives and three terms in the North Carolina Senate. During his service at the North Carolina General Assembly he served as the North Carolina General Assembly Ethics Committee Co-Chairman; Chairman of the NC Senate ABC Committee; Chairman of the NC House Election Laws Committee; and Chairman of the NC Senate Manufacturing and Labor Committee. Mr. Jernigan also served as Chairman of the North Carolina Employment Security Commission under Governor Jim Hunt from 1981 until 1985. Glenn Jernigan is the founder and owner of Glenn Jernigan & Associates, Governmental Affairs Consultants - one of North Carolina's most highly respected and effective legislative lobbying firms.

For over 25 years Glenn Jernigan has been Chairman of the Kiwanis' Farm City Committee in Cumberland County. Glenn has ensured that farmers and agriculture are represented each year at the annual luncheon and no detail was ever missed. He is passionate that the luncheon be held at the Agriculture Center where farmers and producers frequent. He has often shared "this is the place our farmers feel most comfortable and this is the place the luncheon belongs." Through his political connections he has always ensured the banquet had a noteworthy speaker that include: the US Secretary of Agriculture Tom Vilsack; NC Agriculture Commissioner, Steve Troxler; and Former NC Agriculture Commissioner, Jim Graham just to name a few. Glenn always adds that extra touch by ensuring the sound of live bluegrass music and door prizes with the ever popular hams, cakes, and "pies".

In 1990 Glenn realized that agriculture representation in the general assembly had decreased dramatically and that very few legislative committees had members with "hands-on" experience in agriculture which is so important in legislative discussions. Consequently, early incorporators of the agricultural alliance of NC sought to bring members into the alliance representing agribusiness, agriculture crop protection companies, and farmers to establish a total agriculture family approach. Glenn serves as a lobbyist for the Alliance which has proven to be extremely effective in legislative efforts. Glenn's work with the Ag Alliance and much of the success that has been achieved can be directly attributed to his great working relationship with the NC Department of Agriculture and Consumer Services, (Ag Commissioner Steve Troxler, David McLeod), and the leadership of the NC General Assembly – especially the agriculture committees in the house and senate. Glenn has served as a lobbyist for the following agricultural organizations in our state:

- BASF
- Bayer CropScience
- Carolinas Cotton Growers Cooperative
- Corn Growers Association of North Carolina, Inc.
- Crop Protection Association of North Carolina
- Dow AgriSciences
- DuPont Crop Protection
- Monsanto
- NC Grange
- NC Nursery & Landscape Association
- NC Christmas Tree Association
- NC Cotton Producers Association
- NC Peanut Growers Association
- NC Pest Management Association
- NC Soybean Producers Association
- Syngenta

- Turfgrass Council of NC
- Cooperative Council of NC
- North Carolina Egg Association

Community Service and Achievements:

Mr. Jernigan is a long-time, active member of Highland Presbyterian Church, serving more than 32 years as a Sunday school teacher. He has also served as Chairman of the Board of Deacons and as an Elder on the Church Session Board.

Glenn Jernigan has been a resident of Fayetteville, North Carolina for more than half a century. He and his late wife, Jane Clark Jernigan, have two children - a daughter, Lisa, and a son, Glenn Jr.; two granddaughters, Emme and Mary Scott, and twin grandsons, Chad and Chase.

Membership in Professional and Civic Organizations:

- Fayetteville State University Board of Trustees - Chairman
- Fayetteville Kiwanis Club - President, 2001-2002
- Board of Trustees, East Carolina University
- Chairman, East Carolina University Pirates Club
- N.C. State Bar Association - Disciplinary Committee
- Fayetteville Area Chamber of Commerce VP & Board of Directors
- President, Cumberland County Boys Club
- Mortgage Bankers Association; Homebuilders Association
- Fayetteville Jaycees
- Fayetteville Board of Realtors
- Chairman of the Board, Wachovia Bank & Trust Co., Fayetteville
- Board of Regents, Barium Springs Home for Children
- Former Chairman of Fayetteville State University Chancellor's Advisory Committee

Awards, Honors, and Degrees Earned:

The Raleigh *News & Observer* recognized Mr. Jernigan as their "Tar Heel of the Week" in their July 4, 1982 publication. As a graduate of East Carolina University, he was the recipient of ECU's Distinguished Alumni Award in 1982. Additional honors include the following:

- Distinguished Alumni Award by Campbell University
- Who's Who in American Colleges and Universities
- Distinguished Service Award for Fayetteville & Cumberland County
- Order of the Long Leaf Pine Award
- Fayetteville Area Kiwanis Club E.J. Wells Award Recipient
- Fayetteville Jaycees Young Man of the Year
- North Carolina Hemophilia Presidential Award Recipient
- Realtor of the Year Award
- Boys Club Director of the Year
- United Way Outstanding Chairman Leadership Award
- Distinguished Citizen Award by Occoneechee Council, Boy Scouts of America

- F. Approval of Declaration of Surplus County Property and Authorization to Accept Insurance Settlement

BACKGROUND:

DATE OF ACCIDENT:	JULY 23, 2014
VEHICLE:	2007 FORD CROWN VICTORIA
VIN:	2FAHP71W67X134653
FLEET#:	FL203
DEPARTMENT:	Sheriff's Office
SETTLEMENT OFFER:	\$4,491.34
INSURANCE COMPANY:	TRAVELERS

This is a total loss settlement offer.

**RECOMMENDATION/PROPOSED ACTION:**

Management recommends that the Board of Commissioners:

1. Declares the vehicle described above as surplus.
  2. Authorizes the Risk Management Coordinator to accept \$4,491.34 as settlement.
  3. Allows TRAVELERS to take possession
- G. Approval of Employment Contracts for the County Attorney and Clerk to the Board

**BACKGROUND:**

Contracts for the county attorney and clerk to the board require approval by the Board of Commissioners in August. The contracts are recorded below.

**RECOMMENDATION/PROPOSED ACTION:**

Approve the contracts for the county attorney and clerk to the board at the August 4, 2014 Board of Commissioners' meeting.

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

EMPLOYMENT AGREEMENT  
FOR COUNTY ATTORNEY

WHEREAS, the Board of Commissioners of each county is authorized to "appoint a County Attorney to serve as its pleasure and be its legal advisor" pursuant to N.C.G.S. § 153A-114; and

WHEREAS, this appointed position requires special professional and administrative skills and requires a large degree of trust and confidence to be reposed in said county attorney; and

WHEREAS, the Cumberland County Board of Commissioners (hereinafter referred to as BOARD) has determined that RICKEY L. MOOREFIELD is qualified to hold said position; and

WHEREAS, the BOARD has appointed RICKEY L. MOOREFIELD (hereinafter referred to as COUNTY ATTORNEY) to serve as its County Attorney; and

WHEREAS, the BOARD is authorized to "fix or approve the schedule of pay, expense allowances, and other compensation of all county officers and employees ..." pursuant to N.C.G.S. § 153A-92; and

WHEREAS, the County is authorized to enter into employment agreements pursuant to N.C.G.S. § 153A-11 and the Cumberland County Code, Section 10-83; and

WHEREAS, according to North Carolina law and custom, the County Attorney's position is terminable at will by majority vote of the BOARD.

NOW THEREFORE, in order to clearly define the responsibilities and terms and conditions of employment of the COUNTY ATTORNEY, the County of Cumberland (hereinafter referred to as COUNTY) and COUNTY ATTORNEY agree as follows:

**I.**

**COUNTY ATTORNEY WILL:**

Serve as COUNTY ATTORNEY to the BOARD and perform all duties at the pleasure and direction of the BOARD and as may be inherent therein.

**II.**

**THE COUNTY WILL:**

1. Pay the COUNTY ATTORNEY a base yearly salary of ONE HUNDRED SEVENTY THOUSAND SIX HUNDRED TWENTY SIX DOLLARS (\$170,626.00), plus an employer 401(k) account contribution of one percent of salary.
2. Pay the COUNTY ATTORNEY a monthly salary supplement in the amount of FIVE HUNDRED DOLLARS (\$500.00) in lieu of any in-County travel allowance, with the full amount of this supplement being subject to all withholding and retirement contribution.

3. Pay the COUNTY ATTORNEY the same amount of any annual stipend or bonus as is paid to all other employees.
4. Pay the costs of local and state bar dues, dues or fees required to practice in any federal court, the costs of obtaining any continuing legal education, and any such other costs and dues or fees for membership in professional organizations and necessary to maintain his license to practice in North Carolina or reasonable to maintain professional expertise in local government law.

III.

THE COUNTY AND THE COUNTY ATTORNEY  
MUTUALLY AGREE AND ACKNOWLEDGE THAT:

1. All provisions of the County Personnel Code which are applicable to the COUNTY ATTORNEY and not in conflict with the provisions of this contract shall continue to govern and supplement the terms and conditions of employment of the COUNTY ATTORNEY.
2. This agreement is effective July 1, 2014 and shall remain in full force and effect until terminated by the BOARD or COUNTY ATTORNEY.
3. The BOARD has the right with or without cause to terminate the employment of the COUNTY ATTORNEY. In such event, the COUNTY shall provide the COUNTY ATTORNEY with the greater of six months' salary or one month's salary for each 2 years of COUNTY service as severance pay in addition to any accrued annual leave and compensatory time.
4. This agreement may be modified at anytime by mutual agreement in writing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the 4th day of August, 2014.

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

EMPLOYMENT AGREEMENT  
FOR CLERK TO THE BOARD

WHEREAS, the Board of Commissioners of each county is authorized to "appoint a County Clerk to serve as its pleasure" and to perform any duties that may be required by law or the Board pursuant to N.C.G.S. § 153A-111; and

WHEREAS, this appointed position requires special administrative skills and requires a large degree of trust and confidence to be reposed in said official; and

WHEREAS, the Cumberland County Board of Commissioners (hereinafter referred to as BOARD) has determined that CANDICE WHITE is qualified to hold said position; and

WHEREAS, the BOARD has appointed CANDICE WHITE (hereinafter referred to as COUNTY CLERK) to serve as its County Clerk; and

WHEREAS, the BOARD is authorized to "fix or approve the schedule of pay, expense allowances, and other compensation of all county officers and employees ..." pursuant to N.C.G.S. § 153A-92; and

WHEREAS, the County is authorized to enter into employment agreements pursuant to N.C.G.S. § 153A-11 and the Cumberland County Code, Section 10-83; and

WHEREAS, according to North Carolina law and custom, the COUNTY CLERK'S position is terminable at will by majority vote of the BOARD.

NOW THEREFORE, in order to clearly define the responsibilities and terms and conditions of employment of the COUNTY CLERK, the County of Cumberland (hereinafter referred to as COUNTY) and COUNTY CLERK agree as follows:

I.

COUNTY CLERK WILL:

Serve as COUNTY CLERK to the Board of County Commissioners and to perform all duties inherent therein.

II.

THE COUNTY WILL:

1. Pay the COUNTY CLERK a yearly base salary of SIXTY SIX THOUSAND

- THREE HUNDRED TWENTY DOLLARS (\$66,320.00), plus an employer 401(k) account contribution of one percent of salary.
2. Pay the COUNTY CLERK a monthly salary supplement in the amount of TWO HUNDRED DOLLARS (\$200.00) in lieu of any in-County travel allowance, with the full amount of this supplement being subject to all withholding and retirement contribution.
  3. Pay the Clerk the same amount of any annual stipend or bonus as paid to any other employee.

III.

THE COUNTY AND THE COUNTY CLERK  
MUTUALLY AGREE AND ACKNOWLEDGE THAT:

1. All provisions of the County Personnel Code which are applicable to the COUNTY CLERK and not in conflict with the provisions of this contract shall continue to govern and supplement the terms and conditions of employment of the COUNTY CLERK.
2. This agreement is effective July 1, 2014 and shall remain in full force and effect until terminated by the BOARD or COUNTY CLERK.
3. The BOARD has the right with or without cause to terminate the employment of the COUNTY CLERK. In such event, the COUNTY shall provide the COUNTY CLERK with the greater of six months' salary or one month's salary for each two (2) years of COUNTY service as severance pay in addition to any accrued annual leave and compensatory time. If the BOARD, or a majority of the members of the BOARD, should decide to suggest that the COUNTY CLERK resign and if the COUNTYCLERK should in fact decide to resign as a result of such suggestion, then such suggested resignation shall be considered as a termination of the COUNTY CLERK'S employment for purposes of the preceding sentence about severance pay.
4. This agreement may be modified at anytime by mutual agreement in writing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the 4th day of August, 2014.

- H. Approval of Contract to Turner Business Appraisers, Inc. for Additional Auditing Services for the Cumberland County Tax Office

BACKGROUND:

Under G.S. 105-299 the Board of County Commissioners may employ appraisal firms, mapping firms or other persons or firms having expertise in one or more of the duties of the assessor to assist the assessor in the performance of these duties. In the employments of these firms, primary consideration must be given to the firms registered with the Department of Revenue pursuant to G. S. 105-289(i). Currently two other firms are contracted by the County and I am requesting that a third be added. Auditing firms are employed for the purpose of auditing business personal property returns and gross receipts subject to property tax in Cumberland County. These audits are performed in accordance with professionally accepted auditing and accounting standards.

RECOMMENDATIONS/PROPOSED ACTION:

Approve the following contract to retain the services of Turner Business Appraisers, Inc. to assist the Tax Administrator with the auditing of business personal property and gross receipts listings to insure compliance with all North Carolina Property Tax Statutes.

The County Attorney has indicated the contract is legally sufficient only if approved by the Board of Commissioners because the statute requires the Board's authorization to enter into the contract.

- I. Approval of Relocation of Previously Granted Sanitary Sewer Easement to Allison Holdings, L.L.C within the Industrial Park

BACKGROUND:

A memo was issued to the Board of Commissioners on June 26, 2014 from the Engineering & Infrastructure Director concerning the need to relocate the existing sewer easement that Cumberland County granted Allison Holdings, L.L.C in October 2013. As you may recall, the utility contractor recommended that PWC's sewer outfall be tapped at

an existing manhole as compared to excavating a connection at the original easement location due to very poor soil conditions. Since there were no meetings in the month of July, a verbal approval was given to Allison Holdings, Inc. on the new location in order to allow the project to progress with the understanding that the Board would ratify the easement change at the August 4, 2014 meeting.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director, County Management and the County Attorney recommend that the Board of Commissioners vote to grant the new easement which also in turn extinguishes the existing easement previously approved.

J. Approval of Revised Lease with Coastal Horizons Center, Inc.

BACKGROUND:

On June 16, 2014, the Board of Commissioners approved the lease agreement with Coastal Horizons Center, Inc. ("Lessee") for the lease of 1,773 square feet of office space at 412 Russell Street.

However prior to execution, the Lessee requested that additional language be added to item 28 "TERMINATION" to allow the Lessee the opportunity to terminate the lease in the event funding for rent payments are insufficient to continue operation on this lease.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends the Board to approve a revision to the lease agreement which incorporates the below language as a 2<sup>nd</sup> paragraph of the termination clause.

The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension removal thereof, is dependent upon and subject to the appropriation, allocation, or availability of funds for this purpose to the agency of the LESSEE responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the LESSEE or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving LESSOR written notice of said termination, and the lease agreement shall terminate immediately without any further liability to LESSEE.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

LEASE AGREEMENT

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 proposes 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.
- The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension removal thereof, is dependent upon and subject to the appropriation, allocation, or availability of funds for this purpose to the agency of the LESSEE responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the LESSEE or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving LESSOR written notice of said termination, and the lease agreement shall terminate immediately without any further liability to LESSEE.
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.

K. Approval of Resolution of Intent to Close Woody Street (aka Joseph Street) and Calling for a Public Hearing

**BACKGROUND:**

Woody Street (aka Joseph Street) is an unimproved right of way established by a subdivision plat recorded in Plat Book 12 at page 5 on January 12, 1948. NCDOT has confirmed to the county attorney that the street is not State maintained. All the property owners fronting on the right of way have petitioned for it to be closed. The right of way intersects with one large parcel that has frontage on another street. The owner of that parcel did not petition for closure and will be separately notified of the Board's intent.

The Fire Marshal does not object to this closure. The Planning & Inspections Department recommended that the two parcels owned by James S. Thrash be combined into a single parcel to avoid land-locking one of his parcels. Mr. Thrash accomplished this recombination with a deed recorded in Deed Book 9376 at page 886.

Pursuant to G.S. 153A-241, if the Board determines to grant this request for closure, the Board must declare its intent to do so and call for a public hearing on the matter. The public hearing must be advertised for three successive weeks. The Board may declare its intent by adopting the resolution as recorded below.

**RECOMMENDATION/PROPOSED ACTION:**

County attorney recommends adoption of the resolution as recorded below to commence this closure process.

**BOARD OF COMMISSIONERS OF CUMBERLAND COUNTY  
RESOLUTION OF INTENT TO CLOSE WOODY STREET (AKA JOSEPH STREET)  
AND CALLING A PUBLIC HEARING ON THE QUESTION  
PURSUANT TO G.S. 153A-241**

WHEREAS, Amerco Real Estate Co.; James Thompson Jr.; Johnny and Ella Reece; D&M Enterprises, LLC; and James S. Thrash have submitted petitions to the Cumberland County Board of Commissioners (the "Board") requesting the Board to close Woody Street (aka Joseph Street) located in Pearce's Mill Township, Cumberland County and as shown on the plats recorded in Plat Book at page 5, Plat Book 14 at page 33, and Plat Book 58 at page 90; and

WHEREAS, the County Attorney has been notified by the North Carolina Department of Transportation that this street is not under the control and supervision of the Department of Transportation; and

WHEREAS, it appears that the only property owners to be affected by the closure of this street, are the property owners who have submitted the request; and

WHEREAS, it further appears that no person would be deprived of reasonable means of ingress and egress to his or her property by such closing; and

WHEREAS, it further appears that such closing would not be contrary to the public interest.

BE IT RESOLVED, that pursuant to the request of these property owners, the Board intends to close Woody Street (aka Joseph Street) and as shown by the legal descriptions submitted with this request and prepared by Jimmy F. Cain, Professional Land Surveyor.

BE IT FURTHER RESOLVED, that the Board calls for and shall hold a public hearing on the question of the closing this street September 15, 2014 at 6:45 p.m. in the Commissioners Meeting Room (Room 118), First Floor, Courthouse, 117 Dick Street,

Fayetteville, North Carolina, and the Board shall hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual's property rights.

BE IT FURTHER RESOLVED, notice of this public hearing shall be given in accordance with G.S. 153A-241.

Adopted in regular meeting held August 4, 2014.

L. Approval of Proposed Additions to the State Secondary Road System:

The Village at Rockfish Subdivision: Summer Cove Drive,  
Dunkirk Court

BACKGROUND:

The North Carolina Department of Transportation has received petitions requesting the following streets be placed on the State Secondary Road System for maintenance.

The Village at Rockfish Subdivision: Summer Cove Drive, Dunkirk Court

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.

M. Approval of Report on the Disposal of Surplus Property Pursuant to NCGS 160A-226(a)

BACKGROUND:

On June 15, 1998, the Board adopted a resolution founded in the statutes allowing disposal of County “personal property, worth less than \$5,000 per item or group of similar items, which have become obsolete, unusable, economically unrepairable, or otherwise surplus to the needs of the county”.

The resolution stipulated further that County Management shall render semi-annual reports to the Board of County Commissioners summarizing disposals in February and August of each year.

RECOMMENDATION/PROPOSED ACTION;

That the Board accepts and approves the report on the disposal of surplus County property. That the Board adopts the report and that the report be duly recorded in the official minutes.

REPORT ON THE DISPOSAL OF SURPLUS COUNTY PROPERTY						
January 1, 2014 - June 30, 2014						
ITEM NO.	DATE RECEIVED	DESCRIPTION OF PROPERTY	QTY	RENDERING DEPARTMENT	METHOD OF DISPOSAL	LANDFILL LOCATION
1	2/5/2014	CHAIRS	2	REGISTER OF DEEDS	LANDFILL	ANN STREET
2	3/4/2014	PRINTER	1	SHERIFFS DEPARTMENT	LANDFILL	ANN STREET
3	3/4/2014	FURNITURE	MISC	MENTAL HEALTH	LANDFILL	ANN STREET
4	3/4/2014	DESKS	2	INFORMATION SERVICES	LANDFILL	ANN STREET
5	3/4/2014	BOOKSHELF	1	INFORMATION SERVICES	LANDFILL	ANN STREET
6	3/4/2014	BOOK SPINNERS, SHELVES, FRAMES	MISC	PUBLIC LIBRARY	LANDFILL	ANN STREET
7	3/4/2014	COMPUTERS	12	MENTAL HEALTH	LANDFILL	ANN STREET
8	3/4/2014	MONITORS	7	MENYAL HEALTH	LANDFILL	ANN STREET
9	3/4/2014	PRINTERS	16	MENTAL HEALTH	LANDFILL	ANN STREET
10	4/2/2014	FILING CABINETS	5	PUBLIC DEFENDER	LANDFILL	ANN STREET
11	4/2/2014	DESKS	3	ANIMAL CONTROL	LANDFILL	ANN STREET
12	5/2/2014	COUNTERS	MISC	CLERK OF COURT	LANDFILL	ANN STREET
13	5/2/2014	CABINETS	MISC	CLERK OF COURT COMMUNICATIONS	LANDFILL	ANN STREET
14	5/30/2014	DESKS	2	CENTER	LANDFILL	ANN STREET
15	5/30/2014	TABLE	1	DISTRICT ATTORNEY	LANDFILL	ANN STREET

16	5/30/2014	CHAIR	1	DISTRICT ATTORNEY	LANDFILL	ANN STREET
17	5/30/2014	EXCESS FURNITURE	MISC	MENTAL HEALTH	LANDFILL	ANN STREET
18	5/30/2014	SURPLUS EQUIPMENT	MISC	DSS	LANDFILL	ANN STREET
19	6/16/2014	TV'S	2	ADMINISTRATION	LANDFILL	ANN STREET
20	6/30/2014	PLOTTER	1	TAX ADMINISTRATION	LANDFILL	ANN STREET
21	6/30/2014	FILE CABINETS	9	HEALTH DEPARTMENT	LANDFILL	ANN STREET
22	6/30/2014	STOOLS	2	HEALTH DEPARTMENT	LANDFILL	ANN STREET

N. Budget Revisions:

(1) Tourism Development Authority

- a. Revision in the amount of \$124,889 to recognize additional revenues earned in FY2014 from the US Open Golf Tournament, the Inaugural All American Marathon and soccer tournament. (B14-431) Funding Source – Occupancy Tax
- b. Revision in the amount of \$200,000 to budget anticipated additional revenues for FY2015 from the All American Marathon and Iron Mike Marathon & Iron Mike Half-Marathon and soccer tournament. (B15-004) Funding Source – Occupancy Tax

(2) Federal Forfeiture - Justice

Revision in the amount of \$25,000 to appropriate fund balance to purchase a K-9 and other operating needs. (B15-002) Funding Source – Federal Forfeiture Fund Balance

(3) Sheriff

Revision in the amount of \$40,678 to appropriate fund balance to recognize insurance proceeds received in FY2014. (B15-005) Funding Source – Fund Balance Appropriated

(4) Health

School Health - Revision in the amount of \$100,007 to budget anticipated additional revenues from the state, to contract for a Community Liaison to work in the school system to educate students on health risk factors. (B15-006) Funding Source – State

(5) Information Services

Revision in the amount of \$175,000 to appropriate fund balance from the software reserve to cover expenses in researching and obtaining new financial software. (B15-007) Funding Source – Fund Balance Appropriated

(6) Beaver Dam Fire District

Revision in the amount of \$2,549 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-010) Funding Source – Fire District Tax

(7) Bethany Fire District

Revision in the amount of \$5,615 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-011) Funding Source – Fire District Tax

(8) Bonnie Doone Fire District

Revision in the amount of \$4,410 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-012)  
Funding Source – Fire District Tax

(9) Cotton Fire District

Revision in the amount of \$33,363 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-013)  
Funding Source – Fire District Tax

(10) Godwin-Falcon Fire District

Revision in the amount of \$775 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-014) Funding Source – Fire District Tax

(11) Manchester Fire District

Revision in the amount of \$1,037 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-015)  
Funding Source – Fire District Tax

(12) Pearces Mill Fire District

Revision in the amount of \$28,130 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-016)  
Funding Source – Fire District Tax

(13) Stedman Fire District

Revision in the amount of \$324 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-017) Funding Source – Fire District Tax

(14) Stoney Point Fire District

Revision in the amount of \$5,527 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-018)  
Funding Source – Fire District Tax

(15) Vander Fire District

Revision in the amount of \$1,785 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-019)  
Funding Source – Fire District Tax

(16) Library

a. Grants – Revision in the amount of \$31,880 to recognize EZ Planning Grant from the state for a consultant to assist the library in developing a new long range plan. (B15-020)  
Funding Source – State

b. Grants – Revision in the amount of \$790 to recognize a grant from the Chapin Foundation Trust to enhance youth services department. (B15-021) Funding Source – Grant

c. Grants – Revision in the amount of \$3,890 to recognize a grant from the Art's Council for Storytelling Festival to pay performers and expenses. (B15-022) Funding Source – Grant

- d. Grants – Revision in the amount of \$32,640 to appropriate E-Rate funds received in FY2014. (B15-023) Funding Source – Fund Balance Appropriated

MOTION: Commissioner King moved to approve consent agenda Items 2.A. – 2.N.(16)d.

SECOND: Commissioner Melvin

DISCUSSION: Commissioner Keefe referenced budget revisions 2.N.(1)a. and b. and asked whether there was any pattern or change in occupancy tax revenues from previous years. Melissa Cardinali, Assistant County Manager, stated events held in the county have impacted the occupancy tax favorably this year and the budget revisions reflect more revenue than originally anticipated. Ms. Cardinali stated the hope is that these events will be repeated in future years. Commissioner Keefe asked to have information provided at some future time on the potential for income from the occupancy tax.

VOTE: UNANIMOUS (7-0)

### ITEMS OF BUSINESS

3. Consideration of a Resolution of Official Intent to Pursue Financing and to Reimburse Expenditures with Proceeds of a Borrowing for Fayetteville Technical Community College (FTCC)

#### BACKGROUND:

In April 2014 Fayetteville Technical Community College approached the County regarding the purchase of a building for an expanded curriculum to begin in the fall of 2014. The request was for a total of \$3,000,000 to be used to purchase the building and configure the building for the curriculum. The purchase was finalized in June in the amount of \$2,832,464.90 leaving a balance of \$167,535.10 for improvements.

The County agreed to temporarily use fund balance for this purchase until an installment purchase loan could be obtained. The County will then use the borrowed funds to reimburse itself for the fund balance used in this transaction.

The first step in this process is for the board of county commissioners to approve the reimbursement resolution as recorded below. The resolution basically states that the project is not expected to exceed \$3,000,000 and the County will reimburse itself from borrowed funds. As of today, the goal is to take an application to the Local Government Commission for their consideration and approval at their meeting October 7, 2014.

#### RECOMMENDATION/PROPOSED ACTION:

Approve the resolution.

### RESOLUTION OF OFFICIAL INTENT TO PURSUE FINANCING AND TO REIMBURSE EXPENDITURES WITH PROCEEDS OF A BORROWING

WHEREAS, the Board of Commissioners of Cumberland County, North Carolina (the “County”) intends to finance a portion of the cost of acquisition and upfitting of a building for Fayetteville Technical Community College (the “Project”);

WHEREAS, the County may advance its own funds to pay expenditures related to the Project, may borrow funds on a short term taxable or tax exempt basis in order to pay such expenditures or may enter into contracts obligating third parties to make certain expenditures relating to the Project (the “Expenditures”) prior to incurring indebtedness and to receive reimbursement for such Expenditures from proceeds of tax-exempt obligations, qualified energy conservations, or taxable debt, or other financings;

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CUMBERLAND COUNTY, NORTH CAROLINA:

1. The County intends to utilize the proceeds of tax-exempt or tax advantaged exempt indebtedness, including but not limited to installment finance agreements and limited obligation bonds (collectively, the “Indebtedness”) or to incur other debt, to pay the costs of the Project in an amount not currently expected to exceed \$3,000,000.
2. The County intends that the proceeds of the Indebtedness be used to reimburse the County for Expenditures with respect to the Project made on or after the date that is no more than 60 days prior to the date of this resolution. The County reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Indebtedness or other debt.
3. The County intends that the adoption of this resolution confirms its “official intent” within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.
4. This resolution shall take effect immediately upon its passage.

\*\*\*\*\*

Ms. Cardinali reviewed the background information as recorded above. Commissioner Keefe asked whether there was verbiage that states the county is not responsible for any amount exceeding \$3,000,000. Ms. Cardinali stated verbiage states the county will borrow \$3,000,000; \$2,800,000 towards the purchase of the building, which is within the appraised value, and the college will utilize the balance to upfit the building and to make improvements. Ms. Cardinali stated there is no responsibility for the county other than to borrow the money. Ms. Cardinali further stated the county has no responsibility for the building.

MOTION: Commissioner Edge moved to approve the resolution of intent to pursue financing and to reimburse expenditures with proceeds of a borrowing.  
SECOND: Commissioner Keefe  
VOTE: UNANIMOUS (7-0)

4. Consideration of Designation of Voting Delegate to North Carolina Association of County Commissioners (NCACC) Conference

**BACKGROUND:**

Article VI, Section of the NCACC Constitution provides: “On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which had paid the current year’s dues.”

Although the deadline for return of the voting delegate form is August 1st, the NCACC will accept the form today following the Board’s designation of Cumberland County’s voting delegate.

**RECOMMENDATION/PROPOSED ACTION:**

Appoint a voting delegate to the 2014 NCACC Annual Conference to be held August 14-17, 2014 in Buncombe County, North Carolina.

Chairman Council nominated Commissioner Billy King.

MOTION: Commissioner Faircloth moved that nominations be closed and that Commissioner Billy King be appointed as the voting delegate to the 2014 NCACC Annual Conference.  
SECOND: Commissioner Edge

DISCUSSION: Chairman Council asked that Commissioner Edge serve as the alternate voting delegate.

VOTE: UNANIMOUS (7-0)



5. Consideration of Cumberland County's Nomination and Appointment of Commissioner Ed Melvin to the Southeastern Partnership, Inc. / North Carolina's Southeast Board of Directors

**BACKGROUND:**

The Southeastern Partnership, Inc. / North Carolina's Southeast is requesting Cumberland County's appointment to its Board of Directors. The Board of Directors represents every county in the Southeast Region and provides guidance and oversight to the organization. The Southeastern Partnership, Inc. board is made up of private sector investors with an interest in promoting economic development.

An orientation session is scheduled for Tuesday, August 26 to provide an overview of the partnership, the Board of Directors, its mission, strategic plan, leadership, performance metrics and other details. The first Board of Director's meeting for county appointees is scheduled for Tuesday, September 16. Cumberland County's appointee will join the 24 private sector board members that have been meeting since 2013 to implement the partnership's transition.

Commissioner Ed Melvin expressed interest in being Cumberland County's appointee to the Board of Directors.

**RECOMMENDATION/PROPOSED ACTION:**

Nominate and appoint Commissioner Ed Melvin as Cumberland County's appointee to the Southeastern Partnership, Inc. / North Carolina's Southeast Board of Directors.

**MOTION:** Chairman Council moved to nominate and appoint Commissioner Ed Melvin as the county's appointee to the Southeastern Partnership, Inc. / North Carolina's Southeast Board of Directors.

**SECOND:** Commissioner Edge

**VOTE:** UNANIMOUS (7-0)

6. Nominations to Boards and Committees

- A. Board of Health (1 Vacancy)

Commissioner Faircloth nominated David Greyshock.

- B. Mid-Carolina Aging Advisory Committee (1 Vacancy)

Chairman Council nominated Willie McKoy, Jr.

- C. Nursing Home Advisory Board (3 Vacancies)

Commissioner Faircloth nominated Sonja Council, Michael Blake and Ron Rooks.

7. Appointments to Boards and Committees

- A. Appointment of ABC Board Chairman

Nominee: Johnson Chestnutt

- B. Joint Appearance Commission ( 1 Vacancy)

Nominee: Sheila Wilson (Reappointment)

**MOTION:** Commissioner Edge moved to appoint by acclamation all nominees to their respective positions.

**SECOND:** Commissioner Melvin

**VOTE:** UNANIMOUS (7-0)

**MOTION:** Chairman Council moved to recess the Cumberland County Board of Commissioners' meeting and convene the meeting of the Overhills Park Water and Sewer District Governing Board.

**SECOND:** Commissioner Edge

**VOTE:** UNANIMOUS 7(-0)

Chairman Council called the meeting of the Overhills Park Water and Sewer District Governing Board to order.

## ITEMS OF BUSINESS

1. Consent Agenda
  - A. Approval of Agenda
  - B. Approval of Minutes of May 6, 2013 and June 16, 2014 Special Meetings
  - C. Approval of the Spring Lake Interlocal Agreement for the Overhills Park Water and Sewer District

## BACKGROUND:

In response to the approval of the USDA Rural Utilities funding to construct the sanitary sewer system in the Overhills Park subdivision, the Town of Spring Lake has agreed to furnish sanitary sewer treatment and the operation and maintenance of the sewer system. The agreement as recorded below spells out the terms and conditions of each party and is a requirement to move forward with the funding process.

## RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director, County Attorney and County Management recommend that the Overhills Park Water and Sewer District Governing Board approve the Interlocal Agreement with the Town of Spring Lake.

STATE OF NORTH CAROLINA

OVERHILLS PARK WATER & SEWER

DISTRICT SANITARY SEWER SERVICE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Town of Spring Lake, a North Carolina municipal corporation, (hereinafter referred to as "Spring Lake"), and the County of Cumberland, a North Carolina Body Politic, acting by and through its Overhills Park Water & Sewer District, (hereinafter referred to as "Overhills").

## WITNESSETH

THAT WHEREAS, Overhills wishes to contract with Spring Lake to furnish sanitary sewer treatment and provide for the operation and maintenance of the Overhills Park Water & Sewer District in an area as shown on Exhibit "A" attached hereto; and

WHEREAS, Spring Lake has agreed to treat sanitary sewer for Overhills to include operation and maintenance of the sanitary sewer collection system installed by Overhills within the delineated service area according to the following terms and conditions:

1. The sanitary sewer collection system being constructed by Overhills shall be built in accordance with engineering plans and specifications and constructed by a contractor licensed to perform utility construction in North Carolina.
2. Overhills will be responsible for the cost of constructing the sanitary sewer collection system as sized accordingly to serve the delineated service area as approved by USDA with Spring Lake being responsible for upgrades, in materials and line sizing as it may deem necessary.
3. The cost of operation and maintenance of the sanitary sewer collection system is built into the sanitary sewer rate being charged to Overhills as shown on Exhibit "B". Spring Lake shall render accurate monthly bills to Overhills. Such bills shall be computed by multiplying Overhills' sewer flow, expressed in thousand (M) gallons, by the applicable rate per thousand (M) gallons for this customer class. The rate per thousand (M) gallons shall be subject to change annually. Routine operation and maintenance includes: (1) Repair damaged, deteriorated, or broken sewer mains; (2) Repair damaged, deteriorated, or broken sewer service laterals from the main to edge of road right-of-way or easement; (3) Routine maintenance and repair of pump station equipment; (4) Cleaning and rodding of clogged sewer mains; (5) Repair of manholes to include rings and covers; and (6) Other

- routine maintenance and repairs as needed; (7) Administrative and engineering support of above, as required; (8) 24 hours, 7 days per week on-call dispatch with appropriate response forces; (9) Responding to inquiries by existing and potential users of sanitary sewer service; (10) Investigating and working to resolve complaint issues; (11) Maintaining metered electric service at pumping stations, as well as, chemicals associated with pump station operation.
4. Monthly bills rendered for services as provided hereunder are payable within 30 days from their date, at Spring Lake's office, Town of Spring Lake, P.O. Box 617, Spring Lake, NC 28390.
  5. Spring Lake will be responsible for the cost associated with upsizing mains within the delineated Overhills service as may be deemed necessary in order to meet Spring Lake's existing and future sanitary sewer needs which would not be otherwise required for the sanitary sewer collection system being installed by Overhills pursuant to this Agreement.
  6. All sanitary sewer lines installed by Overhills that are funded with USDA loan and/or grant funds will not be charged a capacity or impact fee and shall be owned and operated by Overhills subject to Spring Lake's right to upsize such mains at its expense and to transmit sanitary sewer through such mains to areas beyond the Overhills area.
  7. Overhills will acquire all rights-of-way and/or encroachments as may be needed for construction of the sanitary sewer collection system as referenced herein. Spring Lake currently controls an existing easement that was dedicated to the Town of Spring Lake for the sole purpose of constructing a lift station to serve the Overhills Park Subdivision. The Town of Spring Lake will not charge Overhills any fees for the use of the easement and Overhills will own the lift station.
  8. Spring Lake reserves the right to extend or continue sanitary sewer mains from such mains as initially constructed by Overhills to points outside of the delineated Overhills service area. Future connections or main extensions that occur outside of the delineated Overhills area are not subject to this Agreement and shall be the property of Spring Lake unless the Overhills boundary is expanded by mutual agreement of the parties herein in order to serve development of contiguous properties.
  9. The further extension of or connection to mains within the delineated Overhills service area will be pursuant to applicable extension and connection policies and procedures of Overhills in effect at the time a request for service is made.
  10. Overhills may by resolution adopt a policy whereby future customers and/or extenders of sanitary sewer infrastructure in the Overhills service area will be subject to the then current applicable Spring Lake Policies and Procedures to simplify the application process for customers with the understanding that such customers remain responsible to Overhills for compliance with such policies and procedures.
  11. Laterals not installed during the initial sanitary sewer collection system as constructed by Overhills will be subject to the applicable lateral charge and facility investment fee charged by Spring Lake. Overhills customers will not be charged a main charge by Spring Lake if located within the Overhills service area on mains installed by Overhills.
  12. Annual Notification of Anticipated Usage and Restriction: (a) Spring Lake reserves the right and authority to limit the annual increase in usage by Overhills to an amount not greater than 20% of the previous calendar year's usage. However, additional limits may be imposed if an outside agency having jurisdiction over the treatment facilities requires restrictions on increases in usage on the Spring Lake's system. Consideration will be given on a case-by-case basis to address anticipated sanitary sewer needs in excess of the above stated 20% increase; (b) any limitations or restrictions on sanitary sewer usage due to situations beyond Spring Lake's control will also apply to Overhills. Overhills will be responsible to ensure the individual sanitary sewer customers on its system comply with these restrictions or limitations.
  13. The term of this Agreement may be amended by written agreement between Spring Lake and Overhills. The term of this Agreement is for five years from \_\_\_\_\_, 2014, and at the end of each anniversary date of this Agreement, the termination date of the term

- Mayor, Town of Spring Lake  
P.O. Box 617  
Spring Lake, NC 28390

Chairman, Board of Governors  
Overhills Park Water & Sewer District  
P.O. Box 1829  
Fayetteville, NC 28302-1829

18. *Binding Effect:* This contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.
19. *Entire Agreement:* This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing.
20. *Governing Law:* This contract shall be governed by the laws of the State of North Carolina.

MOTION: Commissioner King moved to approve consent agenda items 1.A. – 1.C.  
SECOND: Commissioner Faircloth  
VOTE: UNANIMOUS (7-0)

MOTION: Chairman Council moved to adjourn the meeting of the Overhills Park Water and Sewer District Governing Board and reconvene the meeting of the Cumberland County Board of Commissioners.

SECOND: Commissioner Edge

VOTE: UNANIMOUS (7-0)

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MOTION: Chairman Council moved to go into closed session for Economic Development Matter(s) Pursuant to NCGS 143-318.11(a)(4) and Attorney/Client Matter(s) Pursuant to NCGS 143-318.11(a)(3).  
SECOND: Commissioner Faircloth  
VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Melvin moved to reconvene in open session.  
SECOND: Commissioner Evans  
VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Edge moved to adjourn.  
SECOND: Commissioner Evans  
VOTE: UNANIMOUS (7-0)

There being no further business, the meeting adjourned at 10:15 a.m.

Approved with/without revision:

Respectfully submitted,

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Candice H. White  
Clerk to the Board