

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
MONDAY, JUNE 16, 2014 – 6:45 PM
117 DICK STREET, 1ST FLOOR, ROOM 118
REGULAR/REZONING MEETING
MINUTES

PRESENT: Commissioner Jeannette Council, Chairman
Commissioner Kenneth Edge Vice Chairman
Commissioner Charles Evans
Commissioner Marshall Faircloth
Commissioner Jimmy Keefe
Commissioner Billy King
Commissioner Ed Melvin
Amy Cannon, County Manager
James Lawson, Assistant County Manager
Quentin McPhatter, Assistant County Manager
Rick Moorefield, County Attorney
Sally Shutt, Public Information Director
George Hatcher, Code Enforcement Officer
Debra Johnson, Code Enforcement Officer
Tom Lloyd, Planning and Inspections Director
Candice White, Clerk to the Board
Kellie Beam, Deputy Clerk to the Board
Press

Chairman Council called the meeting to order.

INVOCATION / PLEDGE OF ALLEGIANCE

Commissioner Council provided the invocation followed by the Pledge of Allegiance to the [American](#) flag led by Layla Lynd, a Kindergarten student at C. Wayne Collier Elementary School.

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

Amy Cannon, County Manager, read the public comment period policy. Chairman Council recognized the clerk to the board who called the following speakers:

Stacy Carr – Mr. Carr provided a back brief on himself and spoke to his interest in serving on the Parks and Recreation Advisory Board, the Juvenile Crime Prevention Council and citizens in the Stedman, Vander and Eastover areas in which he grew up.

Harmony Sell – Ms. Sell spoke to a child custody case in which she was involved.

During Ms. Sell's comments, Rick Moorefield, County Attorney, cautioned Ms. Sell not to mention the name of the minor or provide details of the case.

Ms. Cannon requested the removal from the agenda of Item 5. Consideration of Lease of Office Space with Alliance Behavioral Healthcare and the addition as Item 2.P.(14) of budget revision B14-415 for the Juvenile Crime Prevention Program in the amount of \$30,068. Ms. Cannon responded to questions regarding the two budget revisions on the agenda for the Juvenile Crime Prevention Program.

1. Approval of Agenda

MOTION: Commissioner Keefe moved to approve the agenda with the addition and deletion as requested.

SECOND: Commissioner Melvin

VOTE: UNANIMOUS (7-0)

2. Consent Agenda

- 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:

BACKGROUND:

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

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.

- 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

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/PROPOSED ACTION:

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.

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 24th 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 10th 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 24th 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 10th 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.

D. Approval of Bus Stop License Agreement for City of Fayetteville

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").

W I T N E S S E T H;

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.
- E. Approval of Grant of Permission for City of Fayetteville to Encroach on County Property

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.

Permission Form

Date: June 16, 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 16th day of June, 2014.

- 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

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.

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.

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 1st 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</u>
<u>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	Certification form and Schedule of	N/A

and less than \$500,000 Grantee Receipts >\$25,000 and
in State or Federal Funds Schedule of Receipts and Expenditures
OR
Audited Financial Statements in
Compliance with GAO/GAS
(i.e. Yellow Book)

- \$500,00+ in State funds Audited Financial Statement in May use State funds, but
and Federal pass through compliance with GAO/GAS (i.e. not Federal Funds
in an amount less than Yellow Book)
- \$500,000+ in State funds Audited Financial Statement in May use State and Federal
and \$500,000+ in Federal compliance with OMB Circular funds
pass through funds (i.e. A-133 (i.e. Single Audit)
- Less than \$500,000 in State Audited Financial Statement in May use Federal funds,
funds and \$500,000+ in compliance with OMB Circular but not State funds.
Federal pass through funds A-133 (i.e. Single Audit)

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 o-f 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.
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.

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:

Community Service Provider

Service

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.

G. Approval of 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/PROPOSED ACTION:

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 ADA STUDY UPDATE
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 16th day of June, 2014.

H. Approval of Ordinance of Assessing Property for the Cost of Demolition:

- 1) Case Number: MH 277-2013
- Property Owner: Ida Mae Flood Heirs
- Property Location: 4920 Wall Street, Linden, NC
- Parcel Identification Number: 0574-75-1514

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.

2) Case Number: MH 109-2013
Property Owner: Donnie Ray Vause Heirs & Richard J. Jarvis
Property Location: 3921 Nashville Drive, Fayetteville, NC
Parcel Identification Number: 0424-75-6077

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.

3) Case Number: MH 286-2013
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

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 Dr, 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. 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 Contracts 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.

- J. Approval of Alcoholic Beverage Control (ABC) Board Travel Policy

BACKGROUND:

According to correspondence from A. Johnson Chestnutt, Chairman of the Cumberland County ABC Board, the ABC Board is requesting that the Cumberland County Board of Commissioners approves 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.

- K. 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/PROPOSED ACTION:

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

- L. Approval of 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 resolution as recorded below.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

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.

Adopted this 16th day of June, 2014.

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CUMBERLAND

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:

- a. TERM: The Lease shall commence the 1st day of July, 2014, and unless sooner terminated, continue for three years to June 30, 2017.
- b. 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.

- c. DEPOSIT: LESSOR shall not require a security deposit from the LESSEE.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.

- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. 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.
- p. TAXES: LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.

- q. 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.

- r. 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.
- t. 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.
- u. 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.
- v. 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.

- w. 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.
- x. 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.
- y. 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.
- z. 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.
- aa. 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.
- bb. 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.
- cc. 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.
- dd. MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
- ee. 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.

M. Approval of FY 2015 Federal Legislative 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 document recorded below represents 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/PROPOSED ACTION:

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

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.
- 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.
- 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 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.

- N. Approval of Proclamation Proclaiming June 2014 as "Homeownership Month" in Cumberland County"

COUNTY OF CUMBERLAND

NORTH CAROLINA

PROCLAMATION

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

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; and

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; and

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.

NOW THEREFORE, BE IT PROCLAIMED, that the Cumberland County Board of Commissioners hereby proclaims:

June 2014 as
Homeownership Month

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

Adopted this 16th day of June, 2014.

- O. Approval of Proclamation Proclaiming July 24-25th, 2014 as “Community Homeless Stand Down” in Cumberland County

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 24th through July 25th 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.

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 24th – 25th, 2014 as Community Homeless Stand Down.

RECOMMENDATION/PROPOSED ACTION:

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

COUNTY OF CUMBERLAND

NORTH CAROLINA

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; and

WHEREAS this year's Community Homeless Stand Down, scheduled for July 24th and 25th 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, BE IT PROCLAIMED, that the Cumberland County Board of Commissioners hereby proclaims:

July 24- 25, 2014 as
Community Homeless Stand Down

in Cumberland County, and urges 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.

Adopted this 16th day of June, 2014.

P. Budget Revisions:

(1) Juvenile Crime Prevention Programs

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

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

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

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

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

(6) Overhills Park Sewer Project

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

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

(8) Cooperative Extension

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

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

(10) Senior Aides

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

(11) General Litigation Fund

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

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

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

(14) Juvenile Crime Prevention Programs

Revision in the amount of \$30,068 to reconcile Juvenile Assessment Center Program budget with the state, by reducing fund balance appropriated. (B14-415) Funding Source – Fund Balance Appropriated

MOTION: Commissioner Faircloth moved to approve consent items 2.A. – 2.P.(14)
SECOND: Chairman Council
VOTE: UNANIMOUS (7-0)

3. Public Hearings

Uncontested Rezoning Case

Ms. Cannon explained the Board of Commissioners' procedures for public hearings.

- 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.

Staff Recommendation: 1st Motion: Find the request consistent with the LUP and approve and adopt the reasonableness statement; 2nd 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).

Staff Recommendation: 1st Motion: Find the request consistent with the LUP and approve and adopt the reasonableness statement; 2nd 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.

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

Planning Board Recommendation: Approve Staff Recommendation

Tom Lloyd, Planning and Inspections Director, stated there were no speakers in opposition to Case P14-22, Case P14-23 and Case P14-25 and the Planning Board recommended approval of all three cases.

These are the duly advertised/noticed public hearings set for this date and time for Case P14-22, Case P14-23 and Case P14-25.

Chairman Council opened the public hearings for Case P14-22, Case P14-23 and Case P14-25.

The clerk to the board advised there were no speakers for Case P14-22, Case P14-23 and Case P14-25.

Chairman Council closed the public hearings for Case P14-22, Case P14-23 and Case P14-25.

MOTION: Commissioner Edge moved to find the requests consistent with the LUP and approve and adopt the reasonableness statements in Case P14-22, Case P14-23 and Case P14-25.

SECOND: Chairman Council

VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Edge moved to approve the recommendation of the Planning Board in Case P14-22, Case P14-23 and Case P14-25.

SECOND: Chairman Council

VOTE: UNANIMOUS (7-0)

Minimum Housing Code Enforcement

D. Case Number: MH 280--2013

Property Owner: Eunice Stephens

Property Location: 5007 Carolina Wren Drive, Fayetteville, NC

Parcel Identification Number: 0471-47-6771

The clerk to the board administered an oath to Debra Johnson, Inspector for the County of Cumberland Inspection Department.

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. No appeal was filed. Upon my visit to the property on 6/5/2014, no

corrective action had 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).

RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING AND INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED AND THE DEBRIS REMOVED FROM THE LOT.

Ms. Johnson stated the property owner, Eunice Stephens, signed a consent to demolish.

This is the duly advertised/noticed public hearing set for this date and time.

Chairman Council opened the public hearing.

The clerk to the board advised there were no speakers.

Chairman Council closed the public hearing.

MOTION: Commissioner Faircloth moved to adopt the order and report of the Minimum Housing Inspector as the true facts in this case; to order the property owner to remove or demolish the dwelling within 30 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; and 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.

SECOND: Commissioner Melvin

VOTE: UNANIMOUS (7-0)

Other Public Hearings

E. Public Hearing on the Edward Byrne Memorial Justice Assistance Grant (JAG)

BACKGROUND:

The Sheriff's Office is eligible to apply for funding through the Edward Byrne Memorial Justice 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 publicly advertised the grant opportunity and briefed the Board of Commissioners.

The Public Hearing advertisement for this grant was advertised in the Fayetteville Observer on Saturday, June 7, 2014.

RECOMMENDATION/PROPOSED ACTION:

Conduct the Public Hearing and authorize the County Manager to sign the application submittal.

Lisa Blauser, Sheriff's Office Business Manager, reviewed the background information as recorded above. Ms. Blauser stated the Edward Byrne Memorial Justice Assistance Grant is awarded to local law enforcement agencies that support local crime reduction efforts and improve public safety. Ms. Blauser stated the total grant amount is \$158,288 and one of the requirements is that a public hearing is held for the use of the funds. Ms. Blauser stated the Sheriff's Office, which has received this grant in the past, will continue to utilize these grants funds to connect computers in deputies' car to the SBI and FBI databases; this allows deputies on the road to retrieve information on license plates, drivers' information, warrants, drivers' license photographs and other various information. Ms. Blauser stated the connection utilizes wireless technology to download the information. Ms. Blauser stated the City of Fayetteville Police Department will use the funds to purchase cameras for crime control.

This is the duly advertised/noticed public hearing set for this date and time.

Chairman Council opened the public hearing.

The clerk to the board advised there were no speakers.

Chairman Council closed the public hearing.

MOTION: Commissioner Edge moved to authorize the County Manager to sign the application submittal.

SECOND: Commissioner King

VOTE: UNANIMOUS (7-0)

ITEMS OF BUSINESS

4. Consideration of Bullard Circle Preliminary Assessment Resolution

BACKGROUND:

The Board of Commissioners at their May 28, 2014 meeting approved the Engineering and Infrastructure Director to move forward with placing a preliminary assessment resolution on the June 16th agenda for adoption with the terms of payment set for 15 years at 6% interest for the Bullard Circle area.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Board of Commissioners adopt the preliminary assessment resolution as recorded below and set a public hearing date of August 18, 2014 at 6:45 pm.

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

PRELIMINARY
SPECIAL ASSESSMENT RESOLUTION
BULLARD CIRCLE
WATER EXTENSION PROJECT

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 16th day of June 2014.

Ms. Cannon stated the preliminary assessment resolution is based on payment terms of fifteen years at 6% interest for Bullard Circle residents.

MOTION: Commissioner Keefe moved to adopt the preliminary assessment resolution and set a public hearing date of August 18, 2014 at 6:45 p.m.
SECOND: Commissioner King
VOTE: UNANIMOUS (7-0)

- 5. ITEM REMOVED FROM THE AGENDA
- 6. Consideration of Approval of FY2015 Cumberland County Budget Ordinance

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 10th day of June 2014.

Attachment A				
ADJUSTMENTS TO THE FY2015 RECOMMENDED BUDGET				
		Expenditure		Revenue
		Changes		Changes
	---General Fund---			
	Recommended Budget	\$ 311,537,579		\$ 311,537,579
Personnel	General personnel changes	49,208		
	LEO Retirement increase (.13%)	24,914		
Recurring	General operating changes			
	Contingency			
	Child Support - increase contract with Sheriff for security	2,673		
One-Time	Social Services vehicles - change (4) passenger vans to (4) hybrids	5,764		
	Purchase of building for Fayetteville Technical Community College	3,000,000		

Revenue	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			3,070,407
	Total Amended General Fund Budget	\$ 314,620,138	\$ 314,620,138	
	---Detention Center Expansion Fund---			
	Recommended Budget	\$ -	\$ -	
Operating	Rebudget to complete project closing in FY2015	15,011,566		
Revenue	Rebudget to complete project closing in FY2015			15,011,566
	Total Amended Detention Center Expansion Fund Budget	\$ 15,011,566	\$ 15,011,566	
	---Overhills Park Sewer Project Fund---			
	Recommended Budget	\$ 99,500	\$ 99,500	
Operating	Establish initial estimated project budget	3,322,000		
Revenue	Establish initial estimated project budget			3,322,000
	Total Amended Overhills Park Sewer Project Fund Budget	\$ 3,421,500	\$ 3,421,500	
	---Prepared Food and Beverage Tax Fund---			
	Recommended Budget	\$ 5,318,119	\$ 5,318,119	
Operating	Transfer to Crown Center Fund 620	108,999		
Revenue	Prepared Food and Beverage Taxes			108,999
	Total Amended Prepared Food and Beverage Tax Fund Budget	\$ 5,427,118	\$ 5,427,118	
	---Federal Forfeiture-Justice Fund---			
	Recommended Budget	\$ 174,400	\$ 174,400	
Personnel	LEO Retirement increase (.13%)	160		
Revenue	Fund Balance Appropriated			160
	Total Amended Federal Forfeiture Justice Fund Budget	\$ 174,560	\$ 174,560	
	---Crown Center Fund---			
	Recommended Budget	\$ 4,812,088	\$ 4,812,088	
Operating	Adjust Recommended Budget to Requested Budget and	108,999		

	other minor adjustments			
Revenue	Transfer from Prepared Food & Beverage Tax Fund			108,999
	Total Amended Crown Center Fund Budget	\$ 4,921,087	\$ 4,921,087	
	---Solid Waste Fund---			
	Recommended Budget	\$ 19,684,487	\$ 19,684,487	
Operating	Increase in Indirect Costs	66,735		
Revenue	Sale of Recyclable Materials			26,694
	Commercial Garbage Fees			13,347
	Fund balance appropriated			26,694
	Total Amended Solid Waste Fund Budget	\$ 19,751,222	\$ 19,751,222	
			Attachment B	
	EXPENDITURES BY DEPARTMENT			
				Departmental
Organization #	Department			Budget
	101 General Fund			
101-410-4100	Governing Body		\$ 548,319	
101-410-4105	Administration		2,015,545	
101-410-4107	Public Affairs/Education		150,000	
101-410-4110	Court Facilities		136,000	
101-410-4120	Information Services		2,935,629	
101-410-4125	Elections		958,667	
101-410-4130	Finance		1,329,149	
101-410-4135	Legal		868,111	
101-410-4145	Register of Deeds		2,174,646	
101-410-4146	Register of Deeds Automation		102,186	
101-410-4152	Tax Administration		5,169,750	
101-410-4153	Property Revaluation		412,255	
101-411-4112	Facilities Management		2,370,237	
101-411-4114	Print and Graphics Shop		233,891	
101-411-4115	Communications Center		1,714,790	
101-411-4116	Carpenter Shop		217,868	
101-411-4117	Public Buildings Equipment Maintenance		1,213,119	
101-411-4118	Public Buildings Janitorial		731,652	
101-411-4119	Central Maintenance		646,726	
101-411-4510	Landscaping & Grounds		657,528	
101-412-4194	Debt Service		24,097,524	
101-412-4195	General Government Other		3,485,301	
101-420-4210	Emergency Services		2,902,670	
101-422-4200	Sheriff	24,809,483		
101-422-4203	Jail	17,690,716		
101-422-4213	Roxie Crisis Intervention Center	300,467		
101-422-422F	School Law Enforcement - Local	4,169,219		
	Total Sheriff		46,969,885	
101-424-4250	Animal Control		2,801,373	
101-426-4217	Cumberland County Criminal Justice Unit		387,863	
101-426-4295	Public Safety Other		1,155,935	
101-431-4301	Health - Administration	2,399,647		
101-431-4302	Laboratory	289,496		
101-431-4304	Pharmacy	673,150		
101-431-4306	Jail Health Program	2,615,227		
101-431-4307	Management Support	290,774		
101-431-4310	NC Environmental Health	\$ 1,388,146		

101-431-4311	Immunization Clinic	218,812		
101-431-4312	School Health Program	1,053,783		
101-431-4315	Child Health Clinic	773,661		
101-431-4316	Dental Clinic	391,766		
101-431-4318	Health Promotion	353,351		
101-431-4319	Maternal Health Clinic	656,883		
101-431-432B	Bio-Terrorism Preparedness	72,500		
101-431-432C	Sexually Transmitted Disease Clinic	1,184,465		
101-431-432D	Claims Processing	213,124		
101-431-432E	Medical Records	251,135		
101-431-432G	Breast/Cervical Cancer Control	143,730		
101-431-432N	Care Coordination for Children	686,535		
101-431-432P	Pregnancy Care Management	808,870		
101-431-432U	Child Fatality Prevention	3,787		
101-431-4320	Health Express Care	505,862		
101-431-4321	Chest Tuberculosis Clinic	192,032		
101-431-4323	Family Planning Clinic	928,283		
101-431-4325	Communicable Disease	262,534		
101-431-4327	Center for Disease Control Tuberculosis	35,766		
101-431-4328	NC AIDS	108,400		
101-431-4329	Adult Health Clinic	982,850		
101-431-433F	School Health-Board of Education Grant	568,343		
101-431-433M	Community Transformation Grant	420,000		
101-431-4334	Women, Infants & Children-Client Services	<u>2,826,594</u>		
	Total Health Department			21,299,506
101-432-4333	Health Other			89,961
101-43M-436C	Court Ordered Evaluations	165,000		
101-43M-436Y	Sobriety Court	92,176		
101-43M-436Z	Mental Health Other	<u>5,276,280</u>		
	Total Mental Health			5,533,456
101-437-4365	Social Services Department	39,371,956		
101-437-4366	Social Services Other	27,086,365		
101-437-4367	Grant Family Violence Care Center	408,334		
101-437-4380	Welfare Other	<u>466,086</u>		
	Total Social Services			67,332,741
101-439-4395	Veterans Services			370,336
101-439-4396	Child Support Enforcement			4,711,368
101-439-4398	Spring Lake Resource Center Administration			34,242
101-440-4402	Library	\$ 10,655,623		
101-440-4406	Library - Law	90,938		
101-440-4409	Library - Smart Start Raising a Reader	<u>101,593</u>		
	Total Library			10,848,154
101-450-4504	Engineering	336,606		
101-450-451A	Public Utilities	<u>69,429</u>		
	Total Engineering/Public Utilities			406,035
101-442-4439	Stadium Maintenance			141,796
101-442-4440	Culture Recreation Other			306,416
101-450-4502	Planning			3,238,962
101-450-4506	NC Cooperative Extension Service			587,876
101-450-4507	NC Cooperative Extension Programs			34,500
101-450-4508	Location Services			447,470
101-450-4509	Soil Conservation District			65,757
101-450-4511	Soil Conservation/Cost Share Program			68,648
101-450-4520	Economic Physical Development Other			430,000
101-450-4526	Industrial Park			5,000
101-450-4529	Economic Incentives			804,783
101-450-4590	Water & Sewer Department			500,000
101-470-4702	Education - BOE			77,998,888
101-470-4702	Education - FTCC			9,977,624

		Total General Fund		\$ 311,620,138
		104-Emergency Telephone System Fund		
104-450-4595		Emergency Telephone System		\$ 913,162
		106-County School Fund		
106-412-4106		School Special Sales Tax	\$ 2,218,069	
106-470-4704		School Capital Outlay Category I	4,270,000	
106-470-4706		School Capital Outlay Category II	2,261,931	
106-470-4708		School Capital Outlay Category III	550,000	
106-470-4718		School Capital Outlay Lottery	<u>3,400,000</u>	
		Total County School Fund		\$ 12,700,000
		114-Food & Beverage Fund		
114-410-4109		Prepared Food & Beverage Tax		\$ 5,427,118
		Health Insurance Funds		
115-412-4191		Group Insurance	\$ 14,527,734	
115-412-4197		Employee Pharmacy	2,058,023	
115-412-4198		Employee Clinic	272,709	
115-412-4199		Employee Wellness	\$ 161,423	
118-412-4193		Retiree Health Insurance	<u>4,580,711</u>	
		Total Health Insurance Funds		\$ 21,600,600
		116-Employee Benefit Fund		
116-412-4196		Employee Flexible Benefits		\$ 600,012
		117-Vehicle Insurance Fund		
117-412-4192		Vehicle Insurance		\$ 500,000
		120-Workers Compensation Fund		
120-410-4106		Workers Compensation		\$ 1,649,979
		139-Senior Aides Fund		
139-450-4560		Senior Aides		\$ 655,827
		230-Federal Drug Forfeiture Funds		
230-422-422P		Justice		\$ 174,560
		240 - Injured Animal Fund		
240-424-4251		Injured Animal Stabilization		\$ 12,000
		252-Eastover Sanitary District Fund		
252-452-4517		Eastover Sanitary District		\$ 1,866,700
		253-Norcross Water and Sewer Fund		
253-450-450E		Norcross Water and Sewer		\$ 659,745
		255-Kelly Hills Water and Sewer Fund		
255-450-450F		Kelly Hills Water and Sewer		\$ 61,380
		256-Southpoint Water Fund		
256-450-450M		Southpoint Water		\$ 71,336
		257-Eastover Sanitary District Debt Fund		
257-452-4521		Eastover Sanitary District Debt		\$ 784,582
		420- Recreation Fund		
420-442-4438		Hope Mills Recreation	\$ 551,130	
420-442-4441		Recreation and Parks	<u>3,979,214</u>	
		Total Recreation Fund		\$ 4,530,344
		430-Juvenile Crime Prevention Fund		
430-438-4385		Juvenile Crime Prevention	\$ 1,189,358	
430-438-4388		JCP Residential Group Home	<u>712,643</u>	
		Total Juvenile Crime Prevention Fund		\$ 1,902,001

		County Community Development Funds		
446-450-4576		County CDBG Administration	\$ 263,512	
446-450-4580		Housing Activities	507,844	
446-450-4581		Economic Development	25,000	
446-450-4582		Public Facilities	100,000	
446-450-4583		Public Services	119,358	
446-450-4584		Infrastructure	50,000	
446-450-4591		Emergency Shelter Grants	150,000	
447-450-4586		Home Administration	48,810	
447-450-4587		Home Housing Activity	504,108	
448-450-4589		Support Housing Program Grants	178,807	
449-450-4578		PATH	<u>297,645</u>	
		Total All Community Development Funds		\$ 2,245,084
		451-NC 91-08-010 Fund		
451-450-4503		Planning Grants		\$ 91,770
		452-US DOT 104 Fund		
452-450-4571		US DOT 104 (F)		\$ 998,645
		454-NC Elderly		
454-450-457A		Community Transportation Program	\$ 137,015	
454-450-457B		Rural Operation Assistance Program	387,602	
454-450-457D		Mid Carolina Senior Transportation	212,964	
454-450-457E		5310-Non-Medical Transportation Grant	250,000	
454-450-457F		5316 Grant -JARC	<u>100,000</u>	
		Total NC Elderly		\$ 1,087,581
		469-Special Fire Tax Fund		
469-429-4261		Special Fire District Tax		\$ 846,240
		470-Beaver Dam Fire District Fund		
470-429-4260		Beaver Dam Fire District		\$ 138,390
		472-Bethany Fire District Fund		
472-429-4262		Bethany Fire District		\$ 211,944
		473-Bonnie Doone Fire District Fund		
473-429-4264		Bonnie Doone Fire District		\$ 3,084
		474-Cotton Fire District Fund		
474-429-4266		Cotton Fire District		\$ 823,648
		476-Cumberland Road Fire District Fund		
476-429-4268		Cumberland Road Fire District		\$ 505,286
		478-Eastover Fire District Fund		
478-429-4270		Eastover Fire District		\$ 185,814
		480-Godwin Falcon Fire District Fund		
480-429-4272		Godwin Falcon Fire District		\$ 85,433
		482-Grays Creek Fire District Fund		
482-429-4274		Grays Creek Fire Department #18	\$ 357,826	
482-429-4275		Grays Creek Fire Department #24	<u>357,826</u>	
		Total Grays Creek Fire District		\$ 715,652
		484-Lafayette Village Fire District Fund		
484-429-4276		Lafayette Village Fire District		\$ 40
		486-Lake Rim Fire District Fund		
486-429-4278		Lake Rim Fire District		\$ 6,087
		490-Manchester Fire District Fund		
490-429-4282		Manchester Fire District (Spring Lake)		\$ 89,100
		492-Pearces Mill Fire District Fund		

492-429-4284	Pearces Mill Fire District		\$	796,921
	494-Stedman Fire District Fund			
494-429-4288	Stedman Fire District		\$	140,809
	495-Stoney Point Fire District Fund			
495-429-4290	Stoney Point Fire District		\$	892,879
	496-Vander Fire District Fund			
496-429-4292	Vander Fire District		\$	876,916
	498-Wade Fire District Fund			
498-429-4294	Wade Fire District		\$	85,562
	499-Westarea Fire District Fund			
499-429-4296	Westarea Fire District	\$	961,371	
499-429-4297	Westarea Fire District Station #10	<u>223,661</u>		
	Total Westarea Fire District		\$	1,185,032
	620-Civic Center Fund			
620-444-4442	Civic Center		\$	4,921,087
	621-Civic Center Motel Tax			
621-444-4443	Civic Center Motel Tax		\$	1,224,068
	623-Coliseum Debt Service			
623-444-4447	Debt Service - Coliseum		\$	3,727,400
	625-Solid Waste Fund			
625-460-4602	Administration	\$	1,382,437	
625-460-4606	Ann Street	12,120,478		
625-460-4607	Wilkes Road	1,394,615		
625-460-4608	Container Sites	1,293,206		
625-460-4609	Transportation	770,066		
625-460-4610	Household Hazardous Waste/Planning	248,182		
625-460-4611	Maintenance	625,957		
625-460-4613	White Goods	359,636		
625-460-4614	Construction & Demolition	252,130		
625-460-4615	Recycling	<u>1,304,515</u>		
	Total Solid Waste Fund		\$	19,751,222
	630-General Litigation Fund			
630-412-4135	Legal		\$	103,000
	824-Tourism Development Authority			
824-450-4599	Tourism Development Authority		\$	5,000,000
	850-Inmate Welfare			
850-422-4205	Inmate Canteen		\$	659,848
	870-LEO Special Separation			
870-422-4210	LEO Separation Allowance		\$	485,997
	875-Cumberland Cemetery Trust			
875-411-4113	Cemetery Trust		\$	2,800
	Multi-Year Capital Project Funds			
	002 - Detention Facility			
002-422-42CC	Landfill Construction and Improvements		\$	15,011,566
	007 - Landfill Construction Fund			
007-460-460B	Landfill Construction and Improvements		\$	8,459,215
	012 - Eastover Sanitary District Sewer Project Fund			
012-450-450H	Eastover Sanitary District Sewer Phase II		\$	50,000

		016 - Western Regional Library Fund			
016-440-440A		Western Regional Library			\$ 5,717,186
		017 - Gray's Creek Middle School Fund			
017-470-4717		Gray's Creek Middle School			\$ 20,537,047
		018 - New Century Elementary School Fund			
018-470-4719		New Century Elementary School			\$ 17,517,851
		021 - New Century Middle School Fund			
021-470-4721		New Century Middle School			\$ 18,052,645
		022 - Southpoint Water Fund			
022-450-450K		Southpoint Water Line Extension			\$ 540,802
		023 - Overhills Sewer Fund			
023-450-450N		Engineering Fee			\$ 3,421,500
		024 - Bragg Estates Sewer and Water			
024-450-450P		Engineering Fee			\$ 33,000
		Total All Funds			<u>\$ 502,957,635</u>

				Attachment C
REVENUE BY FUND AND SOURCE				
Revenue #		Description		Amount
		101 General Fund		
1000R		Taxes Current Year		\$ 150,400,868
1011R		Motor Vehicle Tax DOT		14,200,000
1020R		Rental Vehicle Receipts Current Year		507,000
1030R		Rental Equipment Receipts Current		160,000
1101R		Taxes 1st Prior Year		940,000
1102R		Taxes 2nd Prior Year		165,000
1110R		Taxes All Prior Years		100,000
1115R		Motor Vehicle Tax 1st Prior		1,000,000
1201R		Advertising Charges		46,000
1220R		Interest		820,000
1230R		Late Listing Penalty		280,000
1250R		Process Fees-Tax Dept		<u>245,000</u>
10R		Ad Valorem Taxes		168,863,868
2100R		Pet Registration Fees		336,236
2200R		Real Estate Transfer Tax		675,000
2400R		Beer And Wine Taxes		359,300
2500R		Sales Tax One Cent		15,734,353
2510R		Sales Tax 1/2-Cent - County Art 40		7,877,346
2511R		Sales Tax 1/2-Cent County Art 42		5,247,854
2514R		Sales Tax 1/2-Cent County Art 44		52,369
2515R		Sales Tax 1/4-Cent County Art 46		8,604,139
2517R		Sales Tax Video & Telecommunications		<u>556,500</u>
20R		Other Taxes		39,443,097
3020R		Federal Prisoners Housing		50,000
3040R		Social Security Incentive Payments		16,000
3110R		NC Prisoner Housing		50,000
3120R		NC Internet Reimbursement		1,477
3112R		Investigation Support		65,000
3130R		Safe Roads Act (DWI)		31,500
3211R		Fayetteville Tax Collection		254,040
3220R		Fayetteville Sales Tax Equalization		1,997,800
3221R		Fayetteville Sales Tax Equalization		4,084,900
3222R		Wade Sales Tax Equalization		961
3224R		Stedman Sales Tax Equalization		132
3225R		Spring Lake Sales Tax Equalization		308,760

3226R		Godwin Sales Tax Equalization		1,968
3310R		Municipalities Tax Collection		115,140
3319R		Town of Hope Mills		223,202
3321R		Town of Spring Lake		135,000
3324R		Town of Eastover		70,041
3402R		ABC 3 1/2 %		795,056
3403R		ABC Store Profit		\$ 1,174,000
30R		Unrestricted Intergovernmental		9,374,977
4016R		State Criminal Alien Assistance		40,000
4033R		Child Support Enforcement Incentive		383,265
4034R		Child Support Enforcement IV-D		3,123,230
4046R		Federal Bond Interest Subsidy		754,274
4100R		NC Health Services		233,180
4103R		NC Breastfeeding Peer Counselor		120,536
4104R		NC Health Promotion		13,074
4105R		NC TB Project		90,091
4106R		NC CDC TB Project		32,202
4108R		NC Communicable Disease		60,678
4109R		NC Immun Action Plan		146,804
4115R		NC School Health Initiative		189,406
4122R		Care Prevention in US		31,250
4131R		NC Community Transportation Grant		420,000
4145R		NC Family Planning		360,778
4150R		NC WIC Administration		175,000
4151R		NC WIC Nutrition Education		531,360
4152R		NC WIC Client Services		1,790,440
4153R		NC WIC Breastfeeding Program		160,000
4165R		NC Child Health		196,604
4166R		NC Child Care Coordination		50,573
4170R		NC Maternal Health		217,789
4171R		NC Breast & Cervical Cancer		87,481
4174R		NC Child Fatality Prevention		3,787
4175R		NC Aids Control		25,000
4185R		NC Environmental Health		7,730
4187R		Regional Bio-Terrorism Grant		72,500
4202R		NC Workfirst		80,000
4300R		NC SSBG Other Services & Training		1,411,999
4302R		NC Food Stamp Recovery Incentive		88,692
4304R		NC Food Stamp Administration		3,344,461
4311R		NC DMA Medicaid Reimbursement Transportation		294,422
4315R		NC CCDF - Administration		786,507
4316R		NC Permanency Planning		85,002
4318R		NC Share the Warmth		10,773
4324R		NC IV-E Administration		2,244,887
4327R		NC Adopt Assist IV-B Nas		83,651
432FR		NC CSE Shares-IVE		2,788
432GR		NC CSE Shares-SFHF		65,277
432JR		NC Foster Care Board		3,981,603
4335R		NC Energy Program		138,778
4339R		NC Domestic Violence Grant		24,179
433AR		NC Emergency Shelter Grant		10,718
433ER		NC Special Links		25,000
4340R		NC Family Violence Grant		\$ 46,308
4346R		NC Medical Assistance Administration		5,084,065
4348R		NC Medicaid Case Management		293,934
434BR		NC Adult Protective Services		24,225
434CR		NC Health Choice		125,718
4352R		NC Adult Day Care		129,208
4353R		NC Links		144,345
4355R		NC Crisis Intervention		2,721,556
435AR		NC TANF		5,683,629
435GR		NC TANF Incentives		9,872
435HR		NC AFDC Incentives		1,500
435KR		NC FVPSA		24,153
4361R		NC Workfirst Transportation		850
4363R		NC Child Welfare In-Home		177,247
4369R		NC Child Care & Development		16,824,304

4371R		NC Refugee Assistance Administrative		13,365
4372R		Family Reunification		73,063
4379R		NC Miscellaneous		1,000
4402R		NC Library Programs Grant		305,488
4403R		NC Raising a Reader		101,593
4510R		NC Soil Conservation Cost Share Program		26,031
4511R		NC Soil/Water Dist Projects		3,600
4523R		NC C-5 Rent		43,653
4570R		NC Veterans Service		1,452
4574R		Governor's Highway Safety Program		92,176
4576R		NC Crime Commission Grant		54,801
4592R		NC Emergency Management Subsidy		62,500
4602R		FTCC/Library Memorandum of Agreement		55,000
460BR		Advisory Council		2,000
460CR		Horticulture		5,000
460ER		Field Crops		3,000
460FR		Home Economics		5,000
460HR		4-H		15,000
460YR		Commercial Horticulture		3,500
460ZR		Livestock		1,000
4611R		CSC Facilities Fees		420,000
4619R		CC School Health		568,343
4620R		ABC 5-Cents Tax Revenue		74,030
4621R		ABC Profit For Education		198,924
4640R		Other Municipalities Planning		97,079
4684R		Concealed Weapon Permit		150,000
4685R		NC Precious Metals Permits		3,500
4693R		Storm Water Utility		<u>70,859</u>
40R		Restricted Intergovernmental		55,737,640
5000R		Single Family Dwelling		300,000
5005R		Manufactured Home		22,000
5010R		Building Inspection	\$	95,000
5015R		Electrical Inspection		50,000
5020R		Heating A/C Inspection		38,000
5025R		Plumbing Inspection		15,000
5030R		Zoning		15,000
5035R		General Contractor Permit Fee		6,200
5040R		County Demolition		16,000
5045R		Interest County Demolition		500
5050R		Miscellaneous Inspection/Permit		9,000
5205R		Marriage License		81,025
5305R		Register Of Deeds Fees		1,195,966
5306R		NC Vital Records Certified Copy		<u>2,178</u>
50R		Licenses and Permits		1,845,869
6002R		Medicaid NC TB Control		29,500
6004R		Medicaid NC STD		79,000
6007R		Medicaid Express Care		54,000
6008R		Medicaid NC Primary Care		150,000
6009R		Express Care Fees		451,862
6010R		Plot Plans		95,000
6015R		Rabies Clinic		26,894
6018R		Environmental Health Fees		130,000
6020R		Medical Clinic Fees		80,000
6021R		Carolina Access Capitation Fees		130,000
6023R		Lab Fees		236,000
6025R		Family Planning Fees		33,500
6027R		Case Management Fees		1,444,832
6028R		BCCCP Fees		300
6031R		Child Health Fees		15,000
6034R		Maternal Health Fees		8,400
6036R		Pap Clinic		4,700
6037R		Medical Record Fees		7,000
6039R		Miscellaneous Fees		3,000
603AR		Dental Clinic Fees		18,000
603BR		TB Clinic Fees		1,500
6041R		Jail Health Fees		7,000

6042R		Healthnet Fees		40,000
6045R		Escrow NC Child/Maternal Health		803,000
6047R		Pharmacy Services		494,845
6105R		Book Fines		230,000
6107R		Non-Resident Library Fees		20,000
6120R		Sale Of Books		2,000
6352R		Printing Fees		80,000
6405R		Process Fees		750,000
6410R		Jail Fees		25,000
6411R		ID Fees		160,000
6420R		CFVH Security Fees		300,467
6421R		Social Services Security Fees	\$	78,419
6422R		Health Dept Security Fees		63,476
6423R		Security Board Of Education		2,001,664
6425R		CSC Officer Fees		48,000
6427R		Cumberland County Child Support Enforcement		480,000
6428R		Noise Ordinance Penalty		100
6430R		CSC Restitution		4,000
6440R		Commission Property Sale		20,000
6467R		Wrecker Dispatch Fees		14,000
6470R		Wrecker Inspection Fees		15,000
6505R		CFVH Eligibility Specialist		19,744
6511R		DSS Enrollment Fees		42,900
6512R		DSS Service Fees		2,400
6513R		Relative Adoption		8,200
6514R		Independent Placement Study		2,100
6525R		Family Violence		6,526
6540R		CP&L Energy Assistance		15,744
6601R		Soil - Newsletter Ads		4,000
6604R		Local Fees/Fines Fire Code		40,000
6607R		Firehouse Fees		3,000
6610R		Child Support Enforcement NPA		35,000
6615R		Shelter Fees		35,191
6617R		SE Lab Animal Farm		8,665
6619R		Spay/Neuter		145,088
6620R		Microchip Fees - Adoption		24,908
6621R		Microchip Fees - Reclaim		5,770
6622R		Euthanasia Fees		1,800
6630R		Garage Labor Fees		150,000
6632R		Supply Fees		1,200
6635R		Towing & Storage Fees		6,200
6640R		Land Records Fees		2,595
6657R		Emergency 911 Reimbursement		251,986
6658R		Bragg 911 Reimbursement		5,000
6659R		Fayetteville 911 Reimbursement		127,512
6660R		Planning Rezoning Fees		18,800
6662R		Planning Projects Fees		200,000
6669R		County Dept Sign Fee		25,000
6670R		Tax Supervisor Copies		2,695
6699R		Indirect Cost Charges		<u>351,520</u>
60R		Sales and Services		10,179,003
4687R		Contributions to Sheriff		25
7002R		Interest Income		267,890
7601R		Rent No Till Drill		12,000
7605R		Bond Escrow		100
7625R		Postage		200,000
7631R		Pet Smart Charities		10,000
7637R		Citations-Animal Control	\$	60,851
7670R		Miscellaneous		27,100
7674R		Alliance Behavioral Loan Repayment		475,840
7690R		Fire Chief's Association		10,432
7705R		Lease Land CFVMC		3,645,004
7706R		Lease Winding Creek - Alliance		232,884
7715R		Rent Buildings		92,173
7717R		Rent Division of Social Services		56,238
7735R		Snack Bar Rental Fees		12,623
70R		Miscellaneous		5,103,160

9115R	Transfer from County School Fund 106		5,618,069
9124R	Transfer from Food & Beverage Tax Fund 114		53,495
9148R	Transfer from Special Fire District Tax Fund 469		24,000
9901R	Fund Balance Appropriated		7,913,917
9903R	Fund Balance Appropriated Health		434,074
9905R	Fund Balance Appropriated Maintenance and Repairs		3,100,000
9908R	Fund Balance Appropriated Economic Incentives		804,783
9909R	Fund Balance Appropriated Water & Sewer		500,000
9910R	Fund Balance Appropriated Revaluation		25,400
9911R	Fund Balance Appropriated Mental Health		<u>2,598,786</u>
90R	Other Financing Sources		21,072,524
	Total General Fund Revenues		\$ 311,620,138
	Separate Funds		
	104 - Emergency Telephone System Fund		
3316R	City of Fayetteville	\$	5,000
4643R	Wireless 911		<u>908,162</u>
	Total Revenues	\$	913,162
	106 - County School Fund		
2512R	Sales Tax 1/2-Cent School Article 40	\$	2,833,333
2513R	Sales Tax 1/2-Cent School Article 42		5,666,667
3220R	Fayetteville Sales Tax Equalization		800,000
4578R	NC Lottery Proceeds		<u>3,400,000</u>
	Total Revenues	\$	12,700,000
	114 - Prepared Food & Beverage Tax		
1015R	Food & Beverage Tax	\$	5,331,574
1120R	Food & Beverage Tax All Prior		42,648
1225R	Interest & Penalty - Food & Occupancy		51,499
7002R	Interest Income		<u>1,397</u>
	Total Revenues	\$	5,427,118
	115 - Group Insurance Fund		
6047R	Pharmacy Services	\$	140,000
6060R	Pharmacy Over-The-Counter (OTC)		25,000
7002R	Interest Income		400
7651R	PPO Employee		1,950,000
7652R	PPO Employer		10,192,031
7655R	Non-Participating BCBS Match		3,852,458
7656R	BOE Medical		10,000
7686R	Insurance Settlements		850,000
	Total Revenues	\$	17,019,889
	116 - Employee Flexible Benefit Fund		
7002R	Interest Income	\$	12
7615R	Employee Salary Deductions		600,000
	Total Revenues	\$	600,012
	117 - Vehicle Insurance Fund		
7684R	Insurance Payments For Replacement Items	\$	500,000
	118 - Retiree Insurance Fund		
7002R	Interest Income	\$	200
7652R	PPO Employer		4,370,511
7687R	Premiums Retirees		<u>210,000</u>
	Total Revenues	\$	4,580,711
	120 - Workers' Compensation		
7002R	Interest Income	\$	2,000
7619R	Workers' Compensation		<u>1,647,979</u>
	Total Revenues	\$	1,649,979
	139 - Senior Aides		
4680R	Senior Aides Grant	\$	580,140

6698R	Local In-kind Services	7,560
9110R	Transfer From General Fund	<u>68,127</u>
	Total Revenues	\$ 655,827
	230 - Federal Forfeiture - Justice	
9901R	Fund Balance Appropriated	\$ 174,560
	240 - Injured Animal Stabilization	
4697R	Injured Animal Stabilization	\$ 9,918
9901R	Fund Balance Appropriated	<u>2,082</u>
	Total Revenues	\$ 12,000
	252 - Eastover Sanitary District	
4678R	Facility Investment Fee	\$ 3,200
6681R	Tap Fees	25,000
668AR	Water Sales	795,000
668BR	Water Availability Fee	\$ 657,000
668CR	Sewer Sales	241,000
668DR	Sewer Availability Fee	83,400
668ER	Application/Transfer Fee	21,000
668FR	Late/Reconnect Fee	40,000
7002R	Interest Income	100
7670R	Miscellaneous	<u>1,000</u>
	Total Revenues	\$ 1,866,700
	253 - NORCRESS Water & Sewer	
4603R	NORCRESS Administration	\$ 16,000
4606R	Lift Station M&R Fee	40,000
460TR	Debt Service Fee	90,000
6678R	Chemical Surcharge Fee	67,410
6679R	Lateral/Tap Construction Fee	7,500
6686R	NORCRESS Sewer Fees	273,835
9901R	Fund Balance Appropriated	<u>165,000</u>
	Total Revenues	\$ 659,745
	255 - Kelly Hills Water & Sewer	
4606R	Lift Station M&R Fee	\$ 2,520
4607R	Public Utility Administration Fee	2,400
6689R	M&R Water & Sewer Fees	<u>56,460</u>
	Total Revenues	\$ 61,380
	256 - Southpoint Water	
6681R	Tap Fees	\$ 500
668AR	Water Sales	35,392
668BR	Water Availability Fee	28,944
668FR	Late/Reconnect Fee	1,100
9901R	Fund Balance Appropriated	5,400
	Total Revenues	\$ 71,336
	257 - Eastover Sanitary District Debt Service	
9135R	Transfer from ESD General Fund 252	\$ 784,582
	420 - Recreation Fund	
1000R	Taxes Current Year	\$ 4,076,510
1010R	Motor Vehicle Tax Current Year	227,533
1011R	Motor Vehicle Tax DOT	126,754
1101R	Taxes 1st Prior Year	27,568
1102R	Taxes 2nd Prior Year	4,276
1115R	Motor Vehicle Tax 1st Prior	45,325
1116R	Motor Vehicle Tax 2nd Prior	1,529
1220R	Interest	13,517
1230R	Late Listing Penalty	<u>7,332</u>
	Total Revenues	\$ 4,530,344
	430 - Juvenile Crime Prevention	
432JR	NC Foster Care Board	\$ 236,999
4382R	NC JCP Dispute Resolution	53,936
4386R	NC JCP Restitution	87,672

4387R	NC JCP CONNECT	10,868
438AR	NC JCP Find-A-Friend	59,813
438CR	NC JCP Intensive Services	65,166
438DR	NC JCP JAC	251,750
438FR	JCP Find-A-Friend GATE	50,358
438PR	NC JCP Families & Courts Together (FACT)	139,921
4399R	NC JCP Residential Group Home	293,855
6694R	JAC In-Kind	29,790
6696R	Staff Support	15,500
669AR	Find-A-Friend In-Kind	52,738
669CR	Restitution In-Kind	13,151
669FR	Dispute Resolution In-Kind	18,240
669WR	In-Kind Families & Courts Together (FACT)	9,724
9110R	Transfer From General Fund	393,473
9901R	Fund Balance Appropriated	119,047
	Total Revenues	\$ 1,902,001
	446 - County Community Development	
4072R	CD Emergency Solutions Grant	\$ 150,000
4539R	CDBG Entitlement	795,714
4624R	Program Income Economic Development	35,000
4625R	Program Income Housing Rehabilitation	165,000
9110R	Transfer From General Fund	70,000
	Total Revenues	\$ 1,215,714
	447 - Community Development Home	
4538R	H.O.M.E Grant	\$ 288,096
4625R	Program Income Housing Rehabilitation	40,000
4628R	Program Income 1st Time Home	60,000
462AR	Program Income Afford Housing	100,000
9110R	Transfer From General Fund	64,822
	Total Revenues	\$ 552,918
	448 - Com Dev Support Housing	
4535R	HUD Grant NC-19B95-0644	\$ 148,807
7670R	Miscellaneous	30,000
	Total Revenues	\$ 178,807
	449 - PATH	
4205R	NC Path Grant	\$ 222,208
9128R	Transfer from Fund 101	75,437
	Total Revenues	\$ 297,645
	451 - Transit Planning NC91-08-010	
4004R	Federal Transit Planning	\$ 73,416
4540R	Transit Planning	9,177
4632R	Fayetteville Planning Dept	4,946
4640R	Other Municipalities Planning	2,524
6664R	Planning Dept In-Kind	1,707
	Total Revenues	\$ 91,770
	452 - US DOT 104 (F)	
4541R	NC DOT Grant PI 112	\$ 798,916
4632R	Fayetteville Planning Department	100,916
4634R	Fayetteville In Kind	12,500
4640R	Other Municipalities Planning	51,487
6664R	Planning Dept In-Kind	34,826
	Total Revenues	\$ 998,645
	454 - NC Elderly-Handicapped Transportation	
4361R	NC Workfirst Transportation	\$ 89,869
453DR	NC RGP Grant	175,051
4545R	EDTAP Funds	150,182
4546R	5310 Grant Non Medical Transportation	225,000
4547R	5316 Grant Jobs Access Reverse Commute	50,000
4548R	NC CTP Grant	67,605
460UR	Transportation Reimbursement	192,124
6698R	Local In-kind Services	35,000

9110R	Transfer From General Fund		<u>102,750</u>
	Total Revenues		\$ 1,087,581
	469 - Special Fire District Tax		
1000R	Taxes Current Year		\$ 748,743
1011R	Motor Vehicle Tax DOT		69,912
1101R	Taxes 1st Prior Year		9,379
1102R	Taxes 2nd Prior Year		1,369
1115R	Motor Vehicle Tax 1st Prior		12,406
1220R	Interest		2,460
1230R	Late Listing Penalty		1,721
7002R	Interest Income		<u>250</u>
	Total Revenues		\$ 846,240
	470 - Beaver Dam Fire District		
1000R	Taxes Current Year		\$ 120,285
1011R	Motor Vehicle Tax DOT		11,313
1101R	Taxes 1st Prior Year		2,793
1102R	Taxes 2nd Prior Year		630
1115R	Motor Vehicle Tax 1st Prior		2,000
1220R	Interest		\$ 1,119
1230R	Late Listing Penalty		<u>250</u>
	Total Revenues		\$ 138,390
	472 - Bethany Fire District		
1000R	Taxes Current Year		\$ 181,230
1011R	Motor Vehicle Tax DOT		22,430
1101R	Taxes 1st Prior Year		2,672
1102R	Taxes 2nd Prior Year		840
1115R	Motor Vehicle Tax 1st Prior		3,038
1220R	Interest		1,448
1230R	Late Listing Penalty		<u>286</u>
	Total Revenues		\$ 211,944
	473 - Bonnie Doone Fire District		
1000R	Taxes Current Year		\$ 3,021
1011R	Motor Vehicle Tax DOT		<u>63</u>
	Total Revenues		\$ 3,084
	474 - Cotton Fire District		
1000R	Taxes Current Year		\$ 756,784
1011R	Motor Vehicle Tax DOT		47,082
1101R	Taxes 1st Prior Year		5,746
1102R	Taxes 2nd Prior Year		956
1115R	Motor Vehicle Tax 1st Prior		8,397
1220R	Interest		2,944
1230R	Late Listing Penalty		<u>1,739</u>
	Total Revenues		\$ 823,648
	476 - Cumberland Road Fire District		
1000R	Taxes Current Year		\$ 450,230
1011R	Motor Vehicle Tax DOT		39,119
1101R	Taxes 1st Prior Year		4,645
1102R	Taxes 2nd Prior Year		826
1115R	Motor Vehicle Tax 1st Prior		7,392
1220R	Interest		2,574
1230R	Late Listing Penalty		<u>500</u>
	Total Revenues		\$ 505,286
	478 - Eastover Fire District		
1000R	Taxes Current Year		\$ 165,989
1011R	Motor Vehicle Tax DOT		13,746
1101R	Taxes 1st Prior Year		2,455
1102R	Taxes 2nd Prior Year		348
1115R	Motor Vehicle Tax 1st Prior		1,682
1220R	Interest		844
1230R	Late Listing Penalty		<u>750</u>
	Total Revenues		\$ 185,814

		480 - Godwin Falcon Fire District		
1000R		Taxes Current Year		\$ 75,462
1011R		Motor Vehicle Tax DOT		6,899
1101R		Taxes 1st Prior Year		1,059
1102R		Taxes 2nd Prior Year		331
1115R		Motor Vehicle Tax 1st Prior		940
1220R		Interest		592
1230R		Late Listing Penalty		<u>150</u>
		Total Revenues		\$ 85,433
		482 - Grays Creek Fire District		
1000R		Taxes Current Year		\$ 621,076
1011R		Motor Vehicle Tax DOT		69,576
1101R		Taxes 1st Prior Year		8,000
1102R		Taxes 2nd Prior Year		2,000
1115R		Motor Vehicle Tax 1st Prior		10,000
1220R		Interest		4,200
1230R		Late Listing Penalty		<u>800</u>
		Total Revenues		\$ 715,652
		484 - Lafayette Village Fire Dist		
1000R		Taxes Current Year		\$ 40
		486 - Lake Rim Fire District		
1000R		Taxes Current Year		\$ 5,550
1010R		Motor Vehicle Tax Current Year		237
1101R		Taxes 1st Prior Year		200
1115R		Motor Vehicle Tax 1st Prior		50
1220R		Interest		20
1230R		Late Listing Penalty		<u>30</u>
		Total Revenues		\$ 6,087
		490 - Manchester Fire District		
1000R		Taxes Current Year		\$ 74,450
1011R		Motor Vehicle Tax DOT		10,204
1101R		Taxes 1st Prior Year		1,876
1102R		Taxes 2nd Prior Year		300
1115R		Motor Vehicle Tax 1st Prior		1,400
1220R		Interest		670
1230R		Late Listing Penalty		<u>200</u>
		Total Revenues		\$ 89,100
		492 - Pearces Mill Fire District		
1000R		Taxes Current Year		\$ 698,347
1011R		Motor Vehicle Tax DOT		72,145
1101R		Taxes 1st Prior Year		4,755
1102R		Taxes 2nd Prior Year		878
1115R		Motor Vehicle Tax 1st Prior		\$ 15,553
1220R		Interest		4,043
1230R		Late Listing Penalty		<u>1,200</u>
		Total Revenues		\$ 796,921
		494 - Stedman Fire District		
1000R		Taxes Current Year		\$ 121,955
1011R		Motor Vehicle Tax DOT		13,862
1101R		Taxes 1st Prior Year		1,707
1102R		Taxes 2nd Prior Year		521
1115R		Motor Vehicle Tax 1st Prior		1,797
1220R		Interest		864
1230R		Late Listing Penalty		<u>103</u>
		Total Revenues		\$ 140,809
		495 - Stoney Point Fire District		
1000R		Taxes Current Year		\$ 826,407
1011R		Motor Vehicle Tax DOT		50,792
1101R		Taxes 1st Prior Year		4,349
1102R		Taxes 2nd Prior Year		742
1115R		Motor Vehicle Tax 1st Prior		7,265

1220R	Interest		2,765
1230R	Late Listing Penalty		<u>559</u>
	Total Revenues	\$	892,879
	496 - Vander Fire District		
1000R	Taxes Current Year	\$	798,119
1011R	Motor Vehicle Tax DOT		50,884
1101R	Taxes 1st Prior Year		9,288
1102R	Taxes 2nd Prior Year		1,606
1115R	Motor Vehicle Tax 1st Prior		11,134
1220R	Interest		5,135
1230R	Late Listing Penalty		<u>750</u>
	Total Revenues	\$	876,916
	498 - Wade Fire District		
1000R	Taxes Current Year	\$	75,982
1011R	Motor Vehicle Tax DOT		6,740
1101R	Taxes 1st Prior Year		1,000
1102R	Taxes 2nd Prior Year		300
1115R	Motor Vehicle Tax 1st Prior		800
1220R	Interest		540
1230R	Late Listing Penalty		<u>200</u>
	Total Revenues	\$	85,562
	499 - Westarea Fire District		
1000R	Taxes Current Year	\$	1,081,293
1011R	Motor Vehicle Tax DOT		73,637
1101R	Taxes 1st Prior Year	\$	11,300
1102R	Taxes 2nd Prior Year		2,502
1115R	Motor Vehicle Tax 1st Prior		11,400
1220R	Interest		3,800
1230R	Late Listing Penalty		<u>1,100</u>
	Total Revenues	\$	1,185,032
	620 - Crown Center Fund		
6702R	Auditorium Building Rent	\$	643,738
6706R	Auditorium Recovered Expense		243,226
6710R	Auditorium Facility Surcharge		393,309
6714R	Auditorium Miscellaneous		89,000
6715R	Auditorium Ticket Rebates		115,580
6718R	Auditorium Concessions		448,360
6720R	Auditorium Marketing Revenue		119,583
9124R	Transfer from Food & Beverage Tax Fund 114		<u>2,868,291</u>
	Total Revenues	\$	4,921,087
	621 - Civic Center Motel Tax		
2600R	Room Occupancy Tax Auditorium	\$	1,211,156
7002R	Interest Income		796
9901R	Fund Balance Appropriated		<u>12,116</u>
	Total Revenues	\$	1,224,068
	623 - Debt Service - Crown		
9124R	Transfer from Food & Beverage Tax Fund 114	\$	2,503,332
9139R	Transfer from Hotel/Motel Fund 621		<u>1,224,068</u>
	Total Revenues	\$	3,727,400
	625 - Solid Waste		
1220R	Interest	\$	22,854
1600R	Solid Waste User Current		4,692,740
1601R	Solid Waste User 1 Prior		55,071
1602R	Solid Waste User 2 Prior		9,712
1610R	Solid Waste User All Prior		6,762
4590R	NC Tire Disposal		306,412
4591R	NC White Goods Disposal		109,460
4598R	NC Solid Waste Disposal Tax		69,837
459DR	Electronics Management Program		22,124
5920R	Gas Extraction Lease		11,388
6150R	Solid Waste Allocated		176,254

6151R	Solid Waste Services-County		303,629
6155R	Sale Of Recyclable Materials		520,492
6170R	Commercial Garbage Fees		1,917,993
7002R	Interest Income		64,231
7666R	Environmental Enforcement		6,000
7670R	Miscellaneous		2,021
9901R	Fund Balance Appropriated		\$ 11,454,242
	Total Revenues		\$ 19,751,222
	630 - General Litigation Fund		
7002R	Interest Income		\$ 800
9110R	Transfer From General Fund		102,200
	Total Revenues		\$ 103,000
	824 - Tourism Development Authority		
1225R	Interest & Penalty - Food & Occupancy		\$ 30,000
2602R	Room Occupancy Tax Tourism		4,940,477
2605R	Room Occupancy Tax All Prior		29,523
	Total Revenues		\$ 5,000,000
	850 - Inmate Welfare Fund		
7002R	Interest Income		\$ 50
7621R	Commissions Telephone		170,000
7622R	Sales Canteen		484,798
7670R	Miscellaneous		5,000
	Total Revenues		\$ 659,848
	870 - Leo Special Separation Allow		
4618R	Contributions to LEO		\$ 485,097
7002R	Interest Income		900
	Total Revenues		\$ 485,997
	875 - Cumberland Cemetery Trust		
7002R	Interest Income		\$ 100
7665R	Burial Fees		2,700
	Total Revenues		\$ 2,800
	Multi-Year Capital Project Funds		
	002 - Detention Facility		
1000R	Taxes Current Year		\$ 3,467,615
1010R	Motor Vehicle Tax Current Year		274,933
7685R	Sales Tax Contractors		180,675
9110R	Transfer from General Fund		11,088,343
	Total Revenues		\$ 15,011,566
	007 - Landfill Cell Construction		
7002R	Interest Income		\$ 64,550
9142R	Transfer from Fund 615		7,803,444
9197R	Prior Year Transfer from Solid Waste Fund 625		591,221
	Total Revenues		\$ 8,459,215
	012 - Eastover Sanitary District Sewer Project		
9135R	Transfer from Eastover Sanitary District General Fund 252		\$ 50,000
	016 - Western Branch Library		
9110R	Transfer From General Fund		\$ 402,962
9215R	Sale Of COPS		5,285,165
9292R	Premium on COPS Sold		29,059
	Total Revenues		\$ 5,717,186
	017 - Grays Creek Middle School		
7002R	Interest Income		\$ 216,033
7685R	Sales Tax Contractors		321,014
9205R	Installment/Purchase Revenue		20,000,000
	Total Revenues		\$ 20,537,047
	018 - New Century Elementary School		
7002R	Interest Income		\$ 59,620

7685R	Sales Tax Contractors	218,703
9215R	Sale Of COPS	17,139,835
9292R	Premium on COPS Sold	99,693
	Total Revenues	\$ 17,517,851
	021 - QSCB New Century Middle School	
7002R	Interest Income	\$ 11,997
9115R	Tnf from County School Fund 106	2,816,930
9138R	Transfer from 2009 QSCB Projects Fund 019	418,718
9215R	Sale Of COPS	14,805,000
	Total Revenues	\$ 18,052,645
	022 - Southpoint Water & Sewer	
4555R	NC Drinking Water Grant	\$ 432,642
9205R	Installment/Purchase Revenue	108,160
	Total Revenues	\$ 540,802
	023 - Overhills Sewer Project	
4008R	USDA Rural Development Grant	\$ 2,503,000
9110R	Transfer From General Fund	99,500
9296R	Bond Anticipation Note Sale	819,000
	Total Revenues	\$ 3,421,500
	024 - Bragg Estates Sewer Project	
9110R	Transfer From General Fund	\$ 33,000
	Total All Funds	\$ 502,957,635

Attachment D		
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	\$100 abandonment C.C. Sec. 3-23
	offense then double if cited for a second offense and triple	\$100 bite off property C.C. Sec 3-19
	for a third offence if charged/cited with same calendar year	\$100 cruelty C.C. Sec 3-23
		\$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
Board of Elections	Filing Fees:	
	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
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>	<i>Refer to Exhibit #1(Exhibit #1 available in County Finance Department)</i>

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	Health Service fee schedule is voluminous. Refer to Exhibit #3 of this document for the Health Fee structures.	<i>Refer to Exhibit #3 (Exhibit #3 available in County Finance Department)</i>
Library	Late renewal fee	\$0.20 per day per item with a maximum charge of \$5.00
	(for all materials except the Playaway Views)	per item per transaction, and fees are not collected until
		the fee reaches \$1.00 per item.
	Late renewal fee	\$1.00 per day per item with a maximum charge of \$25.00 per item
	<i>(Playaway Views only)</i>	per transaction
	Library card	\$25 non-resident fee
	Lost library card	\$2
	Discard book sale	\$2 or \$3 (depending on the book)
	Lost or Stolen Items:	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	\$5
	non-fiction) and board books	
	Music CD	\$15
	DVD	\$20
	Audio Book (CD Only)	\$35
	PlayawayViews	\$100
	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	Ordinances:	
Inspections	County Zoning Ordinance	\$500 fine /day
	Municipalities:	
Central Permitting	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
	Copies:	
	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
	Location Services and Sign Shop Fees:	
	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
	In addition to the fees listed above please	<i>Refer to Exhibit #4 (Exhibit #4 available in County Finance Department)</i>
	Refer to Exhibit #4 of this document	
	for the Inspection Fee structures.	
Public Information		\$.10 per page Color
Public Utilities	Water Fees/Charges	See attached document
		<i>Refer to Exhibit #2 (Exhibit #2 available in County Finance Department)</i>
Register of Deeds	Deeds and Other Instruments:	
	(except plats, deeds of trust, and mortgages)	
	Up to 15 pages	\$26
	Each additional page	\$4
	Additional fee for each multiple instrument	\$10
	Deed of Trust and Mortgages:	
	Up to 15 pages	\$56
	Each additional page	\$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
	UCC (Fixture Filing):	
	1 to 2 pages	\$38
	3 to 10 pages	\$45 (up to 10 pages)

	Each additional page over 10 pages	\$2
	Filed electronically if permitted	\$30
	Response to written request for information	\$38
	Response to electronic request if permitted	\$30
	Copy of statement	\$2 each page
	Vital Record Fees:	
	Marriage licenses	\$60
	Delayed marriage certificate, with one certified copy	\$20
	Application or license correction with one certified copy	\$10
	Marriage license certified copy	\$10
	Other Records:	
	Recording military discharge	No Fee
	Military discharge certified copy as authorized	No Fee
	Birth certificate certified copy	\$10
	Birth certificate Legitimations	\$25
	Birth certificate Amendments	\$25
	Delayed Births:	
	Birth certificate after one year or more for same county	\$20
	with one certified copy	
	Papers for birth certificate in another county	\$10
	one year or more after birth	
	Birth certificate for papers from another county	\$10
	one year or more after birth	
	Other Services:	
	Death certificate certified copy	\$10
	Birth record amendment	\$10
	Death record amendment	\$10
	Legitimations	\$10
	Uncertified copies	Cost as posted
	Notary public oath	\$10
	Notary authentications	\$5 per notary page
	Comparing copy for certification	\$5
	State vital records automated search	\$14
	State vital records automated search copy	\$10
	Miscellaneous services	Cost as posted
Sheriff	Concealed Weapons Fees:	
	First application	\$80
	Renewal	\$75
	Retired LEO application	\$45
	Retired LEO application renewal	\$40
	Duplicate	\$15
	Concealed handgun fingerprint	\$10
	Pistol handgun purchase permit fee	\$5/permit
	Civil Process Fees:	
	Uniform	\$30

	Out-of-State	\$50
	Miscellaneous Fees:	
	Background check	\$8
	Fingerprint fee	\$12
	Initial application fee for wrecker inspection	\$100 + \$100 per wrecker
	Annual inspection and renewal	\$50 + \$100 per wrecker
	Administrative dispatch fee	\$15
	Precious Metal Permit Fees:	
	Dealer/co-owner	\$180
	Special occasion dealer	\$180
	Employee permit	\$60
	Employee renewal permit fee	\$3
	Detention Center Inmate Fee Schedule	
	Administrative Fees:	
	I.D. Cards	\$5
	Notary Fee	\$3
	Checks to release funds for non-court related purposes	\$5
	purposes	
	Damage to County property other than normal wear and tear:	
	Writing or drawing on walls	\$12
	Damage to walls or other surfaces requiring painting	\$20
	Damage to sprinkler heads resulting in activation	\$500
	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
	Medical and Dental Services:	
	Nurse - sick call	\$5
	Physician - sick call	\$10
	Dental Service	\$10
	Psychiatric Service	\$10
	X-Ray	\$5
	Prescriptions	\$2 per prescription
	Over the counter medications:	
	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 denture 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	Adoption Services:	
	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
	Other Fees:	
	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	Rain barrel	\$35
Conservation District		
	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	Solid Waste Disposal Fees:	
	Household Fees	\$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	See Tipping Fees
	SW User Fee annually are considered commercial	
	and therefore pay for all debris brought to the landfill	
	Pick-up trucks, cars, SUVs, and vans not pulling a	\$20 (flat rate fee)
	a trailer	
	(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)	
	⌘ 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):	
	*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
	Designated Recyclable Materials Only	No Charge
	Sale of Mulch:	
	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
	⌘ Sale of Crushed Rock:	\$14 per ton
	⌘ Illegal Dumping/Littering:	
	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
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)

Ms. Cannon recognized Melissa Cardinali, Finance Director, who stated the Board of Commissioners approved the FY15 recommended budget at its June 10th meeting. Ms. Cardinali referenced Attachment A-Adjustments to the FY15 Recommended Budget and stated the adjustments are primarily the result of capturing actual data in place of estimates. Ms. Cardinali stated to the Detention Center Expansion Fund has not changed and is open so paperwork can be resolved in the next fiscal year. Ms. Cardinali also stated the \$3 million adjustment to the General Fund beyond the recommended budget the Board approved on June 10th will allow the county to fund the purchase of a building for Fayetteville Technical Community College (FTCC). Ms. Cardinali stated this adjustment will authorize the use of Fund Balance until such time as the county can enter into an installment purchase contract to borrow these funds. Ms. Cardinali stated the FTCC Board of Trustees at an earlier meeting today approved the purchase of property not to exceed \$2.9 million pending the result of property appraisal, which will available later in the week. Ms. Cardinali stated earlier in the month she advised FTCC that the county would need the appraisal in order to proceed with the project so FTCC is aware of the county's expectation. Ms. Cardinali stated an environmental assessment has been completed and there were no findings. Ms. Cardinali stated her recommendation is that these adjustments be approved and that this one item of \$3 million for FTCC be approved contingent upon the appraisal being equal to or greater than the purchase price of the building. Ms. Cannon and Ms. Cardinali responded to questions.

MOTION: Commissioner Faircloth moved to adopt the FY2015 Cumberland County Budget Ordinance with \$3 million to fund the purchase of an FTCC building contingent on the appraisal being equal to or greater than the purchase price.

SECOND: Commissioner Keefe

DISCUSSION: Commissioner King asked what would happen if the appraisal came back less than the purchase price. Ms. Cardinali stated the county would not be able to fund the purchase the building for FTCC and she believes she has made that clear during conversations with FTCC.

VOTE: PASSED (5-2) (Commissioners Melvin, Edge, Council, Faircloth and Keefe voted in favor; Commissioners Evans and King voted in opposition)

7. Nominations to Boards and Committees

A. Joint Appearance Commission (1 Vacancy)

Commissioner Edge nominated Sheila Wilson.

8. Appointments to Boards and Committees

A. Cumberland County Juvenile Crime Prevention Council (JCPC) (1 Vacancy)

United Way or Non-Profit:

Nominee: Linda Blanton (Reappointment)

MOTION: Commissioner Faircloth moved to appoint Linda Blanton to the Cumberland County Juvenile Crime Prevention Council.

SECOND: Commissioner Keefe

VOTE: UNANIMOUS (7-0)

B. Parks and Recreation Advisory Board (2 Vacancies)

Nominees: Scott Pope
Ashley Hankins

Commissioner Evans nominated Stacy Carr to serve on the Parks and Recreation Advisory Board.

Chairman Council asked each commissioner to vote for two of the three nominees.

Commissioners Evans, Melvin, Edge, Council, Faircloth, Keefe and King voted in favor of Scott Pope.

Commissioners Evans, Melvin, Council, Faircloth and King voted in favor of Stacy Carr.

Commissioners Edge and Keefe voted in favor of Ashley Hankins.

Chairman Council stated that the two nominees receiving the most votes and being appointed to the Parks and Recreation Advisory Board are Scott Pope and Stacy Carr.

MOTION: Commissioner Edge moved to recess the Cumberland County Board of Commissioners' meeting and convene the meeting of the Overhills Water and Sewer District Governing Board.

SECOND: Commissioner Melvin

VOTE: UNANIMOUS (7-0)

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

1. Consent Agenda

A. Approval of Agenda

B. Approval of Minutes of April 14, 2014 Meeting

C. Approval of Engineering Agreement with McGill Associates, P.A. for the Overhills Sewer Project

BACKGROUND:

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/PROPOSED ACTION:

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 associated budget revisions to establish an initial project budget for the Overhills Park Water and Sewer Project.

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

There were no other matters of business.

MOTION: Chairman Council moved to adjourn the meeting of the Overhills Water and Sewer District governing board.

SECOND: Commissioner Edge

VOTE: UNANIMOUS (7-0)

Chairman Council reconvened the Cumberland County 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)

MOTION: Chairman Council moved to go into closed session for Economic Development Matter(s) pursuant to NCGS 143-318.11(a)(4) and for Personnel Matter(s) pursuant to 143-318.11(a)(6).

SECOND: Commissioner Faircloth

VOTE: UNANIMOUS (7-0)

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

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

There being no further business, the meeting adjourned at 8:45 p.m.

Approved with/without revision:

Respectfully submitted,

Candice H. White
Clerk to the Board