
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE – ROOM 118
MARCH 1, 2010
9:00 AM

INVOCATION - Commissioner Billy King, Chairman

Minister - Reverend William L. Neill
Pastor of Mt. Zion AME Zion Church, Eastover, NC

PLEDGE OF ALLEGIANCE –

Appointment and Administration of Oath of Office to Phillip Gilfus to Vacant At-Large Board of Commissioner Seat by District Court Judge Talmage Baggett

Special Recognition of Former Commissioner Dr. J. Breeden Blackwell

Special Recognition to Meme Diaz, Income Maintenance Caseworker in the Children Services Section for winning both the North Carolina Social Services Association's (NCSSA) South Central District Member of the Year and the State Member of the Year Awards

Recognition of Outgoing Board Members:

Carolyn Tracey – Senior Citizens Advisory Commission

Recognition of Retired Cumberland County Employees:

Mary "Lee" Roberts – Department of Social Services
Legrand Hucks – Maintenance – Public Buildings & Grounds
Flavia Thompson – Cumberland County Public Library

1. Approval of Agenda

2. Consent Agenda

- A. Approval of minutes for the February 6, 2010 regular meeting (rescheduled from February 1, 2010), the February 6, 2010 Special Planning Session and the February 16, 2010 Special Public Safety Task Force Meeting and the February 16, 2010 regular meeting.
- B. Approval of Declaration of Surplus County Property and Authorization to Accept Insurance Settlement.
- C. Approval of Architectural Agreement for Mechanical, Electrical, Plumbing and Life Safety Upgrades for Crown Arena and Theater.
- D. Approval of Proposed Changes in Vaccination Fees – Rabies Vaccinations for Animals.
- E. Approval to Set or Increase Fees for Private Purchased Vaccines.
- F. Approval of Health Department Delinquent Accounts to be Written Off and/or Turned Over to Collectors.
- G. Approval of Offer to Purchase by Cyril Escourse from Community Development Department of a House Located at 911 West Mountain Drive, Fayetteville and to Publish Notice of Upset Bid.
- H. Approval of a Proclamation in Honor of Dr. Valeria Fleming.
- I. Budget Revisions:
 - (1) Health
 - a. Health Promotion - Revision in the amount of \$500 to budget funding from Kohl's for a "Safety for Children Grant." (B10-244) **Funding Source – Grant**
 - b. Pharmacy/Child Health/Adult Health – Revisions in the total amount of \$177,512 to budget additional fees for vaccinations. (B10-273 thru B10-273B) **Funding Source – Fees**
 - c. Women's, Infant's and Children – Revision in the amount of \$13,598 to budget additional state funding. (B10-275) **Funding Source - State**

(2) Sheriff

- a. Law Enforcement - Revision in the amount of \$2,512 to establish a new Crossing Guard/Traffic Control Officer for W.T. Brown Elementary. (B10-267) **Funding Source – Board of Education**
- b. Revision in the amount of \$21,705 to budget insurance proceeds for the replacement of one law enforcement vehicle. (B10-271) **Funding Source – Insurance Proceeds**

(3) School Capital Outlay

- a. Category I–Buildings - Revision in the amount of \$3,064,000 to appropriate fund balance for expenditures approved by the Cumberland County Board of Education. (B10-242) **Funding Source – Sales Tax Fund Balance**
- b. Category II–Equipment – Revision in the amount of \$2,345,000 to appropriate fund balance for expenditures approved by the Cumberland County Board of Education. (B10-242A) **Funding Source – Sales Tax Fund Balance**
- c. Category III–Vehicles - Revision in the amount of \$180,000 to appropriate fund balance for expenditures approved by the Cumberland County Board of Education. (B10-242B) **Funding Source – Sales Tax Fund Balance**

(4) Mental Health

- a. Child and Youth Contracts - Revision in the amount of \$100,322 to reconcile budget with state funding reclassification of \$90,000, additional funding of \$58,322 and appropriate fund balance for \$42,000. (B10-245) **Funding Source – State and Mental Health Fund Balance**
- b. Treatment Alternative to Street Crime – Revision in the amount of \$131,660 to reconcile budget with state funding reduction of \$141,660 and appropriate fund balance for \$10,000. (B10-246) **Funding Source – State and Mental Health Fund Balance**

- c. Substance Abuse Contracts – Revision in the amount of \$485,132 to reconcile budget with state funding reclassifications of \$13,231, additional funding of \$333,422 and appropriate fund balance for \$151,710. (B10-247) **Funding Source - State and Mental Health Fund Balance**
- d. Developmentally Disabled Contracts – Revision in the amount of \$15,000 to budget additional state funding. (B10-248) **Funding Source – State**
- e. Developmentally Disabled Contracts – Revision in the amount of \$171,927 to reconcile budget with state funding reclassifications of \$3,073, additional funding of \$11,927 and appropriate fund balance for \$160,000. (B10-249) **Funding Source - State and Mental Health Fund Balance**
- f. Adult Contracts – Revision in the amount of \$16,228 to reconcile budget with state reduction of \$289,514 and appropriate fund balance for \$273,286. (B10-250) **Funding Source – State and Mental Health Fund Balance**
- g. Adult Homeless – Revision in the amount of \$8,013 to budget additional federal funding for the NC Path Grant. (B10-251) **Funding Source – Federal**
- h. Mental Health Department – Revision in the amount of \$34,410 to budget reduction in state funding. (B10-252) **Funding Source – State**
- i. MRMI – Revision to reconcile the reclassification of state funding \$538,290, the reduction in funding of \$200,000 and appropriate fund balance for \$200,000. (B10-253) **Funding Source – State and Mental Health Fund Balance**

(5) Lake Rim Fire District

Revision in the amount of \$4,000 to increase contract for additional revenue anticipated for the remainder of fiscal year. (B10-258) **Funding Source – Lake Rim Fire District Taxes**

(6) Westarea Fire District

Revision in the amount of \$75,000 to increase contract for additional revenue anticipated for the remainder of fiscal year. (B10-257) **Funding Source – Westarea Fire District Taxes**

(7) Workforce Development

- a. In-School Youth (70%) - Revision in the amount of \$166,558 to reconcile budget with state funding. (B10-265) **Funding Source – State**
- b. Out-of-School Youth (30%) – Revision in the amount of \$50,087 to reconcile budget with state funding. (B10-266) **Funding Source – State**

(8) Transportation 5310 Grant

Revision in the amount of \$350,000 to establish budget for a new State Grant in the amount of \$315,000 and the required match as In-Kind of \$35,000. (B10-260) **Funding Source – State and In-Kind**

(9) Community Transportation Program/Planning

Revision in the amount of \$1,991 to reallocate budgeted expenditures from Planning to Community Transportation to increase a position from 20 hours to 30 hours per week. (B10-272) **Funding Source – Reallocation of Budgeted Expenditures**

(10) Senior Aides Consolidation Appropriations Act of 2010/General Government Other

Revisions in the total amount of \$417,920 to establish a new Senior Aides Grant with state funding (\$369,258), in-kind match (\$14,095) and appropriate General Fund fund balance for the required match (\$34,567). (B10-274 and B10-274A) **Funding Source – State, In-Kind, General Fund Fund Balance**

(11) Recreation and Parks

Revision in the amount of \$500,000 to recognize additional revenue expected to be earned. (B10-276) **Funding Source – Recreation Taxes**

Items of Business

3. Consideration of Selection of Architect for Old Public Health Center Renovation Project.
4. Nominations to Boards and Committees
 - A. Mid-Carolina Aging Advisory Committee (1 Vacancy)
5. Appointments to Boards and Committees
 - A. Adult Care Home Community Advisory Committee (1 Vacancy)

Nominee: Jacqueline Wolfe (Reappointment)
 - B. Air Quality Stakeholders' Committee (1 Vacancy)

Nominee: Alderman Debora Hudson
 - C. Board of Health (1Vacancy)

Nominee: Registered Nurse: Pamela Pollock
 - D. Community Child Protection/Fatality Prevention Team (1Vacancy)

Nominee: At-Large: Catherine Lesica
 - E. Equalization and Review Board (3 Vacancies)

Nominees: Appraiser: Steven A. Parson (Reappointment)

At-Large: David Duria

Industrialist: W. Carroll Beard, Jr. (Reappointment)

F. Tourism Development Authority (1 Vacancy)

Nominee:

Hotel/Motel Over 100 Rooms Representative: Vivek Tandon (Reappointment)

6. Appointment of Equalization and Review Board Chairman, First Vice Chairman and Second Vice Chairman

<u>Nominees:</u>	<u>Chairman:</u>	Carroll Beard, Jr.
	<u>First Vice Chairman:</u>	George Turner
	<u>Second Vice Chairman:</u>	Kathy Olsen

7. Closed Session: If Needed

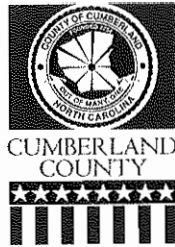
ADJOURN

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

MEETINGS: April 6, 2010 (Tuesday) - 9:00 AM
April 19, 2010 (Monday) - 6:45 PM
May 3, 2010 (Monday) – 9:00 AM
May 17, 2010 (Monday) – 6:45 PM

I want to extend a heartfelt congratulations to Meme Diaz, Income Maintenance Caseworker in the Children Services Section for winning both the North Carolina Social Services Association's (NCSSA) South Central District Member of the Year and their State Member of the Year awards. The awards were present to Meme at the Critical Needs Conference held last week on Raleigh. The conference was sponsored by the Social Services Consortium which is made of the NC Association of County Directors of Social Services, NC Association of Boards of Social Services and NC Social Services Association. Meme was nominated by our local chapter of NCSSA which is made up of Cumberland County DSS employees. She was nominated for her tireless work in promoting the importance of this organization and work they do on behalf of social services employees as well as recruiting members. Please join me in congratulating Meme; we are so proud of her!!

Brenda Reid Jackson, Director
Cumberland County Department of Social Services
Post Office Box 2429
Fayetteville, North Carolina 28302-2429
Phone: 910-677-2035
Fax: 910-677-2801
ss1@ccdssnc.com



ITEM NO. 2B

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: February 19, 2010

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

BACKGROUND

DATE OF ACCIDENT	December 20, 2009
VEHICLE	2008 Ford Crown Victoria
VIN	2FAHP71V18X166354
FLEET #	FL192
MILEAGE	59,460
DEPARTMENT	Sheriff's Office
SETTLEMENT OFFER	\$10,442.68
INSURANCE COMPANY	Travelers

This is a total loss settlement offer.

RECOMMENDATION/PROPOSED ACTION

Management recommends that the Board of Commissioners:

1. declare the vehicle described above as surplus
2. authorize the Risk Manager to accept \$10,442.68 as settlement
3. allow Travelers Insurance to take possession of the wrecked (surplus) vehicle.

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Travelers
Michael Maystadt
215 Shuman Blvd.
Naperville IL 60563-7095
630-961-7428 Office
877-795-9975 Fax

February 17, 2010

Cumberland County
Attn Chico Silman
P. O. Box 1829
Fayetteville, NC 28302

RE: Our Claim No.: EHE0366-001
Date of Loss: 12/20/2009

To whom it may concern;

We have determined the actual cash value of your total loss vehicle (2008 Ford Crown Victoria Police, VIN #2FAHP71V18X166354) from CCC, a computerized valuation service, using current market data. The actual cash value of your vehicle, including options, has been determined to be:

Actual cash value:	\$11056.00
Taxes:	331.68
Fees:	55.00
Deductible:	- 1000.00
Total Settlement:	\$10442.68

In order for the Saint Paul Fire and Marine Insurance Company ("Travelers") to comply with the salvage title law, this offer of settlement is contingent upon our receipt of the properly endorsed and notarized title. Such title must presently be issued in the name (s) of the person (s) to whom we are obligated to make payment. Our settlement check cannot be issued until we receive the lien free and notarized title from you.

Upon receipt of the correctly signed and notarized title and upon Travelers moving the loss vehicle to our salvage vendor a check will be sent to you as outlined above.

Very truly yours,

Michael Maystadt
mmaystad@Travelers.com

ROBERT N. STANGER, P.E.
County Engineer



SAM LUCAS
Engineering Technician 11
WAYNE DUDLEY, CFM
Engineering Technician 1

ENGINEERING DEPARTMENT

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

February 11, 2010

ITEM NO. 2C

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

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

THROUGH: AMY H. CANNON, ASSISTANT COUNTY MANAGER

SUBJECT: ARCHITECTURAL AGREEMENT FOR MECHANICAL, ELECTRICAL, PLUMBING AND LIFE SAFETY UPGRADES FOR CROWN ARENA AND THEATER

BACKGROUND:

In November 2009, the Board approved the Crown Arena & Theater Mechanical, Electrical, Plumbing and Life Safety Upgrade Project. The scope of the project includes:

Mechanical System Improvements: This involves demolition and removal of existing water cooled chiller, cooling tower, air handling units and associated chilled water piping and pumps. A new cooling system will be installed with air cooled chillers, ice storage tanks, pumps, chilled water piping, air handling units and associated controls incorporating Johnson Controls Metasys.

Mechanical Room: A new mechanical room will be constructed adjacent to the Theater stage of sufficient size to accommodate the new mechanical equipment. All outdoor equipment will be secured and visually screened.

Electrical: This involves demolition and removal of existing Federal Pacific switchgear and panels. A new electrical distribution system shall be installed including switchgear, panels, disconnects and starters. A new emergency generator will be installed to provide back-up electrical power primarily to the Arena and emergency lighting throughout.

Life Safety: This involves installing a new addressable analog fire alarm system to monitor the Arena and Theater.

Plumbing: This involves demolition and replacement of the domestic hot water storage tank and one sanitary sewage pump.

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Lighting: This involves demolition and replacement of the existing HID lighting system in the Arena with an energy efficient fluorescent lighting system.

Attached is the agreement with LSV Partnership to provide architectural and engineering services for this project. The scope of services includes design and preparation of contract documents for construction of the improvements outlined above, assisting the Owner with the formal bid process, and providing construction administration. The architect will also retain the services of an Asbestos Consulting & Testing Firm as an additional service. Compensation for services rendered is as follows:

Basic Services - Stipulated sum of \$350,000

Asbestos Consultant - Not-to-exceed amount of \$7,200

Reimbursable Expenses - Not-to-exceed amount of \$20,000

This project is being funded with Recovery Zone Economic Development Bonds and the Food and Beverage Tax. The County Attorney's office has reviewed the form of agreement for legal sufficiency.

RECOMMENDATION/PROPOSED ACTION:

The recommendation of the County Engineer and management is to:

1. Approve the agreement with LSV Partnership in the amount of \$377,200 for architectural and engineering services for the Crown Arena & Theater Mechanical, Electrical, Plumbing and Life Safety Upgrades Project.
2. Approve the attached budget revision.

The proposed action by the Board is to follow the staff recommendations.

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B10-261
Date Received	2/18/2010
Date Completed	

Fund No. 620 Agency No. 444 Organ. No. 4442

Organization Name: Crown Center

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9124	Transfer from Fund 114	2,663,185	377,200	3,040,385

Total 2,663,185 377,200 3,040,385

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3748	858	Arena/Theater Upgrades	0	377,200	377,200

Total 0 377,200 377,200

Justification:

Revision in the amount of \$377,200 to budget transfer from the Prepared Food & Beverage Tax Fund to provide funding for contract with LSV Partnership for architectural services for mechanical, electrical, plumbing, and life safety upgrades for the Crown Arena and Theater (This project was approved by the BOCC on November 16, 2009 with funding to come from prepared food & beverage taxes and upcoming issuance of Recovery Zone Economic Development Bonds).

Funding Source:

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

Fund Balance:

Submitted By: _____
Department Head

Date: _____

Reviewed By: Bob Tucher
Finance Department

Date: 2/18/10

Reviewed By: Amber Cannon
Assistant County Mgr

Date: 2/24/10

Approved By:

County Manager

Board of County Commissioners

Date: _____

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use

Budget Revision No. B10-261A

Date Received 2/18/2010

Date Completed

Fund No. 114 Agency No. 410 Organ. No. 4109

Organization Name: Prepared Food & Beverage Tax

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	82,775	377,200	459,975

Total 82,775 377,200 459,975

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3870	591	Transfer to Fund 620 (Crown Center)	2,663,185	377,200	3,040,385

Total 2,663,185 377,200 3,040,385

Justification:

Revision in the amount of \$377,200 to appropriate Prepared Food & Beverage Tax fund balance to budget transfer to Fund 620 (Crown Center) to provide funding for contract with LSV Partnership for architectural services for mechanical, electrical, plumbing, and life safety upgrades for the Crown Arena and Theater (This project was approved by the BOCC on November 16, 2009 with funding to come from prepared food & beverage taxes and upcoming issuance of Recovery Zone Economic Development Bonds).

Funding Source:

State: _____
Other: _____

Federal: _____
Fees: _____

Fund Balance:

County: _____ New: _____
Prior Year: _____

Other: _____

Submitted By: _____
Department Head

Date: _____

Reviewed By: Bob Tucker
Finance Department

Date: 2/18/10

Reviewed By: Amber Cullum
Assistant County Mgr

Date: 2/24/10

Approved By:

Date: _____

County Manager

Board of County
Commissioners

Date: _____

This **AGREEMENT** made as of the 1st day of March, 2010, by and between;

the Owner: The Cumberland County Board of Commissioners
 117 Dick Street
 Fayetteville, North Carolina 28302

and the Architect: The LSV Partnership Architects/Planners AIA
 P.O. Box 53713
 Fayetteville, NC 28305

for the following Project:

Design of renovations to the Crown Arena and Theater to include:

Mechanical System Improvements:

This involves demolition and removal of existing water cooled chiller, cooling tower, air handling units and associated chilled water piping and pumps. A new cooling system will be installed with air cooled chillers, ice storage tanks, pumps, chilled water piping, air handling units and associated controls incorporating Johnson Controls Metasys.

Mechanical Room:

A new mechanical room will be constructed adjacent to the Theater stage of sufficient size to accommodate the new mechanical equipment. All outdoor equipment will be secured and visually screened.

Electrical:

This involves demolition and removal of existing Federal Pacific switchgear and panels. A new electrical distribution system shall be installed including switchgear, panels, disconnects and starters. A new emergency generator will be installed to provide back-up electrical power primarily to the Arena and emergency lighting throughout.

Life Safety:

This involves installing a new addressable analog fire alarm system to monitor the Arena and Theater.

Plumbing:

This involves demolition and replacement of the domestic hot water storage tank and one sanitary sewage pump.

Lighting:

This involves demolition and replacement of the existing HID lighting system in the Arena with an energy efficient fluorescent lighting system.

The Owner and Architect agree as set forth below:

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1: ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

- 1.1.1** The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.
- 1.1.2** The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.
- 1.1.3** The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2: SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

- 2.1.1** The Architect's Basic Services consist of those described in Paragraph 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal civil, structural, plumbing, mechanical and electrical engineering services.

2.2 CONSTRUCTION DOCUMENTS PHASE

- 2.2.1** The Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
- 2.2.2** The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor. The Architect shall prepare the bid package for the renovation construction activities in the project description.
- 2.2.3** The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Costs indicated by changes in requirements or general market conditions.

- 2.2.4** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project.

2.3 BIDDING OR NEGOTIATION PHASE

- 2.3.1** The Architect, following the Owner's approval of Construction Documents and of the latest estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. The Architect shall assist the Owner in soliciting participation of Minority Business Enterprise firms (MBE) through notification to local MBE firms. The Architect shall render interpretations and clarifications of the Drawings and Specifications in appropriate written form as may be required during the bidding phase.

2.4 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 2.4.1** The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 90 days after the date of Substantial Completion of the Work, unless extended under the terms of Subparagraph 10.3.3. Prior to the end of the warranty period the Architect shall conduct a walk through inspection of the facilities with the Owner to identify deficiencies in the work that should be corrected under the contractor warranties. The Architect shall not be required to make an exhaustive inspection of all aspects of the facilities.
- 2.4.2** The Architect shall provide administration of the Contract for Construction as set forth below and in the latest edition of AIA Document (A201), General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.
- 2.4.3** Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect and with consent of the Contractor, which consent shall not be unreasonably withheld.
- 2.4.4** The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.
- 2.4.5** The Architect shall visit the site a minimum of once per week and at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect

shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. (More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2).

- 2.4.6** The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 2.4.7** The Architect shall at all times have access to the Work wherever it is in preparation or progress.
- 2.4.8** Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect unless otherwise authorized by the Architect.
- 2.4.9** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.
- 2.4.10** The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and 3.2.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed constructions means, methods, techniques, sequence or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the contractor has used money previously paid on account of the Contract Sum.
- 2.4.11** The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require

additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

- 2.4.12** The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contract, all of which remain the responsibility of the Contractor to the extent required by Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, or construction means, methods, techniques, sequences or procedure. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- 2.4.13** The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.
- 2.4.14** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 2.4.15** The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.
- 2.4.16** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall

endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

- 2.4.17** The Architect's decision on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- 2.4.18** The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.
- 2.4.19** The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to negotiation and legal action as provided in this Agreement and in the Contract Documents.
- 2.4.20** The Architect shall receive and forward to the Owner a project manual containing written warranties, equipment manufacturer's operation and maintenance information, list of subcontractors utilized on the project and related documents assembled by the Contractors as required prior to submission of final payment requests.

ARTICLE 3: ADDITIONAL SERVICES

3.1 GENERAL

- 3.1.1** The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligations to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

- 3.2.1** If more extensive representation at the site than is described in Subparagraph 2.4.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.
- 3.2.2** If requested by the Owner, the Architect shall provide a full time on-site construction representative who shall be qualified by training and experience to accomplish the duties and responsibilities as defined in AIA Document B352 as amended. The Architect's representative shall be replaced promptly and without protest at the request of the Owner, if in the opinion of the Owner, such representative is either negligent or unqualified to perform

his duties. Compensation for full time on-site construction representative shall be as defined in Article 11.3.1.

- 3.2.3** Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

- 3.3.1** Making revisions in Drawings, specifications or other documents when such revisions are:

- .1** inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owners' program or Project budget;
- .2** required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3** due to changes required as a result of the Owner's failure to render decisions in a timely manner.

- 3.3.2** Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

- 3.3.3** Providing services including preparing Drawings, Specifications and other documentation and supporting data in connection with Change Orders and Construction Change Directives shall be an Additional Service unless:

- .1** the Change Orders or Construction Change Directives are due to errors, omissions or lack of coordination of the Architect's documents.
- .2** the cumulative value of the Change Orders or Construction Change Directives is less than or equal to five percent (5%) of the total construction bids.

- 3.3.4** Revisions to Drawings, Specifications and other documentation due to substitutions requested by the Contractors shall be an Additional Service. Also, review of an unusual number of substitution requests or review of more than two substitution requests for any one submittal shall be an Additional Service.

- 3.3.5** Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

- 3.3.6** Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- 3.3.7** Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.
- 3.3.8** Providing services in connection with a public hearing or legal proceeding except where the Architect is party thereto.
- 3.3.9** Preparing documents for alternate separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, not provided in the Basic Services.

3.4 OPTIONAL ADDITIONAL SERVICES

- 3.4.1** Providing analyses of the Owner's needs and programming the requirements of the Project.
- 3.4.2** Providing financial feasibility or other special studies.
- 3.4.3** Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 3.4.4** Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.4.5** Providing services relative to future facilities, systems, and equipment.
- 3.4.6** Providing services to investigate existing conditions or facilities or to make measured drawings thereof.
- 3.4.7** Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- 3.4.8** Providing coordination of construction performed by separate contractors, by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.4.9** Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.10** Providing analysis of owning and operating costs.
- 3.4.11** Providing services for planning tenant or rental spaces.
- 3.4.12** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

- 3.4.13** The Architect shall witness start-up tests with the Owner and Contractors for major building equipment as part of Basic Services. Additional assistance in the utilization of equipment or systems including testing, adjusting and balancing, preparation of operation and maintenance manuals, except to the extent provided for in Article 2.6.20, training personnel for operation and maintenance, and consultation during operation shall be an Additional Service.
- 3.4.14** Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 90 days after the date of Substantial Completion of the Work.
- 3.4.15** Providing services of consultants not otherwise provided for as a part of Basic Services.
- 3.4.16** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4: OWNER'S RESPONSIBILITIES

- 4.1** The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- 4.2** The Owner, in conjunction with the Architect, shall establish and update an overall budget for the project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.
- 4.3** If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.
- 4.4** The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 4.5** The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations. See Article 12.13.
- 4.6** The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.
- 4.7** The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

- 4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the contractor has used the money paid by or on behalf of the Owner.
- 4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
- 4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.
- 4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5: CONSTRUCTION COST

5.1 DEFINITION

- 5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.
- 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected, or specially provided for the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.
- 5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION

- 5.2.1 The Architect, as a design professional familiar with the construction industry shall evaluate the Owner's project budget and shall prepare estimates of Construction Cost at the appropriate stages of schematic design, design development and construction document preparation as specified in the Agreement. Such estimates of Construction Cost represent the Architect's best judgement and it is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

- 5.2.2** The Architect shall take all necessary measures during the design phases to reasonably ensure that the project can be constructed within the Construction Cost. The Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternative bids to adjust the Construction Cost.
- 5.2.3** If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.
- 5.2.4** If the Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bonafide bid or negotiated proposal, the Owner shall:
- .1** give written approval of an increase in such Construction Cost;
 - .2** authorize rebidding or renegotiating of the project within a reasonable time;
 - .3** if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
 - .4** cooperate in revising the Project scope and quality as required to reduce the Construction Cost.
- 5.2.5** If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the Construction Cost.

ARTICLE 6: USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- 6.1** The Owner shall, upon full payment of all compensation due to the Architect, obtain the rights and privileges to use the drawings and specifications prepared under this Agreement. For such consideration, the Owner assumes the responsibility and liability for all damages, direct and indirect, for future use of the documents. In addition, The Owner shall, to the extent permitted by law, defend, indemnify and hold harmless the Architect for any and all costs, obligations or liability arising from lawsuits or threatened lawsuits by any person, firm or corporation arising from future use of the documents, including payment of Architect's defense cost and legal fees. The Owner shall not give, bequeath or sell the drawings and specifications to others under any circumstances, except by agreement in writing with appropriate compensation to the Architect. The Architect may retain copies of the original documents and has full rights to reuse their contents and reserves the right to remove his title block and seal from any reproducible copies provided to the Owner.

ARTICLE 7: DISPUTE RESOLUTION

- 7.1** The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Contract which involves \$15,000 or more through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, licensed by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.
- 7.2** In accordance with North Carolina General Statute 143-135.26(12) and as a condition to this Contract, the prime contractor shall incorporate this dispute resolution clause in any and all contracts with first-tier subcontractors who in turn shall incorporate this clause in any contracts with lower-tier subcontractors.

ARTICLE 8: TERMINATION, SUSPENSION OR ABANDONMENT

- 8.1** This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 8.2** If the Project is suspended or abandoned in whole or in part for more than 90 consecutive days, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.
- 8.3** This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.
- 8.4** Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
- 8.5** If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

- 8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.
- 8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expense which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination as follows:
- .1 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any phase of the project.

ARTICLE 9: MISCELLANEOUS PROVISIONS

- 9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Owner.
- 9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.
- 9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.
- 9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.
- 9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representative to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.
- 9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

- 9.7** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
- 9.8** Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 9.9** The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10: PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

- 10.1.1** Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

- 10.2.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.
- 10.2.2** Expense of authorized out-of-town transportation in connection with the Project; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.
- 10.2.3** Expense of reproductions, postage and handling of Drawings, Specifications and other documents.
- 10.2.4** If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
- 10.2.5** Expense of renderings, models and mock-ups requested by the Owner.

10.2.6 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.7 As an additional reimbursable expense, the Architect shall arrange for a survey describing physical characteristics, legal limitations, and utility locations for the site of the project and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the surveys shall be referenced to a project benchmark. See Article 12.1.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set for in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of

the cost of changes in the Work other than those for which the Architect has been found to be legally liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11: BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 NO INITIAL PAYMENT shall be made upon execution of this Agreement.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, any other services included in Article 12 as part of Basic Services, Basic Compensation shall be a stipulated sum of \$350,000. The fee for basic services shall be equitably adjusted in the event the scope of the project is increased or decreased by more than 10 percent (10 %) by the Owner.

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Construction Documents Phase:	thirty-five percent (65%)
Bidding or Negotiation Phase:	five percent (5%)
Construction Phase:	twenty-five percent (30%)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

For a stipulated sum to be agreed upon at a later time.

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Additional Services, but excluding services of consultants, compensation shall be computed as follows:

Per Hourly Rate Schedule in Attachment "A".

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of one and two-tenths (1.2) times the amounts billed to the Architect for such services.

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, shall be billed at direct cost incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within twelve (12) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable fifteen (15) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 0.67% per month (8.0% per annum).

ARTICLE 12: OTHER CONDITIONS OR SERVICES

12.1 Reimbursable expenses, as described in Article 10.2, shall be billed at direct cost with a total not to exceed amount stipulated as follows:

Printing and Reproduction	\$20,000
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12.2 Architect shall prepare Construction Documents that will be adequate and sufficient to accomplish the construction of the project by competent and responsible Contractors; and, further, that any review or approval of those Construction Documents by the Owner shall not be deemed to diminish the Architect's responsibilities.

12.3 The preparation of specifications for furniture, fixtures and equipment (F.F.&E.) to the extent that the desired by the Owner may be included as an additional service at a later date.

12.4 The Architect shall retain an Asbestos Consulting & Testing firm as an Additional Service for an amount not to exceed \$7,200 to be billed at direct cost.

12.5 Professional services provided by the Architect and the Architect's Consultants under this Agreement necessarily require the active participation of the Owner. It is the Owner's responsibility to establish goals and objectives for the project, to identify budgetary constraints, and to make key objectives of the project, to identify budgetary constraints, and to make key decisions involving trade-offs between time or cost and quality and, in some cases, between time or cost and economic risk. To facilitate such decision making, the Architect shall make investigations, conduct evaluations, and present alternatives to the

Owner within a standard of usual and customary professional care consistent with sound architectural practice and the scope of services provided for hereunder. Should the Owner desire more detailed investigations of alternatives, the Architect shall conduct such investigations, subject to the constraints of time and cost budgeted by the Owner for that purpose, as an Additional Service requiring prior Owner approval.

Where such decisions are made by the Owner and savings in time or cost realized as a result, the savings accrue to the benefit of the Owner. At the same time, responsibility for the trade-offs involved must be assumed by the Owner. In recognition thereof and notwithstanding anything to the contrary contained herein, it is understood and agreed that the Owner shall be solely responsible for the consequences of any adverse impact on quality and any and all economic risk attributable to any such decision.

- 12.6** Notwithstanding any other provisions of this Agreement, the parties agree that the Architect and his Consultants will only be required to exercise that degree of care and skill ordinarily exercised at the time services are performed, under similar circumstances, by reputable members of their profession, practicing in the same or similar locality on projects of similar type and complexity (the common law standard), recognizing that such standard does not require perfection and allows for minor errors, omissions, conflicts, and ambiguities on the part of the Architect. No other warranty, stipulation of service or condition of performance set out elsewhere in this Agreement, expressed or implied, shall be construed to supersede, modify, or mitigate this understanding.
- 12.7** In the event that any legal proceeding should be commenced between the parties to this Agreement, whether in contract or in tort, including, but not limited to enforcement of fee provisions hereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and costs, which sum shall be determined by the court or forum in such proceeding or, in the absence of such determination, in a separate action brought for that purpose.
- 12.8** The Owner recognizes and accepts that once design recommendations have been made by the Architect, priced by the Contractor and approved by the Owner, and once Contract Documents have been prepared and construction commenced on the basis of the Owner's approval, any changes may be difficult, costly, or cause extensive delays. While the Architect will endeavor to reasonably anticipate and advise the Owner of such risks, as stated above, the risks are solely the responsibility of the Owner.
- 12.9** It is recognized and agreed that the design services provided for in this Agreement will not and cannot be completed until all such services, including the Construction Phase services, have been performed in full by the Architect. The Owner acknowledges that the inability of the Architect to complete those services will significantly increase the risk of loss resulting from, among other causes, misinterpretation of the intent of the design by the Owner or the Contractor, unauthorized modifications, and failure to detect errors and omissions in the plans and specifications before they become costly mistakes built into the Project. Therefore, in the event that this Agreement is prematurely terminated, at no fault of the Architect, or that the Architect is otherwise precluded from completing the services set forth herein at no fault of the Architect, the Owner agrees to the extent allowed by law to hold harmless, indemnify,

and defend the Architect from and against all suits, claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the Owner's or the Contractor's misuse or misinterpretation of the documents without the Architect's involvement in the completion of the Project.

- 12.10** All notices required under this Agreement shall be in writing and shall be deemed given when hand delivered or forty-eight (48) hours after deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid, to the address of the Owner or Architect, as the case may be, as set forth on the first page hereof. Either party by notice given in accordance with this paragraph may change the address to which future notices shall be sent.
- 12.11** If any provisions of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.
- 12.12** Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but not such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition hereof.
- 12.13** The Architect shall assist the Owner in obtaining geotechnical services not otherwise provided in the Basic Services by soliciting proposals from qualified firms and making recommendations for award of contracts. The Architect shall also prepare and submit an erosion control plan as required. Such service shall be a part of the Architect's Basic Service.

This Agreement entered into as of the day and year first written above.

OWNER

COUNTY OF CUMBERLAND

ATTEST:

Marie Colgan, Clerk
Board of County Commissioners

BY: _____
BILLY R. KING, Chairman
Board of County Commissioners

ARCHITECT

THE LSV PARTNERSHIP

ATTEST:

Joyce A. Bowler
Secretary

BY: _____
WALTER T. VICK, President

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

Approved for Legal Sufficiency
COUNTY ATTORNEY'S OFFICE

Amy H. Cannon
County Finance Officer

() Renewable () Nonrenewable
Expiration Date: _____

Architects/Planners•AIA

Principal	\$125.00 per hour
Project Architect	\$100.00 per hour
Project Designer	\$80.00 per hour
Field Representative	\$75.00 per hour
CADD Operator	\$60.00 per hour
Design Technician	\$50.00 per hour
Clerical	\$40.00 per hour
Prints	\$1.20 per sheet
Copies	\$.20 per sheet

- For services of Consultants, including structural, plumbing, mechanical, and electrical services, a multiple of 1.2 times the amounts billed to the Architect will prevail.
- Reimbursable expenses shall be billed at a multiple of 1.1 times the amounts expended by the Architect, the Architect's employees and Consultants in the interest of the project.



ITEM NO. 2D

DEPARTMENT OF PUBLIC HEALTH
1235 Ramsey Street • Fayetteville, North Carolina 28301
(910) 433-3600 • Fax: (910) 433-3659

To: Board of County Commissioners

Thru: Ms. Juanita Pilgrim, Deputy County Manager

From: Mr. Buck Wilson, Public Health Director *Buck Wilson*

Date: February 22, 2010

RE: Approval of Proposed Changes in Vaccination Fees
Rabies Vaccinations for Animals

BACKGROUND

At the Board of Health meeting on February 16, 2010, the Board approved the change of the Rabies Vaccination Fee from \$5. To \$10. per animal. The current fee of \$5. per animal has been in place for 20+ years. The Cumberland County Veterinarians' Association, which provides veterinarians, scribes and veterinary supplies to administer the vaccinations at the clinics, made the plea for an increase because they were not receiving enough revenue at the clinics to pay their expenses.

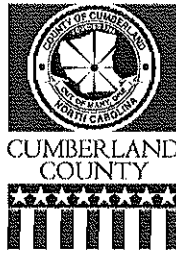
RECOMMENDATION/PROPOSED ACTION

Management requests to have this item placed on the next County Commissioners' meeting agenda for their approval to change the vaccination fee.

Type of Vaccination	Current Fee	Proposed Fee
Rabies Vaccination for Animals	\$5. per animal	\$10. per animal

Celebrating Our Past...Embracing Our Future

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



ITEM NO. 2E

DEPARTMENT OF PUBLIC HEALTH
227 Fountainhead Lane • Fayetteville, North Carolina 28301
(910) 433-3600 • Fax: (910) 433-3659

MEMORANDUM

TO: Board of County Commissioners

THRU: Mrs. Juanita Pilgrim, Deputy County Manager

FROM: Mr. Buck Wilson, Health Director *B. Wilson*

DATE: February 17, 2010

RE: Approval to Set or Increase Fees for Private Purchased Vaccines

BACKGROUND

At the Board of Health meeting on February 16, 2010, the Board approved a request to set or increase the fees for privately purchased vaccines due to changes from the State. Effective December 1, 2009, the NC Immunization Program discontinued supplying certain vaccines to local Health Departments due to substantial reductions in state appropriations for immunizations. These vaccines will no longer be supplied to local Health Departments free of charge. The Cumberland County Health Department must purchase these vaccines from various manufacturers and provide them to the public for a set fee, customarily as close to costs as possible. (See attached list of Vaccines).

RECOMMENDATION/PROPOSED ACTION

Management requests to have this item placed on the next County Commissioners' meeting agenda for their approval to set or increase fees for private purchased vaccines.

:Attachment
/dwmc

Celebrating Our Past...Embracing Our Future

CUMBERLAND COUNTY DEPARTMENT OF PUBLIC HEALTH
1235 Ramsey Street
Fayetteville, North Carolina 28301
(910) 433 - 3600

REQUEST TO SET OR INCREASE FEES FOR PRIVATE PURCHASED VACCINE
February 16, 2010

BACKGROUND

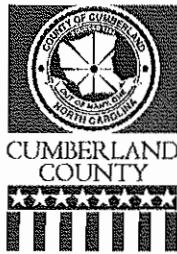
Effective December 1, 2009, the North Carolina Immunization Program discontinued supplying certain Vaccines due to substantial reductions in state appropriations for immunizations in the budget passed by the General Assembly. State supplied vaccines are provided to the public free of charge. Cumberland County Public Health Department must now purchase these vaccines from various manufacturers and pass these costs on to the public.

RECOMMENDATION

We are recommending that the Proposed Fees for Private Purchased Vaccines be approved by the Board of Health and implemented effective March 1, 2010.

VACCINE	CPT CODE	MEDICAID REIMB RATE	MEDICARE REIMB RATE	BCBS REIMB RATE	CCDPH COSTS PER DOSE	CURRENT FEE	PROPOSED FEE
TDAP	90715	\$33.87	N/A	\$39.29	\$31.25	\$32.81	\$34.00
MMR*	90707	\$41.02	N/A	\$54.65	\$48.27	\$41.02	\$50.00
VARICELLA	90716	\$70.82	N/A	\$95.51	\$94.03	\$80.00	\$95.00
HEP A PED	90633	\$28.22	N/A	\$33.24	\$15.25	\$28.22	\$29.00
ROTAVIRUS	90681	\$11.51	N/A	\$82.46	\$83.25	\$0.00	\$85.00
PREVNAR	90669	N/A	N/A	\$99.43	\$78.44	\$60.00	\$80.00
PEDIARIX	90723	\$72.63	N/A	N/A	\$48.75	\$0.00	\$73.00
PENTACEL	90698	\$81.18	N/A	\$85.69	\$69.16	\$0.00	\$82.00
KINRIX	90696	\$53.33	N/A	\$56.29	\$32.25	\$0.00	\$54.00
GARDASIL	90649	\$135.73	N/A	\$138.25	\$153.93	\$150.00	\$155.00

MMR* - 1ST DOSE IS FREE TO PATIENT. REQUIRED 2ND DOSE IS PRIVATE PURCHASED.



ITEM NO. 2F

DEPARTMENT OF PUBLIC HEALTH

227 Fountainhead Lane • Fayetteville, North Carolina 28301
(910) 433-3600 • Fax: (910) 433-3659

MEMORANDUM

TO: Board of County Commissioners

THRU: Mrs. Juanita Pilgrim, Deputy County Manager

FROM: Mr. Buck Wilson, Health Director *Buck Wilson*

DATE: February 17, 2010

RE: Approval of Delinquent Accounts to Be Written Off and/or Turned Over to Collectors

BACKGROUND

At the Board of Health meeting on February 16, 2010, the Board approved writing off a total of \$34,067.57 as bad debts. Family Planning accounts in the amount of \$3622.25 will be written off as bad debt, however cannot be sent to our collection agency, Professional Recovery Consultants, Inc. pursuant to North Carolina Division of Health and Human Services Guidelines. The amount to be sent to the collection agency will be \$30,445.32. This write-off of bad debts is in compliance with the Board of Health's recommendation to write-off bad debts every quarter.

RECOMMENDATION/PROPOSED ACTION

Management requests to have this item placed on the next County Commissioners' meeting agenda for their approval to write off bad debts in the amount of \$34,067.57 and to turn over to Professional Recovery Consultants, Inc. the amount of \$30,445.32 for collection.

/dwmc
:Attachment

Celebrating Our Past...Embracing Our Future

**CUMBERLAND COUNTY DEPARTMENT
OF PUBLIC HEALTH**

DELINQUENT ACCOUNTS TO BE TURNED OVER FOR COLLECTION

BAD DEBT WRITE-OFF # 27

February 16, 2010

PROGRAM	AMOUNT
ADULT HEALTH	\$20,736.28
BCCCP	\$25.47
CHILD HEALTH	\$3,200.36
DENTAL	\$3,912.95
FAMILY PLANNING *****	\$3,622.25
GYN/POSTPARTUM	\$0.00
IMMUNIZATIONS	\$135.22
MATERNITY	\$2,255.59
MEDICAL RECORDS	\$0.00
PAP	\$179.45
T.B.	\$0.00
TOTAL	\$34,067.57

*****Family Planning Accounts will adjusted (as Bad Debt) from the Accounts Receivable, however will not be sent to the Collection Agency pursuant to NC Division of Health and Human Services guidelines.

The above accounts are 90 days old or older as of January 1, 2010.



ITEM NO. 26

OFFICE OF THE COUNTY ATTORNEY

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

February 24, 2010

MEMORANDUM FOR BOARD OF COMMISSIONERS' MARCH 1, 2010 AGENDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HARVEY RAYNOR, DEPUTY COUNTY ATTORNEY

THRU: RICK MOOREFIELD, COUNTY ATTORNEY

SUBJECT: APPROVAL OF OFFER TO PURCHASE BY CYRIL ESCOURCE FROM COMMUNITY DEVELOPMENT DEPARTMENT OF A HOUSE LOCATED AT 911 WEST MOUNTAIN DRIVE, FAYETTEVILLE, AND TO PUBLISH NOTICE OF UPSET BID

BACKGROUND:

Thanena Wilson, Director of Community Development, has negotiated an offer to purchase county-owned surplus property at 911 West Mountain Drive, Fayetteville with Cyril Escource.

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

The offer is for \$10,500.00 with a down payment of 5% and with the balance of \$9,975.00 to be paid at closing.

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

RECOMMENDATION/PROPOSED ACTION:

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

Celebrating Our Past...Embracing Our Future



COMMUNITY DEVELOPMENT

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

MEMORANDUM

TO: Harvey Raynor, Deputy County Attorney

FROM: Thanena Wilson, Community Development Director *Thanena S. Wilson*

DATE: February 11, 2010

RE: Offer to Purchase – 911 West Mountain Drive, Fayetteville

Attached is an Offer to Purchase for 911 West Mountain Drive. The purchase price offered is \$10,500 and the buyer has paid the required 5% down (\$525). The balance of the purchase price (\$9,975) will be paid upon closing the real estate transaction.

I am requesting that this offer be presented to the Board of Commissioners with a recommendation from Community Development to accept the offer. Note that the buyer has been made aware of the upset bid process.

Thank you for your assistance with this matter. Let me know if there are questions or if you need additional information.

Attachment – Offer to Purchase

I Cyril Ecourse submitting
a bid on Property located
at 911 West Mountain Dr,
owned and Manage by Community
Development for the sum of
Ten thousand, five hundred Dollars,
\$10,500.00 and making an
earnest Deposit of five Percent
Deposit the sum of five hundred
and twenty five Dollars. with the
understanding that if the amount
offer is not accepted, my Deposit
will be refunded.

Cyril Ecourse.

THE FRONT OF THIS DOCUMENT HAS A MICRO-PRINT AMOUNT BOX AND THERMOCHROMIC. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

75-53
919

MoneyGram.
Money Orders



INTERNATIONAL MONEY ORDER

02/09/2010

R202061785244

20206178524

MONEY ORDER

PAY TO THE
ORDER OF:
PAGAR A LA:
ORDEN DE:

Community Development

IMPORTANT: SEE BACK BEFORE CASHING

Russell Edwards

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR

PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS:

DIRECCION:

1111 Fusion Ave

Payable Through:

Wells Fargo Bank

South Central NA

Anchorage, Alaska

ISSUER/DRAWER:

MONEYGRAM PAYMENT SYSTEMS, INC.

28304

PAY ONLY THIS AMOUNT

525.00

FIVE HUNDRED
TWENTY-FIVE
DOLLARS NOONCE

052813128910
0751600040148524

TO AUTHENTICATE RUB CIRCLE

PARA AUTENTICAR REGISTREAR EL CIRCULO

609190053312020 61785244 90

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS
PROCLAMATION**

A Proclamation in Honor of Dr. Valeria Fleming

Whereas, Dr. Valeria Fleming knew early in her career that she wanted to make a difference in the lives of students, especially those in the sciences; and

Whereas, she had a positive impact on science education and many other aspects of Fayetteville State University and its surrounding community; and

Whereas, she has been recognized as "the first" in many areas such as the first woman Provost in the University of North Carolina System and one of the first recipients and first to complete the UNC Board of Governor's Faculty Doctoral Study Assignment Program; and

Whereas, for 50 years she provided science instruction and academic administration, gave leadership to academic organizations and to academic support services, helped produce many science leaders and helped young professionals find their place in science, engineering, technology, health professions, mathematics, and other related careers; and

Whereas, in recent years she has given leadership to the biotechnology program at FSU, which is helping students develop skills for rapidly developing career paths; and

Whereas, her expertise has garnered vast sources of funding from such agencies as the Howard Hughes Foundation, the Rockefeller Foundation, the National Science Foundation, the Ford Foundation, and the North Carolina Biotechnology Center to name a few; and

Whereas, Dr. Fleming has held numerous leadership positions at FSU to include Assistant Dean of Students, Director of General Education, Head of the Division of Arts and Sciences, and Assistant to the Provost and Vice Chancellor for Academic Affairs; and

Whereas, she has been a community servant by working with the local American Red Cross, the American Cancer Society Board, and other civic organizations.

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Board of Commissioners honors Dr. Valeria Fleming for her 50 years of service to the State of North Carolina, Fayetteville State University, the City of Fayetteville, and the County of Cumberland, and is respectfully admired for touching and changing the lives of countless students.

Adopted this 1st day of March, 2010.

Billy R. King, Chairman

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B10-244</u>
Date Received	<u>2-16-10</u>
Date Completed	

Fund No. 101 Agency No. 431 Organ. No. 4318
 Organization Name: HEALTH PROMOTION

ITEM NO. 2E(1)a

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
7670	MISCELLANEOUS	0	500	500
Total		0	500	500

EXPENDITURES

Object Code	APRs Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3428	191	GRANTS	0	500	500
Total			0	500	500

Justification:

THIS BUDGET REVISION REQUESTS TO BUDGET FOR A GRANT RECEIVED FROM " KOHL'S DEPARTMENT STORES " FOR THE ' SAFETY FOR CHILDREN " GRANT.

State: _____ Federal: _____ Fund Balance: _____
 Other: 500 Fees: _____ County: _____ Prior Year: _____ Other: _____

Submitted By: [Signature]
 Department Head
 Reviewed By: [Signature]
 Budget Analyst
 Reviewed By: [Signature]
 Deputy Assistant County Mgr
 Reviewed By: _____
 Information Services

Date: 2.16.10

Date: 2.16.10

Date: 2/24/10

Date: _____

Approved By:

Date: _____

County Manager

Board of County Commissioners

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B10.273</u>
Date Received	<u>2.22.10</u>
Date Completed	

Fund No. 101 Agency No. 431 Organ. No. 4304

Organization Name: (PHARMACY)

ITEM NO. 21(1)b

REVENUE				
Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
6047	PHARMACY FEES	320,000	88,756	408,756
		320,000	88,756	408,756

EXPENDITURES					
Object Code	APRs Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2381	158	PRESCRIPTION DRUGS	320,000	88,756	408,756

Total 320,000 88,756 408,756

Justification:

THIS BUDGET REVISION REQUESTS TO BUDGET FOR ADDITIONAL REVENUE AND EXPENDITURES THAT THE HEALTH DEPARTMENT EXPECTS TO REALIZE FROM THE SALE OF CERTAIN VACCINES THAT THE NORTH CAROLINA IMMUNIZATION PROGRAM DISCONTINUED PROVIDING AT NO CHARGE TO LOCAL HEALTH DEPARTMENTS DUE TO SUBSTANTIAL REDUCTIONS IN STATE APPROPRIATIONS FOR IMMUNIZATIONS IN THE BUDGET PASSED BY THE NORTH CAROLINA GENERAL ASSEMBLY.

State: _____ Federal: _____ Fund Balance: _____ County: _____ New: _____ Other: _____
Other: _____ Fees: 88,756 Prior Year: _____

Submitted By: <u>BBB</u>	Date: <u>2.18.10</u>	Approved By: _____ Date: _____ County Manager Board of County Commissioners Date: _____
Reviewed By: <u>Kelly Autrey</u> Finance Department	Date: <u>2.22.10</u>	
Reviewed By: <u>Amy D. Chumson</u> Deputy Assistant County Mgr	Date: <u>2/24/10</u>	

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B10-273A</u>
Date Received	<u>2-22-10</u>
Date Completed	

Fund No. 101 Agency No. 431 Organ. No. 4315

Organization Name: CHILD HEALTH CLINIC

pg 2 of 3.

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
6031	CHILD HEALTH FEES	32,000	47,885	79,885
		32,000	47,885	79,885

EXPENDITURES

Object Code	APRs Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2381	183	PRESCRIPTION DRUGS	2,500	47,885	50,385
Total			2,500	47,885	50,385

Justification:

THIS BUDGET REVISION REQUESTS TO BUDGET FOR ADDITIONAL REVENUE AND EXPENDITURES THAT THE HEALTH DEPARTMENT EXPECTS TO REALIZE FROM THE SALE OF CERTAIN VACCINES THAT THE NORTH CAROLINA IMMUNIZATION PROGRAM DISCONTINUED PROVIDING AT NO CHARGE TO LOCAL HEALTH DEPARTMENTS DUE TO SUBSTANTIAL REDUCTIONS IN STATE APPROPRIATIONS FOR IMMUNIZATIONS IN THE BUDGET PASSED BY THE NORTH CAROLINA GENERAL ASSEMBLY.

State: _____ Federal: _____ Fund Balance: _____ County: _____ New: _____ Other: _____
Other: _____ Fees: 47,885 Prior Year: _____

Submitted By: [Signature]
Department Head
Reviewed By: [Signature]
Finance Department
Reviewed By: [Signature]
Deputy/Assistant County Mgr

Date: 2.18.10
Date: 2.22.10
Date: 2/24/10

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

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B10-273B</u>
Date Received	<u>2-22-10</u>
Date Completed	

Fund No. 101 Agency No. 431 Organ. No. 4329

Organization Name: ADULT HEALTH

pg 3 of 3

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
6020	MEDICAL CLINIC	458,000	40,871	498,871
		458,000	40,871	498,871

EXPENDITURES

Object Code	APRs Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2381	241	PRESCRIPTION DRUGS	187,000	40,871	227,871

Total 187,000 40,871 227,871

Justification:

THIS BUDGET REVISION REQUESTS TO BUDGET FOR ADDITIONAL REVENUE AND EXPENDITURES THAT THE HEALTH DEPARTMENT EXPECTS TO REALIZE FROM THE SALE OF CERTAIN VACCINES THAT THE NORTH CAROLINA IMMUNIZATION PROGRAM DISCONTINUED PROVIDING AT NO CHARGE TO LOCAL HEALTH DEPARTMENTS DUE TO SUBSTANTIAL REDUCTIONS IN STATE APPROPRIATIONS FOR IMMUNIZATIONS IN THE BUDGET PASSED BY THE NORTH CAROLINA GENERAL ASSEMBLY.

State: _____ Federal: _____ Fund Balance: _____ New: _____ Other: _____
Other: _____ Fees: 40,871 County: _____ Prior Year: _____

Submitted By: [Signature] Date: 2.18.10
Reviewed By: [Signature] Date: 2.22.10
Reviewed By: [Signature] Date: 2/24/10

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

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B10.275</u>
Date Received	<u>2.23.10</u>
Date Completed	

Fund No. 101 Agency No. 431 Organ. No. 4334

Organization Name: Women's , Infant's and Children - WIC

ITEM NO. 2I(1)c

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4103	Breastfeeding Peer Counselor	32,671	13,598	46,269
		32,671	13,598	46,269

EXPENDITURES

Object Code	APRs Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
4103	248	Breastfeeding Peer Counselor	32,671	13,598	46,269
Total			32,671	13,598	46,269

Justification:

This budget revision requests to budget for additional state funding that the Health Department has been notified that it can expect to receive.

State: 13,598 Federal: _____ Fund Balance: _____ County: _____ New: _____ Other: _____
Other: _____ Fees: _____ Prior Year: _____

Submitted By: [Signature]
Department Head
Reviewed By: [Signature]
Finance Department
Reviewed By: [Signature]
Deputy Assistant County Mgr

Date: 2.23.10

Date: 2.23.10

Date: 2/24/10

Approved By:

Date:

County Manager

Board of County Commissioners

Date:

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B 10-267</u>
Date Received	_____
Date Completed	_____

Fund No. 101 Agency No. 422 Organ. No. 422F

Organization Name: School Law Enforcement

ITEM NO. 2 I(2)a

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
6423	Security Board of Education	1,530,737	2,512	1,533,249
Total		1,530,737	2,512	1,533,249

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1265	117	Salary-Part time	549,071	2,044	551,115
1810	117	FICA Employer Match	172,670	156	172,826
1860	117	Worker's Comp	45,318	42	45,360
2120	118	Uniforms	22,936	270	23,206
Total			789,995	2,512	792,507

Justification:

Establish 1 Crossing Guard/Traffic Control Officer for W. T. Brown Elementary School, due to heavy traffic and congestion as cars headed North toward Fort Bragg and Spring Lake approach the intersection. Construction traffic exiting the side road and turning onto Murchison Road in front of the school adds to the congestion.

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

Submitted By: <u>Earl R. Butler</u> Sheriff	Date: <u>2-19-10</u>	<div>Approved By:</div> <hr/> <div>County Manager</div> <hr/> <div>Board of County Commissioners</div> <hr/>
Reviewed By: <u>Howard R. Brown</u> Budget Analyst	Date: <u>2/19/10</u>	
Reviewed By: <u>Amy H. Cannon</u> Deputy Assistant County Mgr	Date: <u>2/24/10</u>	
Reviewed By: _____ Information Services	Date: _____	

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use

Budget Revision No. B10-242

Date Received 2/15/2010

Date Completed _____

Fund No. 106 Agency No. 470 Organ. No. 4704

Organization Name: School C.O. Category I - Buildings

ITEM NO. 2I(3)a

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	1,370,000	3,064,000	4,434,000

Total 1,370,000 3,064,000 4,434,000

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3836	406	School Capital Outlay Category I	3,090,000	3,064,000	6,154,000

Total 3,090,000 3,064,000 6,154,000

Justification:

Revision in the amount of \$3,064,000 to appropriate fund balance (sales tax) to budget Capital Outlay Category I expenditures as approved by the Cumberland County Board of Education on February 9, 2010.

Funding Source:

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

Submitted By: _____

Date: _____

Reviewed By: Bob Incher Department Head

Date: 2/15/10

Reviewed By: Amyrd Cannon Finance Department

Date: 2/24/10

Reviewed By: _____ Assistant County Mgr

Approved By:

Date: _____

County Manager

Board of County Commissioners

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B10-242A
Date Received	2/15/2010
Date Completed	

Fund No. 106 Agency No. 470 Organ. No. 4706

Organization Name: School C.O. Category II - Equipment

ITEM NO. 2I(3)b

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated (Sales Tax)	0	2,345,000	2,345,000
Total		0	2,345,000	2,345,000

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3837	407	School Capital Outlay - Category II	4,220,000	2,345,000	6,565,000
Total			4,220,000	2,345,000	6,565,000

Justification:

Revision in the amount of \$2,345,000 to appropriate fund balance (Sales Tax) to budget Capital Outlay Category II expenditures as approved by the Cumberland County Board of Education on February 9, 2010.

Funding Source:

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

Fund Balance:

Submitted By: _____ Date: _____

Department Head

Reviewed By: Bob Tucker Date: 2/15/10

Finance Department

Reviewed By: Amey N. Cannon Date: 2/24/10

Assistant County Mgr

Approved By:

Date: _____

County Manager

Board of County
Commissioners

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B10-242B
Date Received	2/15/2010
Date Completed	

Fund No. 106 Agency No. 470 Organ. No. 4704

Organization Name: School C.O. Category III - Vehicles

ITEM NO. 2I(3)c

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	0	180,000	180,000
Total		0	180,000	180,000

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3838	408	School Capital Outlay Category III	515,000	180,000	695,000
Total			515,000	180,000	695,000

Justification:

Revision in the amount of \$180,000 to appropriate fund balance (sales tax) to budget Capital Outlay Category III expenditures as approved by the Cumberland County Board of Education on February 9, 2010.

Funding Source:

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

Submitted By: _____

Department Head

Date: _____

Reviewed By: Bob Tucher

Finance Department

Date: 2/15/10

Reviewed By: Amy D. Coulson

Assistant County Mgr

Date: 2/24/10

Approved By:

Date: _____

County Manager

Board of County
Commissioners

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B10-245</u>
Date Received	<u>2.16.16</u>
Date Completed	

Fund No. 112 Agency No. 43A Organ. No. 4336

Organization Name: MH - Child and Youth Contracts

ITEM NO. 2I(4)a

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance	0	42,000	42,000
4221	NC CMH -State	129,899	148,322	278,221
4240	NC W/M Service	90,000	(90,000)	-
Total		219,899	100,322	320,221

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3390	421	Contracted Services	225,000	100,322	325,322
Total			225,000	100,322	325,322

Justification:

To reconcile State ! allocations due to SFY10 Reduction of Service and Restoration Funding. To budget Mental Health Trust Fund allocation. Also, Willie M Service Funds were merged with Child Mental Health Funds.

Funding Source:

State: 58,322

Other: _____

Federal: _____

Fees: _____

Fund Balance:

County: _____

New: _____

Prior Year: 42,000

Other: _____

Submitted By: _____

Department Head

Date: 2/4/16

Reviewed By: Billy Outry

Budget Analyst

Date: 2.16.16

Reviewed By: Amber D. Cannon

Deputy/Assistant County Mgr

Date: 2/24/16

Reviewed By: _____

Information Services

Date: _____

Approved By: _____

Date: _____

County Manager

Board of County Commissioners

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B10-246</u>
Date Received	<u>2-16-10</u>
Date Completed	

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

Organization Name: MH - TASC Community Partnership

ITEM NO. 2.I(4)b

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance	73,860	10,000	83,860
4263	State Crime NC	1,099,210	(141,660)	957,550
Total		1,173,070	(131,660)	1,041,410

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3390	451	Contracted Services	1,068,961	(130,500)	938,461
3419	451	Misc	3,542	(1,160)	2,382
Total			1,072,503	(131,660)	940,843

Justification:

To reconcile State TASC allocation due to SFY10 Reduction of Service and Restoration Funding.

Funding Source: State: -141,660 Federal: _____ Fund Balance: County: _____ New: _____ Other: _____
Other: _____ Fees: _____ Prior Year: 10,000

Submitted By: <u>[Signature]</u> Department Head	Date: <u>2/4/10</u>	<div>Approved By:</div> <div>County Manager</div> <div>Board of County Commissioners</div>
Reviewed By: <u>[Signature]</u> Budget Analyst	Date: <u>2-17-10</u>	
Reviewed By: <u>[Signature]</u> Deputy/Assistant County Mgr	Date: <u>2/24/10</u>	
Reviewed By: _____ Information Services	Date: _____	

COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST

Budget Office Use

Budget Revision No. 810-247
Date Received 2.16.10
Date Completed _____

Fund No. 112 Agency No. 43B Organ. No. 4348

Organization Name: MH - Substance Abuse Contracts

ITEM NO. 2.I(4)c

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance	0	151,710	151,710
4229	NC Crime	20,000	9,000	29,000
4251	NC Child SA State	44,071	50,550	94,621
4252	NC Child SA Federal	26,769	(13,231)	13,538
4256	NC Adult SA State	607,473	273,872	881,345
4257	NC Adult SA Federal	0	13,231	13,231
Total		698,313	485,132	1,183,445

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3360	458	Other Services	0	171,582	171,582
3390	458	Contracted Services	775,000	363,550	1,138,550
3880	459	Transfer to 101	145,000	(50,000)	95,000
Total			920,000	485,132	1,405,132

Justification:

To reconcile State I allocations and adjust revenue sources due to SFY10 Reduction of Service and Restoration Funding. To budget Mental Health Trust Fund allocation.

Funding Source:

State: 333,422
Other: _____

Federal: _____
Fees: _____

Fund Balance:

County: _____ New: _____
Prior Year: 151,710

Other: _____

Submitted By: [Signature]
Department Head

Date: 2/4/10

Reviewed By: [Signature]
Budget Analyst

Date: 2.16.10

Reviewed By: [Signature]
Deputy/Assistant County Mgr

Date: 2/24/10

Reviewed By: _____
Information Services

Date: _____

Approved By:

County Manager

Board of County Commissioners

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B10-248</u>
Date Received	<u>2.16.10</u>
Date Completed	

Fund No. 112 Agency No. 43C Organ. No. 4343
 Organization Name: MH - DD Contracts

ITEM NO. 2.I(4)d

REVENUE				
Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4281	NC ADD-Brain	0	15,000	15,000
Total		0	15,000	15,000

EXPENDITURES					
Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3390	476	Contracted Services	614,500	15,000	629,500
Total			0	15,000	

Justification:

Non-UCR funds allocated to provide support for individuals with traumatic brain injuries.

Funding Source: State: 15,000 Federal: _____ County: _____ New: _____ Other: _____
 Other: _____ Fees: _____ Prior Year: _____

Submitted By: [Signature] Date: 2/4/10
 Department Head
 Reviewed By: [Signature] Date: 2/16/10
 Budget Analyst
 Reviewed By: [Signature] Date: 2/24/10
 Deputy Assistant County Mgr
 Reviewed By: _____ Date: _____
 Information Services

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

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B10-249</u>
Date Received	<u>2-16-10</u>
Date Completed	

Fund No. 112 Agency No. 43C Organ. No. 4343
 Organization Name: MH- Developmental Disabilities Contracts

ITEM NO. 2I(4)e

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance	86,998	160,000	246,998
4271	NC Child DD State	265,966	15,000	280,966
4282	NC Adult DD State	1,089,205	(3,073)	1,086,132
				-
				-
				-
Total		1,442,169	171,927	1,614,096

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3390	476	Contracted Services	629,500	171,927	801,427
Total			0	171,927	

Justification:

To reconcile State UCR allocations and adjust revenue sources due to SFY10 Reduction of Service and Restoration Funding. In addition, the State has merged MR/MI funding with Adult DD Funds. To budget Mental Health Trust Fund allocation.

Funding Source: State: 11,927 Federal: _____ County: _____ New: _____ Other: _____
 Fees: _____ Prior Year: 160,000

Submitted By: [Signature]
 Department Head

Date: 2/4/10

Reviewed By: [Signature]
 Budget Analyst

Date: 2-16-10

Reviewed By: [Signature]
 Deputy Assistant County Mgr

Date: 2/24/10

Reviewed By: _____
 Information Services

Date: _____

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

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B10-250</u>
Date Received	<u>2.16.10</u>
Date Completed	

Fund No. 112 Agency No. 43E Organ. No. 434R

Organization Name: MH- Adult Contracts

ITEM NO. 2I(4)f

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance	861,836	273,286	1,135,122
4246	NC Adult MH State	911,466	(289,514)	621,952
Total		1,773,302	(16,228)	1,757,074

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3390	486	Contracted Services	1,125,000	(16,228)	1,108,772
Total			1,125,000	(16,228)	1,108,772

Justification:

To reconcile State allocations and adjust revenue sources due to SFY10 Reduction of Service and Restoration Funding. To budget State Mental Health Trust Fund Allocation.

Funding Source: State: -289,514 Federal: _____ Fund Balance: County: _____ New: _____ Other: _____
Other: _____ Fees: _____ Prior Year: 273,286

Submitted By: [Signature] Date: 2/4/10
Department Head

Reviewed By: [Signature] Date: 2.16.10
Budget Analyst

Reviewed By: [Signature] Date: 2/24/10
Deputy Assistant County Mgr

Reviewed By: _____ Date: _____
Information Services

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

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B10-251</u>
Date Received	<u>2.16.10</u>
Date Completed	

Fund No. 112 Agency No. 43E Organ. No. 435Z
 Organization Name: MH - Adult Homeless

ITEM NO. 2I(4)g

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4205	NC Path Grant	87,364	8,013	95,377
Total		87,364	8,013	95,377

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
4386	488	General Assistance	5,000	8,013	13,013
Total			5,000	8,013	13,013

Justification:

funds allocated for payment of security deposits for PATH enrolled consumers.

Funding Source:

State: _____ Federal: 8,013 County: _____ New: _____ Other: _____
 Other: _____ Fees: _____ Prior Year: _____

Fund Balance:

Submitted By: [Signature] Department Head

Date: 2/4/10

Reviewed By: [Signature] Budget Analyst

Date: 2.16.10

Reviewed By: [Signature] Deputy/Assistant County Mgr

Date: 2/24/10

Reviewed By: _____ Information Services

Date: _____

Approved By:

County Manager

Board of County Commissioners

Date: _____

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>810.252</u>
Date Received	<u>2.16.10</u>
Date Completed	

Fund No. 112 Agency No. 435 Organ. No. 4335

Organization Name: MH- Mental Health Department

ITEM NO. 2 I (4) h

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4296	NC Other State	610,492	(34,410)	576,082
Total		610,492	(34,410)	576,082

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3111	521	Professional Services Legal	150,000	35,000	185,000
3360	521	Other Service	418,000	(35,000)	383,000
3390	521	Contracted Services	57,500	(34,410)	23,090
Total			625,500	(34,410)	591,090

Justification:

To reconcile LME Service Management Funds allocation.

Funding Source: State: -34,410 Federal: _____ County: _____ New: _____ Other: _____
Other: _____ Fees: _____ Prior Year: _____

Submitted By: [Signature]
Department Head

Date: 2/4/10

Reviewed By: [Signature]
Budget Analyst

Date: 2.16.10

Reviewed By: [Signature]
Deputy Assistant County Mgr

Date: 2/24/10

Reviewed By: _____
Information Services

Date: _____

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

COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST

Budget Office Use	
Budget Revision No.	1810-253
Date Received	2-16-10
Date Completed	

Fund No. 112 Agency No. 436 Organ. No. 434G

Organization Name: MH- MRMI Contracts

ITEM NO. 2I(4)1

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance	0	200,000	200,000
4244	NC Thomas S	738,290	(738,290)	
4282	NC Adult DD State	0	538,290	538,290
Total		738,290	0	738,290

EXPENDITURES

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

Justification:

MR/MI Service Funds have been merged with Adult DD Funds. Also, to reconcile State allocations due to SFY10 Reduction of Service and Restoration Funding.

Funding Source:

State: -200,000
Other: _____

Federal: _____
Fees: _____

Fund Balance:

County: _____ New: _____
Prior Year: 200,000

Other: _____

Submitted By: [Signature]
Department Head

Date: 2/4/10

Reviewed By: [Signature]
Budget Analyst

Date: 2-16-10

Reviewed By: [Signature]
Deputy Assistant County Mgr

Date: 2/24/10

Reviewed By: _____
Information Services

Date: _____

Approved By:

County Manager

Board of County Commissioners

Budget Office Use	
Budget Revision No.	B10-258
Date Received	2/16/2010
Date Completed	

ITEM NO. 2I(5)

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
1000	Taxes Current Year	6,237	4,000	10,237
	Total	6,237	4,000	10,237

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
5552	847	Fire Protection Contract	7,483	4,000	11,483
Total			7,483	4,000	11,483

Funding Source: State: _____ Federal: _____ Fund Balance: _____
Other: 4,000 Fees: _____ County: _____ New: _____
Prior Year: _____ Other: _____

Approved By:

_____ **Date:** _____

County Manager

Board of County Commissioners

_____ **Date:** _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B10-257
Date Received	2/16/2010
Date Completed	

Fund No. 499 Agency No. 429 Organ. No. 4296

Organization Name: Westarea Fire District

ITEM NO. 2E(6)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
1000	Taxes Current Year	929,551	75,000	1,004,551
Total		929,551	75,000	1,004,551

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
5552	854	Fire Protection Contract	1,056,077	75,000	1,131,077
Total			1,056,077	75,000	1,131,077

Justification:

Revision in the amount of \$75,000 to increase contract for additional revenue anticipated to earn for remainder of fiscal year.

Funding Source:

State: _____
Other: 75,000

Federal: _____
Fees: _____

Fund Balance:

County: _____ New: _____
Prior Year: _____

Other: _____

Submitted By: _____

Date: _____

Reviewed By: [Signature] Department Head
Reviewed By: [Signature] Finance
Reviewed By: [Signature] Deputy Assistant County Mgr

Date: 2/16/10

Date: 2/24/10

Approved By:

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

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B10-245</u>
Date Received	<u>2/19/10</u>
Date Completed	

Fund No. 133 Agency No. 450 Organ. No. 4539
 Organization Name: Youth 70%

ITEM NO. 2I(7)a

REVENUE				
Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
453B	Youth Out-of-School Program	509,049	(166,558)	342,491
Total		509,049	(166,558)	342,491

EXPENDITURES						
Object Code	Appr	Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1210	612		Salary	151,568	(56,568)	95,000
1262	612		Salary Seasonal	111,275	18,725	130,000
1270	612		Longevity	1,036	180	1,216
1810	612		FICA	21,266	(3,960)	17,306
1820	612		Retirement	6,581	(2,081)	4,500
1824	612		401K	1,343	(1,332)	11
2201	613		Food	-	1,210	1,210
2379	613		Incentives	2,600	(2,600)	-
2992	613		Department Supplies	6,500	(5,000)	1,500
3204	613		Medical	300	(50)	250
3313	613		College/University	5,000	(4,000)	1,000
3360	613		Other Services	26,259	(25,759)	500
3388	613		Staff Support	45,900	(9,236)	36,664
3420	613		Insurance	17,159	(17,159)	-
3455	613		Printing	100	(100)	-
3472	613		Travel - Participants	1,000	(200)	800
3492	613		Operating	58,628	(58,628)	-
Total				456,515	(166,558)	289,957

Justification:

This budget revision realigns the current budget to reflect the cumulative budget as listed in the State Fiscal Management System. Statute 664.320 states that a minimum of 30 percent of the youth funds allocated must be spent on the Out-of-School Youth program. The current budget has 30 percent of the funds in OOS Program and 70 percent in the In-School Program. Workforce Development is estimating that more than 30% of the funds will be used on OOS Program. This budget revision is reducing the funds in the IS Youth Program, moving them to the OOS Program.

Funding Source:

State: 100%
 Other: _____

Fund Balance:

Federal: _____ County: _____ New: _____
 Fees: _____ Prior Year: _____

Other: _____

Submitted By: Geneva Mixon Date: 2/17/10
 Geneva Mixon, Director

Reviewed By: Kelly Centry Date: 2/19/10
 Finance

Reviewed By: Amy C. Cannon Date: 2/24/10
 Assistant County Mgr

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

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B10-266</u>
Date Received	<u>2/19/10</u>
Date Completed	

Fund No. 133 Agency No. 450 Organ. No. 4542
 Organization Name: Youth 30%

ITEM NO. 2I(7)6

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
453B	Youth Out-of-School Program	162,998	50,087	213,085
Total		162,998	50,087	213,085

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1210	618	Salary	43,536	26,464	70,000
1262	618	Salary Seasonal	66,403	1,597	68,000
1270	618	Longevity	323	823	1,146
1810	618	FICA	5,080	5,476	10,556
1820	618	Retirement	2,300	700	3,000
1824	618	401K	230	(222)	8
1830	618	Medical	7,010	2,347	9,357
2201	619	Food	-	518	518
2379	619	Incentives	300	(300)	-
3204	619	Medical	100	100	200
3313	619	College/University	11,000	14,000	25,000
3360	619	Other Services	4,000	(500)	3,500
3388	619	Staff Support	18,400	(400)	18,000
3440	619	Postage	200	(150)	50
3445	619	Telephone	210	(210)	-
3455	619	Printing	206	(206)	-
3470	619	Travel	1,500	(1,350)	150
3472	619	Travel - Participants	1,600	900	2,500
3474	619	Training	500	500	1,000
Total			162,898	50,087	212,985

Justification:

This budget revision realigns the current budget to reflect the cumulative budget as listed in the State Fiscal Management System. Statute 664.320 states that a minimum of 30 percent of the youth funds allocated must be spent on the Out-of-School Youth program. The current budget has 30 percent of the funds in OOS Program and 70 percent in the In-School Program. Workforce Development is estimating that more than 30% of the funds will be used on OOS Program. This budget revision is reducing the funds in the IS Youth Program, moving them to the OOS Program.

Funding Source:

State: 100% Federal: _____ County: _____ New: _____ Other: _____
 Other: _____ Fees: _____ Prior Year: _____

Fund Balance:

Submitted By: Geneva Mixon Date: 2/17/10
 Geneva Mixon, Director

Reviewed By: Kelly Outry Date: 2-19-10
 Finance

Reviewed By: Ami A. Cannon Date: 2/24/10
 Assistant County Mgr

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

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B10-260
Date Received	2/22/2010
Date Completed	

Fund No. 454 Agency No. 450 Organ. No. 457E
 Organization Name: 5310 Grant (Non-Medical Transportation)

ITEM NO. 2I(8)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4546	5310 Grant Revenue	0	315,000	315,000
6698	Inkind Revenue	0	35,000	35,000
Total		0	350,000	350,000

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
336E	810	5310 Non Medical Transportation	0	315,000	315,000
3411	810	Inkind Expense	0	35,000	35,000
Total			0	350,000	350,000

Justification:

Revision in the amount of \$350,000 to budget new "5310 Grant" awarded by the North Carolina Department of Transportation to provide non-medical transportation services for the elderly and handicapped population of Cumberland County. The grant period ends June 30, 2011. The grant requires a 10% local match which will be generated through rider fares equal to 10% of the fixed per trip rate. The fares will be collected by the provider (subcontractor) at the time of service delivery. The fares will be retained by the provider (subcontractor) who will subsequently be reimbursed (from grant revenue) the remaining 90% of the fixed per trip rate. Fares will be booked as inkind revenue and expense since the fares (cash) are retained by the service provider (subcontractor) and never post to the County's books.

Funding Source:

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

Fund Balance:

Submitted By: Thomas J. [Signature]
 Department Head

Date: 2/23/10

Reviewed By: Bob [Signature]
 Finance Department

Date: 2/23/10

Reviewed By: Amy [Signature]
 Assistant County Mgr

Date: 2/24/10

Approved By:

County Manager

Board of County Commissioners

Date: _____

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B10-272
Date Received	2/22/2010
Date Completed	

Fund No. 454 Agency No. 450 Organ. No. 457A

Organization Name: Community Transportation Program

ITEM NO. 2I(9)

REVENUE				
Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9110	Transfer from General Fund	11,931	1,991	13,922
Total		11,931	1,991	13,922

Pg 1 of 2

EXPENDITURES					
Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1265	796	Salaries Part-Time	10,254	2,563	12,817
1810	796	FICA Match	3,516	197	3,713
1820	796	Retirement	2,251	126	2,377
1830	796	Medical Insurance	5,750	2,875	8,625
1860	796	Workers Compensation	92	5	97
1991	796	Salary Adjustments	3,775	(3,775)	-
Total			25,638	1,991	27,629

Justification:

Revision to provide additional budget required to implement changing position number PLN0904 from .5 FTE to .75 FTE effective January 17, 2010. The additional funds will come from currently budgeted salary adjustments and a transfer from Planning & Inspections using lapsed salary from position # PLN0515.

Funding Source:

State: _____
Other: _____

Federal: _____
Fees: _____

Fund Balance:

County: _____ New: _____
Prior Year: _____

Other: _____

Submitted By: Thomas J. Ford Date: 2/22/10
Department Head

Reviewed By: Bob Tucker Date: 2/22/10
Finance Department

Reviewed By: Amber Cannon Date: 2/24/10
Assistant County Mgr

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

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B10-272A
Date Received	2/22/2010
Date Completed	

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

Organization Name: Planning & Inspections

pg 2 of 2

REVENUE

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

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1210	326	Salaries Regular	2,074,449	(1,991)	2,072,458
389H	329	Transfer to Fund 454	1,750	1,991	3,741

Total	2,076,199	-	2,076,199
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Justification:

Revision to budget transfer to Fund 454 to provide part of the additional funds required to implement changing position number PLN0904 from .5 FTE to .75 FTE effective January 17, 2010. The additional funds will come from currently budgeted salary adjustments in Fund 454 and a transfer from Planning & Inspections using lapsed salary from position # PLN0515.

Funding Source:

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

Fund Balance:

Submitted By: *Thomas J. Kye*
Department Head

Date: 2/22/10

Reviewed By: *Bob Tucker*
Finance Department

Date: 2/22/10

Reviewed By: *Amy L. Cannon*
Assistant County Mgr

Date: 2/24/10

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

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B70-274</u>
Date Received	<u>2-22-10</u>
Date Completed	

Fund No. 139 Agency No. 450 Organ. No. New
 Organization Name: SCSEP CAA 2010 Grant

ITEM NO. 2E(10)

REVENUE				
Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4680	Federal Grant	-	369,258	369,258
9110	General Fund Transfer	-	34,567	34,567
6698	In-Kind	-	14,095	14,095
Total		-	417,920	417,920

EXPENDITURES						
Object Code	Appr	Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1210	New		Salaries Regular	-	28,391	28,391
1266	New		Salaries Part-time	-	296,126	296,126
1270	New		Longevity	-	215	215
1810	New		FICA	-	24,842	24,842
1820	New		Retirement	-	1,281	1,281
1830	New		Medical Insurance	-	3,050	3,050
2992	New		Supplies	-	530	530
3204	New		Medical	-	212	212
3315	New		Professional Training	-	2,361	2,361
3411	New		In-Kind	-	14,095	14,095
3420	New		Insurance	-	8,960	8,960
3440	New		Postage	-	552	552
3445	New		Telephone	-	133	133
3450	New		Copier Charges	-	186	186
3455	New		Printing	-	80	80
3460	New		Rent	-	4,707	4,707
3470	New		Travel Employees	-	2,865	2,865
3474	New		Training	-	1,750	1,750
3410	New		Indirect Costs	-	27,584	27,584
Total				-	417,920	417,920

Justification:

The FY 2010 Transportation, Housing and Urban Development, and Related Agencies Appropriations conference report was approved on December 8, 2009. Within this report was an additional appropriation for *Older Workers* to provide community service opportunities for approximately 125,000 low-income seniors. This program places low income, unemployed adults over the age of 55 in training and subsidized employment with community service organizations. With the recession's impact on older workers, these additional funds are needed to provide income-producing opportunities for eligible individuals. Of the \$825 million total appropriated, Cumberland County was approved to receive \$369,258. This budget revision appropriates these funds.

Funding Source:

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

Fund Balance:

Submitted By: Geneva Mixon Date: 2/22/10
 Geneva Mixon, Director
 Reviewed By: Kelley Centry Date: 2-22-10
 Finance
 Reviewed By: Amel Cannon Date: 2/22/10
 Assistant County Mgr

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

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B10-274A
Date Received	2/22/2010
Date Completed	

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

Organization Name: General Government Other

pg 2 of 2

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated		34,567	
Total		0	34,567	-

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
389L	091	Transfer to Fund 139	17,986	34,567	52,553
Total			17,986	34,567	52,553

Justification:

Revision in the amount of \$34,567 to appropriate fund balance for a required match for Senior Aides Consolidation Appropriations Act of 2010 Grant of \$369,258.

Funding Source:

State: _____
Other: _____

Federal: _____
Fees: _____

Fund Balance:

County: _____ New: 34,567
Prior Year: _____

Other: _____

Submitted By: _____

Date: _____

HGA
Reviewed By: Kelly Autry Department Head
Finance

Date: 2.22.10

Reviewed By: _____
Deputy/Assistant County Mgr

Date: _____

Approved By:

County Manager

Board of County Commissioners

Date: _____

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B10-276
Date Received	2/24/2010
Date Completed	

Fund No. 420 Agency No. 442 Organ. No. 4441

Organization Name: Recreation and Parks

ITEM NO. 2.I(11)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
1000	Taxes Current Year	2,221,778	500,000	2,721,778
		2,221,778	500,000	2,721,778

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3390	726	Contracted Services	2,505,000	500,000	3,005,000
Total			2,505,000	500,000	3,005,000

Justification:

Revision in the amount of \$30,000 to recognize additional revenue earned in FY2010 to pay City of Fayetteville contract for services.

Funding Source:

State: _____
Other: _____

Federal: _____
Fees: _____

Fund Balance:

County: _____ New: _____
Prior Year: _____

Other: _____

Submitted By: _____

Date: _____

HCA Department Head

Reviewed By: *Kelley Autrey*
Finance

Date: *2.24.10*

Reviewed By: *Amber Cunniff*
Deputy/Assistant County Mgr

Date: *2/24/10*

Approved By:

Date: _____

County Manager

Board of County
Commissioners

Date: _____

ROBERT N. STANGER, P.E.
County Engineer



SAM LUCAS
Engineering Technician II

WAYNE DUDLEY, CFM
Engineering Technician I

ENGINEERING DEPARTMENT

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

February 24, 2010

ITEM NO. 3

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBERT N. STANGER, COUNTY ENGINEER

THROUGH: AMY H. CANNON, ASSISTANT COUNTY MANAGER

SUBJECT: CONSIDERATION OF SELECTION OF ARCHITECT FOR OLD PUBLIC HEALTH CENTER RENOVATION PROJECT

BACKGROUND:

Request for Qualifications to provide Architectural Services for the Old Public Health Center Renovation Project were solicited from local architectural firms. A copy of the RFQ is attached for reference. The scope of services includes developing a building program, evaluate existing building systems, prepare schematic floor plans and preliminary cost estimates for the proposed renovations of the Old Public Health Center for reuse as County Administrative offices. Responses were received on February 3, 2010 from three firms and the written qualification statements were reviewed by the project team on February 15, 2010. The firm of Gordon Johnson Architecture (GJA) in collaboration with Calloway, Johnson, Moore & West (CJM&W) was deemed the most qualified for this assignment by the project team based on current workload and knowledge of the existing facility. Gordon Johnson Architecture will be the principal architectural firm with CJM&W serving as a design consultant.

A meeting was held with Gordon Johnson and Allan McGuinn (CJM&W) on February 18, 2010 to refine the scope of services, discuss architectural fees and review the proposed form of agreement. Based on the architect's initial scope of services, the proposed fee exceeded the amount budgeted for this phase of work. The level of detail in the schematic phase was reduced in order to get the fees in line with our budget.

Attached is the proposal from GJA/CJM&W that describes in detail the scope of services and associated fees. The proposed fee is a stipulated sum of \$97,000 plus a travel allowance not-to-exceed \$3,000 for a total of \$100,000. The proposed form of agreement is the AIA Document B102 which will be modified to include the County's Dispute Resolution Clause and other conditions required by the County Attorney's Office.

Celebrating Our Past...Embracing Our Future

RECOMMENDATION/PROPOSED ACTION:

The recommendation of the County Engineer and management is to:

1. Approve the selection of Gordon Johnson Architecture in collaboration with Calloway, Johnson, Moore & West to provide architectural services for the Old Public Health Center Renovation Project.
2. Authorize the County Manager to execute a mutually acceptable agreement with Gordon Johnson Architect, subject to review for legal sufficiency by the County Attorney's Office, in the amount not-to-exceed \$100,000.

The proposed action by the Board is to follow the staff recommendations.

CUMBERLAND COUNTY
REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES
OLD PUBLIC HEALTH CENTER RENOVATION PROJECT

The County of Cumberland recently completed construction of a new Public Health Center and the Board of Commissioners is considering renovation of the Old Public Health Center located at 227 Fountain Head Lane for relocation of county offices from the New Courthouse and other locations. A feasibility study was prepared by staff in February 2008 that reviewed the existing space utilization and future growth of county departments considered for relocation and evaluated potential alternative sites of which renovation of the Old Public Health Center appears to be the most cost effective.

The county departments being considered for relocation include; Tax Administration, Board of Commissioners, County Administration, Finance, Information Services, Human Resources, County Attorney, Risk Management and Community Development. These departments are utilizing roughly 51,314 sf of floor space in their current locations (includes circulation/support areas) and the projected future floor space requirement (5 to 7 years) is 70,200 sf. The Old Public Health Center contains about 88,000 sf on four floors.

The Board of Commissioners has instructed County Management to develop a building program, schematic plan and estimated renovation cost for potential reuse of the Old Public Health Center for County Administrative offices.

Cumberland County is Soliciting Statements of Qualifications from architectural firms experienced in the planning and design of governmental facilities.

The scope of services includes:

1. Review the Feasibility Study developed by staff and assist the County in developing the program requirements for the proposed renovated facility.
2. Preliminary review of existing building PM&E systems.
3. Prepare schematic floor plans showing proposed reconfiguration of space based on the approved building program that accounts for current functional space requirements and future expansion.
4. Prepare a schematic site plan that incorporates site renovations necessary to create a drive-through access for the public to list and pay taxes.
5. Evaluate current parking and site improvements to support the new operations at the facility.
6. Prepare detailed preliminary cost estimate for the renovation project to include construction, design fees and contingencies.

All responses to this request for qualifications shall include the following minimum information:

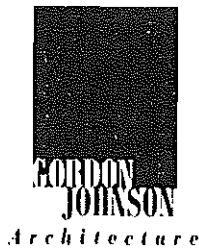
1. Firm name, address and telephone numbers.
2. Names of principals of the firm and states in which they are registered.
3. Names of key personnel available for this assignment.
4. Number of staff available for this assignment.
5. Names of outside consultants and associates to be utilized for this assignment.
6. Brief list of completed projects for which the firm was responsible, including client's name and telephone number. List only those projects that demonstrate the firm's qualifications in the planning and design of governmental office facilities.
7. List of current projects underway and the estimated cost and completion date of each.
8. General description of how the firm would conduct the project together with an estimated project timetable. All work under this assignment shall be completed no later than May 15, 2010.

The Cumberland County Old Public Health Center Renovation Project Committee shall review the Statements of Qualifications and shall select the best qualified firm in their estimation and negotiate a fee for professional services rendered.

All interested firms should submit five (5) copies of their Statement of Qualifications to:

Mr. Robert N. Stanger, P.E.
Cumberland County Engineering Department
Post Office Box 1829
Fayetteville, North Carolina 28302

Responses must be limited to no more than 15 pages and be received on or before February 3, 2010 to be considered. The Cumberland County Board of Commissioners shall have final contract approval.



February 23, 2010

Mr. Robert N. Stanger, P.E., Director
Cumberland County Engineering Department
PO Box 1829
Fayetteville, NC 28302

Re: Renovation Study of the Old Cumberland County Public Health Center

Dear Mr. Stanger,

The collaborative team of Gordon Johnson Architecture and Calloway Johnson Moore & West, PA (GJA/CJMW) is pleased to submit this **revised** proposal to provide architectural and engineering services for the proposed renovation study of the Old Cumberland County Public Health Center Building into new County administrative offices.

Scope of Project

The scope of this proposal is based on the County's request for qualifications, and the Feasibility Study/Needs Assessment prepared by the Cumberland County Utilities Department on February 1, 2008. The study outlines the rationale for relocation of the County administrative offices from the Courthouse to the previous 88,000 SF Health Department Building on Fountain Head Lane. As outlined in the request for qualifications, this project has four primary goals or tasks; first, develop a space program for Cumberland County administrative departments that reflects current and future staffing needs. Second, provide a code review that verifies compliance and deficiencies with existing code requirements. Third, provide an update to the systems evaluation developed by CJMW in 2006 to verify the building's current condition. Fourth, develop schematic plans that incorporate the programmatic spaces within the existing building shell. Fifth, develop a statement of probable construction/project cost for the building renovation and associated site work required.

Scope of Services

The design team will develop graphic and written documentation in the form of a bound report with associated drawings, consistent with industry standards, that addresses the tasks outlined in the scope of the project. Specific items, deliverables or tasks provided in the GJA/CJMW scope of services will include:

- 1) Development of a space utilization program that identifies spaces required for current staffing, potential five year + growth, and facility needs anticipated by the departments being relocated from the County Courthouse. These departments include:

- Tax Administration
- County Commissioners
- County Administration
- County Finance
- Information Services (IT)
- County Personal
- County Attorney's Office
- Risk Management
- Community Development
- County Mail Room & Print Shop

Program development will require meeting with County facilities representatives, administrators and other appropriate staff in each of the departments identified to gather necessary information.

Please note that this program is not building specific. It can be used in the design of a new facility or for the renovation of another building if relocation in the Old Health Department building is considered infeasible.

- 2) A basic code review that identifies required code compliance for items such as: fire protection, egress, accessibility, and energy compliance, etc.
- 3) An update to the existing conditions survey developed in 2006 by CJMW that previously evaluated the structural, mechanical, plumbing, electrical systems and fire protection systems of the previous Public Health Center Building.
- 4) Drawings and sketch-up modeling that document proposed schematic modifications to the site plan, building floor plans and primary elevations as necessary to describe the programmatic space requirements and modifications to the building entrance and exterior finishes. These documents will also include a schematic narrative and/or diagrammatic plan of the HVAC, plumbing, electrical, and fire protection modifications proposed for the building.
- 5) A statement of probable construction/project cost for the building renovation and associated site work required.

Fee Proposal

GJA/CJMW proposes to provide the above stated professional services study for a lump sum fee delineated by task as follows:

▪ Programming	\$46,000
▪ Building evaluation update (<i>\$10,000 credit for using evaluation prepared previously</i>)	\$8,000
▪ Schematic Design (<i>\$4,000 credit for CAD templates prepared previously</i>)	\$38,000
▪ Site Evaluation	\$2,500
▪ Statement of Probable Project Cost	\$2,500
▪ Not to exceed travel allowance	<u>\$3,000</u>
	\$100,000

Mr. Robert N. Stanger, P.E., Director
Cumberland County Engineering Department
Fayetteville, NC
February 23, 2010
Page 3 of 4

If a storm water analysis is required to determine the additional site construction and associated cost required to comply with the City Storm Water Ordinance, we propose a lump-sum fee of:

- | | |
|---------------------------------|---------|
| ▪ Optional Storm water analysis | \$7,500 |
|---------------------------------|---------|

These lump-sum fees are based on the anticipated hours required by GJA/CJMW and our consultants to complete the work defined by the scope of services. These fees include our typical anticipated miscellaneous expense for the identified tasks.

We have deducted \$10,000 from our base fee as a credit, given that we can use a significant portion of our previous building evaluation. We have also deducted \$4,000 as a credit from our fee for the CAD base drawings necessary for schematic planning, that we developed as part of the previous study.

Additional Services

If there are any significant changes to the scope of services identified above, GJA/CJMW will perform the additional services required for a mutually agreed upon modification to the stated fee. We will not proceed with additional services without your authorization. Items such as large format printing or program workshop materials for public display or dissemination are considered reimbursable expenses billed at our actual cost.

Project Schedule

We will begin work on the project promptly upon receipt of your authorization to proceed. If the project is initiated by the first of March, we are confident the project can be completed by May 14, 2010

Client Responsibilities

We request that County Staff work expeditiously with the design team and assist with the timely completion of this project by providing pertinent information, if available, such as:

- Drawings or blueprints of the existing building
- Copies of previous evaluations or studies
- Site survey and topographic mapping
- Geotechnical reports
- Environmental testing or evaluation (Phase I & II environmental) if applicable.

Payments

Invoices for our services are typically submitted every month for the portion of services completed prior to that date. Payment in full is expected within fifteen (15) days of receipt of the invoice.

Mr. Robert N. Stanger, P.E., Director
Cumberland County Engineering Department
Fayetteville, NC
February 23, 2010
Page 4 of 4

Form of Contract

We recommend using an AIA B102 Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services (*Scope will be defined by proposal attached to agreement*), 2007 Edition, with some modifications, as the contract for this project. For this phase of the work we propose that the agreement would be between Cumberland County and Gordon Johnson Architects, with CJMW serving as programming and design consultant. If you concur and accept this proposal, we will initiate the preparation of this Agreement. Meanwhile, this letter may serve as an interim agreement allowing us to proceed with the project upon your written authorization

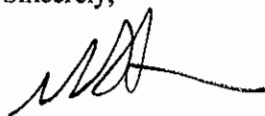
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If you have any questions regarding this proposal or if you wish to discuss any aspect of the project do not hesitate to contact us. We are pleased with the prospect of working with you and County staff on this project, and we look forward to the opportunity to continue our service to Cumberland County.

Sincerely,



Gordon Johnson, AIA, LEED^{AP}
President – Gordon Johnson Architecture



Alan D. McGuinn, AIA, LEED^{AP}
Principal - CJMW Architecture

Gordon Johnson Architecture (GJA)

Calloway Johnson Moore & West, PA (CJMW)

654 Hay Street, Suite 4
Fayetteville, NC 28301
p: 910-223-2186
f: 910-223-2179
e-mail: gordon@gordonjohnsonarchitecture.com

One Page Avenue, Suite 200
Asheville, NC 28801
p: 828-225-7400
f: 828-225-7401
e-mail: alan.mcguinn@cjmww.com

cc: RMF/BR/GJ

Accepted for Cumberland County, NC by:

Signature

Printed name and Title

Date

By signing this document, the signers confirm that they are authorized to accept this proposal on behalf of Cumberland County, NC. Upon acceptance, please return one signed copy for our records and retain one copy for your records.

BILLY R. KING
Chairman

KENNETH S. EDGE
Vice Chairman

J. BREEDEN BLACKWELL
JEANNETTE M. COUNCIL
MARSHALL FAIRCLOTH
JIMMY KEEFE
EDWARD G. MELVIN



MARIE COLGAN
Clerk to the Board

CANDICE WHITE
Deputy Clerk

BOARD OF COMMISSIONERS

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

February 19, 2010

ITEM NO. 4A

March 1, 2010 Agenda Item

TO: Board of Commissioners

FROM: Candice H. White, Deputy Clerk to the Board *CW*

SUBJECT: Mid-Carolina Aging Advisory Committee

The Mid-Carolina Aging Advisory Committee has the following one (1) vacancy:

Elected Official

Huell Aekins – second term expired December 31, 2008. Not eligible for reappointment. Recommendation is for **Frances Collier**, Town of Linden Commissioner, to fill the vacancy. (See attached.)

I have attached the current membership list. I have also attached the applicant list; however, there are no applications on file for the Elected Official position.

PROPOSED ACTION: Make nomination to fill the one (1) vacancy above.

pc: Carolyn Tracy, Aging Administrator
Mid-Carolina Area Agency on Aging

Celebrating Our Past...Embracing Our Future

Candice White

From: Carolyn Tracy [ctracy@mccog.org]
Sent: Monday, February 15, 2010 3:22 PM
To: Candice White
Cc: fvcollier@embarqmail.com; 'Glenda Dye'; 'Debbie Nunnery'
Subject: RE: Mid-Carolina Aging Advisory Committee

Candice,

Frances Collier, Town Commissioner from Linden, has agreed that she would be willing to serve as the elected official for Cumberland County on the Mid-Carolina Aging Advisory Council. It is my recommendation that she be appointed by the Cumberland County Board of Commissioners.

Her contact information is as follows:

Frances Collier
P.O. Box 47
Linden, NC 28356
Home: (910) 980-0536
Town Hall: (910) 980-0119
Email: fvcollier@embarqmail.com

Thank you for your assistance with this process. If Ms. Collier is appointed, the Cumberland County appointees are up-to-date for this committee.

Just for your information, I have provided the new appointee orientation to Dr. Rebecca Campbell for this committee and the Mid-Carolina Council of Governments Board Member representation is Arnold Page from Salemburg, N.C.

Carolyn Tracy
Mid-Carolina Area Agency on Aging
P.O. Drawer 1510
Fayetteville, NC 28302
(910) 323-4191 ext. 26
ctracy@mccog.org

2/15/2010

MID-CAROLINA AGING ADVISORY COMMITTEE
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Volunteers</u>				
Carolyn Owens (W/F) 205 Bobbie Street Fayetteville, NC 28306 425-8657/483-8442(W)	8/07	1 st	Aug/10 8/31/10	Yes
David V. McMillan (_/M) 632 Tokay Drive Fayetteville, NC 28301 488-7643	4/07	1 st full	Aug/10 8/31/10	Yes
Rebecca Campbell 7027 Darnell Street Fayetteville, NC 27314 487-1555 (H)	1/10	1 st	Aug/10 8/31/10	Yes
(serving unexpired term; eligible for 2 additional terms)				
<u>Consumers</u>				
Daniel DeCriscio (_/M) 3604 Crampton Road Hope Mills, NC 28348 425-6365	8/07	1 st full	Aug/10 8/31/10	Yes
Eleanor Ayers (W/F) 6750 Clinton Road Stedman, NC 28391-8836 483-1875	8/07	2 nd	Aug/10 8/31/10	No

Elected Official

VACANT (vacated by Huell Aekins)

Veterans Hospital Rep.

VACANT (vacated by Nina Davis)

Contact: Mid-Carolina Council of Governments (Carolyn Tracy, 323-4191 x26) – F # 323-9330

Meetings: 1st Tuesday, 2:00 PM, Various Locations
Meetings are held the last month of each quarter.

APPLICANTS FOR
MID-CAROLINA AGING ADVISORY COMMITTEE

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BURGESS, PAUL F. (??) 5620-C CHASON RIDGE DRIVE FAYETTEVILLE, NC 28314 864-2186	RETIRED MILITARY	AS – BUSINESS MGT AS – CRIMINAL JUSTICE
BUSSEY, LESTER 673 STONEYKIRK DRIVE FAYETTEVILLE, NC 28314 868-9322	RETIRED	HS – SOME COLLEGE
CEZAI, DR. JOAN (B/F) 737 MAXINE STREET FAYETTEVILLE, NC 28303 822-0759/672-1009 (W)	ASSISTANT PROFESSOR FSU	BBA; MBA; DOCTORATE
COGDELL, EDNA A. (B/F) 734 ASHBURTON DR FAYETTEVILLE, NC 28301 488-4582 **SERVES ON THE JOINT APPEARANCE COMMISSION**	RETIRED EDUCATOR	MASTERS – LIBRARY SCIENCE, BS – ENGLISH
HACKETT, MARIAN J. (B/F) 4184 FERNCREEK DRIVE FAYETTEVILLE, NC 28314 323-3060/672-2129 **SERVES ON THE ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE**	RN – LECTURER FSU	MASTER – NURSING
HICKS, MARYBETH (W/F) 936 McKIMMON ROAD FAYETTEVILLE, NC 28303 229-3145/(614)595-3857 (C)	HOMEMAKER	SOME COLLEGE
HOGAN, GEORGE (B/M) 2641 ADAMS LAKE ROAD, APT A FAYETTEVILLE, NC 28304 339-0536	RETIRED: ARMY & EDUCATION	Ph.D – EDUCATION MA – HE ADMINISTRATION BA – SOCIAL SCIENCE
McALLISTER, MEREDITH (B/F) 553 HOLLYBERRY LANE FAYETTEVILLE, NC 28314 867-8564/222-8751 (W)	CERTIFIED PERSONAL FINANCE COUNSELOR CONSUMER EDUCATION SERVICES, INC.	BUSINESS – UNC AT CHAPEL HILL
MORALES, OCTOBER R. (W/F) 1917 DAPHNE CIRCLE FAYETTEVILLE, NC 28304 (831) 601-7217/689-0150	ACTIVITIES DIRECTORS HAYMOUNT REHAB & NURSING CENTER	BA – MIDDLE EASTERN STUDIES
PAUL, ROBIN (B/F) 363 KIMBERWICKE DRIVE FAYETTEVILLE, NC 28311 424-2278/237-2829 (W)	SELF-EMPLOYED CARE FINDERS FIRST	MASTERS-TEACHING READING K-6

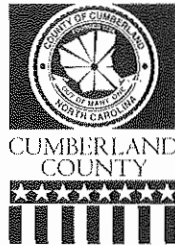
MID-CAROLINA AGING APPLICANTS, PAGE 2

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
SMITH, CARLA (B/F) 1004 WILLOW STREET FAYETTEVILLE NC 28303 323-8841/6289-0150 (W)	SOCIAL WORKER HAYMOUNT REHAB & NURSING CTR.	MSW
THOMAS, TERRI (B/F) 508 SPAULDING STREET FAYETTEVILLE, NC 28301 485-4765 / 988-7672 (C)	SELF-EMPLOYED ELDERLY ADVOCATE	BA-MS GERONTOLOGY
SERVES ON THE NURSING HOME ADVISORY BOARD		
TOMLINSON-KNOELL, REV. NANETTE 609 TALLSTONE DRIVE FAYETTEVILLE, NC 28311 339-2201/489-2198	PASTOR	BA – ELEMENTARY EDUC. MASTER OF DIVINITY
SERVES ON THE ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE		
WATSON, WILLIAM J. (B/M) 1881 GOLA DRIVE FAYETTEVILLE, NC 28301 488-6600	RETIRED TEACHER	BS & MASTERS – SCIENCE
WOLFE, JACQUELINE B. (W/F) 1812 MANCHESTER STREET FAYETTEVILLE, NC 28303 484-8588	RETIRED - FAYETTEVILLE POSTAL CU	HS; SOME TECH COURSES
SERVES ON THE ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE		

BILLY R. KING
Chairman

KENNETH S. EDGE
Vice Chairman

J. BREEDEN BLACKWELL
JEANNETTE M. COUNCIL
MARSHALL FAIRCLOTH
JIMMY KEEFE
EDWARD G. MELVIN



MARIE COLGAN
Clerk to the Board

CANDICE WHITE
Deputy Clerk

BOARD OF COMMISSIONERS

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

February 19, 2010

ITEM NO. 5A

March 1, 2010 Agenda Item

TO: Board of Commissioners

FROM: Candice H. White, Deputy Clerk to the Board

SUBJECT: Adult Care Home Community Advisory Committee

BACKGROUND: On February 16, 2010, the Board of Commissioners nominated the following individual to fill one (1) upcoming vacancy on the Adult Care Home Community Advisory Committee:

Jacqueline Wolfe (reappointment)

I have attached the current membership list for this committee.

PROPOSED ACTION: Appoint individual to fill the one (1) vacancy above.

Attachment

pc: Andrea Wright-Valdez, Mid-Carolina Area Agency on Aging

Celebrating Our Past...Embracing Our Future

ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE
Initial Appointment 1 Year/Subsequent Term 3 Years

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Terri Thomas (B/F) 508 Spaulding Street Fayetteville, NC 28301 485-4764/988-7672 (C)	4/09	Initial	Apr/10 4/30/10	Yes
Toney Edwards (B/M) 3622 Clearwater Drive Fayetteville, NC 28311 822-4261/391-7910 (C)	04/09	1 st	Apr/12 4/30/12	Yes
Mary Ann Brown-Jackson 1959B James Hamner Way Fayetteville, NC 28311 822-1311/893-8151 x330 (W)	1/09	2 nd	Jan/12 1/31/12	No
Sandra Ebron (B/F) PO Box 65306 Fayetteville, NC 28306 424-3932/922-9446(C)	12/09	1st	Dec/12 12/31/12	Yes
Herma Jean Bradley (/F) 714 Topeka Street Fayetteville, NC 28301 822-3689	5/09	2 nd	June/12 6/30/12	No
Mexie Fields (/F) 1815 Primrose Drive Fayetteville, NC 28301 488-8432	1/10	2nd	Jan/13 1/31/13	No
Yvonne Booth (B/F) 4568 Turquoise Road Fayetteville, NC 28311 488-7260	8/09	1st	Aug/12 8/31/12	Yes
Daniel Rodriguez (H/M) 2634 Franciscan Drive Fayetteville, NC 28306 425-2746/432-9701 (W)	5/09	Initial	May/10 5/31/10	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Dell Caramanno (W/F) 5578 Quietwood Place Fayetteville, NC 28304 423-2622	4/00	1 st	Apr/12 4/30/12	Yes
Jacqueline Wolfe (W/F) 1812 Manchester Street Fayetteville, NC 28303 484-8588/818-2201 (C)	3/09	Initial	Mar/10 3/31/10	Yes
Wynella A. Myers (B/F) 706 Sarazan Drive Fayetteville, NC 28303 822-5526/273-8483 (C)	8/07	1 st	Aug/10 8/31/10	Yes
October Morales (W/F) 1917 Daphne Circle Fayetteville, NC 28304 (831)601-7217/689-0150 (W)	4/09	Initial	April/10 4/30/10	Yes
Ralph T. Cascasan (A/M) 910 Alexwood Drive Hope Mills, NC 28348-1695 425-9704/433-1039 (W)	5/09	Initial	June/10 6/30/10	Yes
Alfonso Ferguson, Sr. 3329 Eastgate Street Eastover, NC 28312-9311 401-2313/483-9916 ext. 5551235 (W)	8/09	Initial	Aug/10 8/31/10	Yes
Cassandra W. Haire (B/F) 515 Albany Street Fayetteville, NC 28301 728-0175	12/09	1st	Dec/12 12/31/12	Yes
Kim Howard (_/F) 6018 Lakaway Drive Fayetteville, NC 28306 308-5974	4/08	1 st	Apr/11 4/30/11	Yes

CONTACT: Andrea Wright-Valdez, Regional Ombudsman, Mid-Carolina Area Agency on Aging,
P. O. Box 1510, Fayetteville, NC 28302 - Phone: 323-4191, ext. 25 – Fax: 323-9330

MEETINGS: Quarterly: 3rd Thursday of the last month of each quarter - 10:00 am - various adult care
homes in Cumberland County

BILLY R. KING
Chairman

KENNETH S. EDGE
Vice Chairman

J. BREEDEN BLACKWELL
JEANNETTE M. COUNCIL
MARSHALL FAIRCLOTH
JIMMY KEEFE
EDWARD G. MELVIN



MARIE COLGAN
Clerk to the Board

CANDICE WHITE
Deputy Clerk

BOARD OF COMMISSIONERS

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February 19, 2010

ITEM NO. 5B

March 1, 2010 Agenda Item

TO: Board of Commissioners
FROM: Candice H. White, Deputy Clerk to the Board *CW*
SUBJECT: Air Quality Stakeholders' Committee

BACKGROUND: On February 16, 2010, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Air Quality Stakeholders' Committee:

Town of Spring Lake Stakeholder: **Alderman Debora Hudson** (new appointment)

I have attached the current membership list for this committee.

PROPOSED ACTION: Appoint individual to fill the one (1) vacancy above.

Attachment

pc: Maurizia Chapman, FAMPO

Celebrating Our Past...Embracing Our Future

AIR QUALITY STAKEHOLDERS COMMITTEE
3-year terms

<u>NAME</u>	<u>STAKEHOLDER</u>	<u>DATE APPT'D</u>	<u>TERM</u>	<u>EXPIRES</u>	<u>ELIGIBLE FOR REAPPOINT.</u>
Commissioner Peggy Raymes PO Box 220 Stedman, NC 28391 323-1892	Town of Stedman	4/09	1 st	April/12 4/30/12	Yes
Councilman Keith Bates 5404 Chesapeake Road Fayetteville, NC 28311 488-6315/494-2256 (c) Kbates05@nc.rr.com	City of Fayetteville	12/09	1 st	Dec/12 12/31/12	No
Mayor Pro-Tem James O'Garra 614 Duncan Road Spring Lake, NC 28390 (filling unexpired term) 797-7145 ogarraone@aol.com	Town of Spring Lake	8/07	1 st	Feb/10 2/28/10	Yes
Commissioner Eddie Maynor Town of Hope Mills PO Box 367 Hope Mills, NC 28348 (filling unexpired term) 424-4555/484-4214/286-3214 pcregister@town.hope-mills.nc.us	Town of Hope Mills	3/08	1 st	Feb/10 2/28/10	Yes
Elizabeth Small 4835 Main Street Linden, NC 28356-0228 980-0821	Town of Linden	8/09	1 st	Aug/12 8/31/12	Yes
Janice Lucas 7370 N. West Street Falcon, NC 28342 980-1296 Jhl0717@aol.com	Town of Falcon	9/09	1 st	Sept/12 9/30/12	Yes
Natalee Ezzell 7650 Sisk Culbreth Road Godwin, NC 28344 273-5457 (C) Njezzell0331@mail.campbell.edu	Town of Godwin	6/09	1 st	Jun/12 6/30/12	Yes
Commissioner Johnny Lanthorn 6841 Main Street Wade, NC 28395 484-7467 Johnny.lanthorn@faypwc.com	Town of Wade	6/09	1 st	Jun/12 6/30/12	Yes
Steve Oakley Town of Eastover 1107 Asbury Road Fayetteville, NC 28312 484/8048/850-7656 spyderncsu@nc.rr.com	Town of Eastover	3/08	1 st	Feb/11 2/28/11	Yes

<u>NAME</u>	<u>STAKEHOLDER</u>	<u>DATE APPT'D</u>	<u>TERM</u>	<u>EXPIRES</u>	<u>ELIGIBLE FOR REAPPOINT.</u>
Michael Lynch Director of Plans, Training & Mobilization 2175 Reilly Road, Stop A Fort Bragg, NC 28310-5000 396-4523	Fort Bragg	4/09	1 st	April/12 4/30/12	Yes
Carolyn Hinson Public Works Commission 6253 Lakehaven Drive Fayetteville, NC 28304 423-5940 (H)/223-4015 (W)	PWC	4/09	1 st	April/12 4/30/12	Yes
Daniel Rodriguez 2634 Franciscan Drive Fayetteville, NC 28306 425-2746 (H)/432-9701 (W)	Citizen	4/09	1 st	April/12 4/30/12	Yes
Jamison Stewart 3533 Godwin Circle Fayetteville, NC 28312 874-5930(H) 678-9897 (W)	Citizen	4/09	1 st	April/12 4/30/12	Yes
Ana McDowell, MD Allergy Partners 1317 Medical Drive Fayetteville, NC 28304 487-9395 (H)/323-3890 (W)	Medical Rep.	4/09	1 st	April/12 4/30/12	Yes
Doug Peters Cumberland Co. Business Council P.O. Box 9 Fayetteville, NC 28302 484-4242 dpeters@ccbusinesscouncil.org	CCBC	4/09	1 st	April/12 4/30/12	Yes
Jon Parsons Sustainable Sandhills 7265 NC Highway 87 South Fayetteville, NC 28306 483-2669 (H)/484-9098 (W)	Environmental Rep	4/09	1 st	April/12 4/30/12	Yes
VACANT (vacated by Dr. H. Maxwell) 227 Fountainhead Lane Fayetteville, NC 28301 433-3600	Board of Health	4/06	2 nd	April/09 4/30/09	No
John Gillis 128 S Churchill Drive Fayetteville, NC 28303 484-9828 (H)/308-4255 (W)	Homebuilders Association	4/09	1 st	April/12 4/30/12	Yes

<u>NAME</u>	<u>STAKEHOLDER</u>	<u>DATE APPT'D</u>	<u>TERM</u>	<u>EXPIRES</u>	<u>ELIGIBLE FOR REAPPOINT.</u>
Joe Levister, Jr. FTCC PO Box 35236 Fayetteville, NC 28303 678-8321 levistej@faytechcc.edu	FTCC	4/09	2 nd	April/12 4/30/12	No
Gary Slater Valley Proteins/Carolina By-Products 1742 Martindale Drive Fayetteville, NC 28304 920-2441 (H)/483-1128 x237 (W) scwaters@barnhillcontracting.com	Industry	4/09	1 st	April/12 4/30/12	Yes
Scott Reynolds M.J. Soffe Company PO Box 2507 Fayetteville, NC 28302 483-2500 x6447 Scott.reynolds@mjsoffe.com	M.J. Soffe Co.	12/07	1 st	Dec/10 12/31/10	Yes
Kenneth Edge Board of Commissioners PO Box 1829 Fayetteville, NC 28302 425-0918	County of Cumberland (Elected Official)	4/09	1 st	April/12 4/30/12	Yes

Original appointments made March 17, 2003. Committee will be active for about 3 years.

Major Industry position (Goodyear Tire and Rubber) and Citizen position removed August 31, 2009 per Maurizia Chapman.

Contact/Staff: Rick Heicksen and Maurizia Chapman – Planning Department ~ x7615 (fax 678-7638)

Meetings: Quarterly (Jan, Apr, July, Oct) 2nd Thursday at 6 pm. (Hearing Rm 3, Historic Courthouse)

BILLY R. KING
Chairman

KENNETH S. EDGE
Vice Chairman

J. BREEDEN BLACKWELL
JEANNETTE M. COUNCIL
MARSHALL FAIRCLOTH
JIMMY KEEFE
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MARIE COLGAN
Clerk to the Board

CANDICE WHITE
Deputy Clerk

BOARD OF COMMISSIONERS

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February 19, 2010

ITEM NO. 5C

March 1, 2010 Agenda Item

TO: Board of Commissioners
FROM: Candice H. White, Deputy Clerk to the Board *cw*
SUBJECT: Board of Health

BACKGROUND: On February 16, 2010 the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Board of Health:

Registered Nurse
Pamela Pollock (new appointment)

I have attached the current membership list for this board.

PROPOSED ACTION: Appoint individual to fill the one (1) vacancy above.

Attachment

pc: Buck Wilson, Health Director

Celebrating Our Past... Embracing Our Future

BOARD OF HEALTH
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Veterinarian</u>				
Dr. Ennis V. Williams (B/M) 4617 Bent Grass Drive Fayetteville, NC 28312 867-2248/578-1877 (W)	01/07	2nd	Dec/09 12/31/09	No
(already served as in position of General Public Representative)				
<u>Physician</u>				
Dr. Cynthia Norris (W/F) 6525 Windy Creek Way Fayetteville, NC 28306 429-3258/323-9111 (W)	12/08	2 nd	Dec/11 12/31/11	No
<u>Dentist</u>				
Dr. Walter S. Scott, III (B/M) 686 Stockbridge Court Fayetteville, NC 28311 811-3543/323-3133(W)	01/10	2nd	Dec/12 12/31/12	No
<u>Registered Nurse</u>				
Kim S. McDonald (W/F) VA Medical Center 2300 Ramsey Street Fayetteville, NC 28311 822-9703/482-5262 (W)	01/07	1 st	Dec/09 12/31/09	Yes
<u>Optometrist</u>				
Barbara Ciampa (W/F) 3006 Metthame Drive Fayetteville, NC 28306 648-0680/484-7139(W)	12/07	1 st	Dec/10 12/31/10	Yes
<u>Pharmacist</u>				
Tom Nicholson (W/M) 274 Saint Johns Wood Fayetteville, NC 28303 485-1059/609-6839	12/08	1 st	Dec/11 12/31/11	Yes
<u>Engineer</u>				
Jimmy Kizer (W/M) 214 Woodcrest Road Fayetteville, NC 28305 484-0508/484-5191(W)	12/07	1 st	Dec/10 12/31/10	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>General Public Reps.</u>				
Rev. Dr. Cureton L. Johnson (AA/M) 1909 Bellemeade Road Fayetteville, NC 28303 485-3025/483-6505(W)	12/08	2 nd	Dec/11 12/31/11	No
Barbara S. Marshall (B/F) 7640 Wilkins Drive Fayetteville, NC 28311 488-2615/977-2303 (W)	01/10	2 nd	Dec/12 12/31/12	No
Carol E. Schaeffer (W/F) 809 Camwheel Drive Hope Mills, NC 28348 223-3030/483-1437 (W)	01/10	2 nd	Dec/12 12/31/12	No

COMMISSIONER APPOINTED VOTING MEMBER: Commissioner Billy King

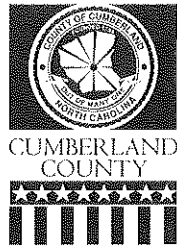
Contact: Buck Wilson, Health Director
Tracy Gurganus, Secretary
Phone: 433-3721
Fax: 433-3659

Meetings: 3rd Tuesday of the month 6:00 PM, Board Room, Health Department (July and August meetings take place only if desired).

BILLY R. KING
Chairman

KENNETH S. EDGE
Vice Chairman

J. BREEDEN BLACKWELL
JEANNETTE M. COUNCIL
MARSHALL FAIRCLOTH
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MARIE COLGAN
Clerk to the Board

CANDICE WHITE
Deputy Clerk

BOARD OF COMMISSIONERS

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February 19, 2010

ITEM NO. 58

March 1, 2010 Agenda Item

TO: Board of Commissioners

FROM: Candice H. White, Deputy Clerk to the Board *ew*

SUBJECT: Appointment to the Community Child Protection/Fatality Prevention Team

BACKGROUND: On January 4, 2010, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Community Child Protection/Fatality Prevention Team for an At-Large position. Following nomination by the Board of Commissioners, our office was notified that the Community Child Protection/Fatality Prevention Team no longer needed to fill the vacancy. On February 15, 2010, I received an email indicating the vacancy should be filled. (See attached.)

At-Large
Catherine Lesica (new appointment)

I have attached the current membership list for this board.

PROPOSED ACTION: Appoint individual to fill the one (1) vacancy above.

Attachment

pc: Jean Harrington, DSS

Celebrating Our Past... Embracing Our Future

Candice White

From: Harrington, Jean(t12) [jeanharrington@ccdssnc.com]
Sent: Monday, February 15, 2010 9:53 AM
To: Candice White
Subject: FW: At Large Committee Member

From: Debbie Jenkins [mailto:djenkins@mail.ccmentalhealth.org]
Sent: Monday, February 15, 2010 9:49 AM
To: Harrington, Jean(t12)
Subject: RE: At Large Committee Member

Jean, I actually see where we have had three- I think because only two have been there you may have thought that was all that there were but we do have three slots.

Debbie Jenkins, DCSW
Local MH Administrator
711 Executive Place
Fayetteville, N.C. 28305
Ph: 910-323-2311 or 910-222-6354
Fax: 910-678-9963

From: Harrington, Jean(t12) [mailto:jeanharrington@ccdssnc.com]
Sent: Monday, February 15, 2010 9:17 AM
To: Debbie Jenkins
Subject: At Large Committee Member

Good Morning Debbie,

Candice White, Deputy Clerk Board of Commissions, wanted something in writing stating that only two At-Large members are needed on our Child Fatality Team. She wanted to assign another At Large member; but I told her we only needed two. Was my information correct?

Jean Harrington, CTA

Cumberland County DSS

Child Protective Services

Office Assistant III / Notary Public

☎ Tel: (910)-677-2619

✉ Email: jeanharrington@ccdssnc.com

2/15/2010

CUMBERLAND COUNTY
COMMUNITY CHILD PROTECTION/FATALITY PREVENTION TEAM
(County Commissioner Appointees)
3 Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Law Enforcement Officer Position</u>				
<u>Sheriff's Office:</u>				
Tim Britt	1/10	1st	Apr/10	Yes
CC Sheriff's Office			4/30/10	
131 Dick Street				
Fayetteville, NC 28301				
677-5475 (W) / 677-5593 (Fax)				(serving unexpired term – eligible for two additional 3-year terms)
<u>Fayetteville City Police Department:</u>				
Bill Mitrisin	4/07	1st	Apr/10	Yes
Fayetteville Police Dept.			4/30/10	
467 Hay Street				
Fayetteville, NC 28301				
433-1855				
<u>EMS Provider or Firefighter Position</u>				
Leslie Campbell	1/10	1st	Sept/11	Yes
610 Gillespie Street			9/30/11	
Fayetteville, NC 28301				(serving unexpired term – eligible for one additional three-year term)
615-5629 (W)				
<u>Parent of a Child Who Died Before Reaching Their 18th Birthday Position</u>				
Bobbie Bethea	11/08	1 st	May/10	Yes
4916 Short jesters Court			5/31/10	
Hope Mills, NC 28348				(serving unexpired term)
339-1234/677-2046 (W)				
<u>At-Large Positions</u>				
Allie D. Wiggins	11/09	2nd	Nov/12	No
5222 Brookfield Road			11/30/12	
Fayetteville, NC 28303				
868-4219/988-4267(Cell)				
VACANT (vacated by M. Anders)	5/07	1 st	Nov/09	Yes
			11/30/09	
Mr. Trace Griffin	9/08	1 st	Sept/11	Yes
2915 Dark Branch Road			09/30/11	
Fayetteville, NC 28304				
484-1284/609-7169 (W)				

Contact: Jean Harrington (DSS) – 677-2619 (Fax: 677-2091)
Meets the 3rd Thursday of each month at 3:00 pm – DSS, 4th Floor, Room 440

BILLY R. KING
Chairman

KENNETH S. EDGE
Vice Chairman

J. BREEDEN BLACKWELL
JEANNETTE M. COUNCIL
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MARIE COLGAN
Clerk to the Board

CANDICE WHITE
Deputy Clerk

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February 19, 2010

ITEM NO. 5E

March 1, 2010 Agenda Item

TO: Board of Commissioners
FROM: Candice H. White, Deputy Clerk to the Board *CW*
SUBJECT: Appointments to Equalization and Review Board

BACKGROUND: On February 16, 2010, the Board of Commissioners nominated the following individuals to fill three (3) upcoming vacancies on the Equalization and Review Board:

Appraiser

Steven A. Parsons (reappointment)

At-Large

David Duria (new appointment)

Industrialist

W. Carroll Beard, Jr. (reappointment)

I have attached the current membership list for this board.

PROPOSED ACTION: Appoint individuals to fill the three (3) vacancies above.

Attachment

pc: Aaron Donaldson, Tax Administrator

Celebrating Our Past...Embracing Our Future

EQUALIZATION AND REVIEW BOARD
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Appraiser</u>				
Steven A. Parsons (W/M) 3701 Clearwater Drive Fayetteville, NC 28311 822-4155/822-2000(W)	3/07	1 st	Mar/10 3/31/10	Yes
<u>At Large</u>				
David J. Mack (B/M) 5479 Lynbrook Court Fayetteville, NC 28314 867-1214	3/09	2 nd	Mar/12 3/31/12	No
Curtis Alexander (W/M) 1743 Daisy Lane Fayetteville, NC 28303 488-9537/977-9537	3/09	1 st	Mar/12 3/31/12	Yes
W. Carroll Beard, Jr. (W/M) 2524 Fordham Drive Fayetteville, NC 28304 (filling an unexpired term) 485-7050/818/9797	3/08	1 st	Mar/10 3/31/10	Yes
<u>Businessman</u>				
George Turner (W/M) 1012 Cain Road Fayetteville, NC 28303 484-4069/867-2116	3/09	1 st	Mar/12 3/31/12	Yes
<u>Farmer</u>				
Sherrill Jernigan (W/M) 6717 Sisk Culbreth Road Godwin, NC 28344 980-1698/237-5065	3/09	1 st	Mar/12 3/31/12	Yes
<u>Home Builder</u>				
Rodney W. Sherrill (W/M) 820 Brighton Road Fayetteville, NC 28314 978-1010/480-1010	3/09	2 nd	Mar/12 3/31/12	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Industrialist</u>				
William E Holland (W/M) 1998 Dawnview Place Fayetteville, NC 28304 867-3284/678-1390 (W) (only eligible to serve one term as he served in the At-Large position)	3/07	1 st	Mar/10 3/31/10	No
<u>Real Estate Agent</u>				
Kathy Olsen (W/F) 854 S. Reilly Road Fayetteville, NC 28314-1820 867-4659/864-1459 (W)	3/08	1 st	Mar/11 3/31/11	Yes

Chairman: William "Bill" Holland
1st Vice Chairman: Carroll Beard, Jr.
2nd Vice Chairman: George Turner

Meetings: 2nd Wednesday of every month – 3:30 PM (except July)
Courthouse – Room 15
(No meetings in July)

Contact: Aaron Donaldson
Tax Admin.

BILLY R. KING
Chairman

KENNETH S. EDGE
Vice Chairman

J. BREEDEN BLACKWELL
JEANNETTE M. COUNCIL
MARSHALL FAIRCLOTH
JIMMY KEEFE
EDWARD G. MELVIN



MARIE COLGAN
Clerk to the Board

CANDICE WHITE
Deputy Clerk

BOARD OF COMMISSIONERS

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February 19, 2010

ITEM NO. 5F

March 1, 2010 Agenda Item

TO: Board of Commissioners
FROM: Candice H. White, Deputy Clerk to the Board *ew*
SUBJECT: Tourism Development Authority

BACKGROUND: On February 16, 2010 the Board of Commissioners nominated the following individual to fill one (1) upcoming vacancy on the Tourism Development Authority:

Hotel/Motel Over 100 rooms Representative
Vivek Tandon (reappointment)

I have attached the current membership list for this Board

PROPOSED ACTION: Appoint individual to fill the one (1) vacancy above.

Attachment

Celebrating Our Past... Embracing Our Future

TOURISM DEVELOPMENT AUTHORITY
3 Year Terms

4/09

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Commissioner Appointees:</u>				
<u>Hotel/Motels under 100 rooms Representatives:</u>				
Daniel E. Roberts 4182 Sycamore Dairy Road Fayetteville, NC 28303 426-1416/826-9200 (W)	4/07	1 st	April/10 4/30/10	Yes
William S. Wellons, Jr. 406 Overton Place Fayetteville, NC 28303 868-5425/436-3131 (W)	4/09	1 st	August/10 8/31/10	Yes
serving unexpired term				
<u>Hotel/Motel over 100 rooms Representatives:</u>				
Vivek Tandon (A/M) 2857 Skye Drive Fayetteville, NC 28303 323-9070/436-1900(W)	4/07	1 st	March/10 3/31/10	Yes
Sue Wooster (W/F) 2514 Pecan Drive Fayetteville, NC 28303 425-8942/323-0011 (W)	3/08	1 st	March/11 3/31/11	Yes
<u>Member of the Public Not Affiliated with Travel/Tourism</u>				
Patricia Bush-McManus (B/F) 3472 Thorndike Drive Fayetteville, NC 28311 488-1314/484-6839(W)	3/08	1 st	March/11 3/31/11	Yes

Others:

President of the Fayetteville-Cumberland County Chamber of Commerce (ex officio)

Doug Peters
Fayetteville-Cumberland County Chamber of Commerce
P.O. Box 9
Fayetteville, NC 28302

Cumberland County Manager (ex officio)

James Martin
P.O. Box 1829
Fayetteville, NC 28302

Authority was created by the Board of Commissioners on January 28, 2002.

Board was appointed on March 11, 2002.

Meetings: Quarterly – 4th Wednesday – 8:00 AM – Room 564

BILLY R. KING
Chairman

KENNETH S. EDGE
Vice Chairman

J. BREEDEN BLACKWELL
JEANNETTE M. COUNCIL
MARSHALL FAIRCLOTH
JIMMY KEEFE
EDWARD G. MELVIN



MARIE COLGAN
Clerk to the Board

CANDICE WHITE
Deputy Clerk

BOARD OF COMMISSIONERS

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February 19, 2010

ITEM NO. 6

March 1, 2010 Agenda Item

TO: Board of Commissioners

FROM: Candice H. White, Deputy Clerk to the Board *cu*

SUBJECT: Equalization and Review Board – Appointment of Officers

BACKGROUND: The Board of Commissioners is responsible for appointment of the Chairman, First Vice Chairman and Second Vice Chairman for the Equalization and Review Board. Currently, William "Bill" Holland is the Chairman, Carroll Beard, Jr. is the First Vice Chairman and George Turner is the Second Vice Chairman. Recommendations have been made for the 2010 officers as follows:

Carroll Beard, Jr.
George Turner
Kathy Olsen

Chairman
First Vice Chairman
Second Vice Chairman

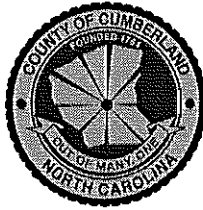
I have attached the current membership list for this board.

PROPOSED ACTION: Appoint a Chairman, First Vice Chairman and Second Vice Chairman.

Attachments

pc: Aaron Donaldson, Tax Administrator

Celebrating Our Past...Embracing Our Future



OFFICE OF THE TAX ADMINISTRATOR

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

Date: February 11, 2010

To: Candice White, Deputy Clerk
From: Aaron Donaldson, Tax Administrator
Re: Board of Equalization and Review Officer Recommendations

When the Commissioners make their appointments to the Board at the March 1st meeting, I recommend the following officers be designated. I have spoken with a majority of the Equalization and Review members and they agree with the following recommendation.

<u>Office</u>	<u>2009 Current Officers:</u>	<u>2010 Recommendation</u>
Chairman:	William "Bill" Holland	Carroll Beard, Jr.
1 st Vice Chair	Carroll Beard, Jr.	George Turner
2 nd Vice Chair	George Turner	Kathy Olsen

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

EQUALIZATION AND REVIEW BOARD
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Appraiser</u>				
Steven A. Parsons (W/M) 3701 Clearwater Drive Fayetteville, NC 28311 822-4155/822-2000(W)	3/07	1 st	Mar/10 3/31/10	Yes
<u>At Large</u>				
David J. Mack (B/M) 5479 Lynbrook Court Fayetteville, NC 28314 867-1214	3/09	2 nd	Mar/12 3/31/12	No
Curtis Alexander (W/M) 1743 Daisy Lane Fayetteville, NC 28303 488-9537/977-9537	3/09	1 st	Mar/12 3/31/12	Yes
W. Carroll Beard, Jr. (W/M) 2524 Fordham Drive Fayetteville, NC 28304 (filling an unexpired term) 485-7050/818/9797	3/08	1 st	Mar/10 3/31/10	Yes
<u>Businessman</u>				
George Turner (W/M) 1012 Cain Road Fayetteville, NC 28303 484-4069/867-2116	3/09	1 st	Mar/12 3/31/12	Yes
<u>Farmer</u>				
Sherrill Jernigan (W/M) 6717 Sisk Culbreth Road Godwin, NC 28344 980-1698/237-5065	3/09	1 st	Mar/12 3/31/12	Yes
<u>Home Builder</u>				
Rodney W. Sherrill (W/M) 820 Brighton Road Fayetteville, NC 28314 978-1010/480-1010	3/09	2 nd	Mar/12 3/31/12	No

Equalization and Review Board, Page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Industrialist</u>				
William E Holland (W/M) 1998 Dawnview Place Fayetteville, NC 28304 867-3284/678-1390 (W) (only eligible to serve one term as he served in the At-Large position)	3/07	1 st	Mar/10 3/31/10	No
<u>Real Estate Agent</u>				
Kathy Olsen (W/F) 854 S. Reilly Road Fayetteville, NC 28314-1820 867-4659/864-1459 (W)	3/08	1 st	Mar/11 3/31/11	Yes

Chairman: William "Bill" Holland
1st Vice Chairman: Carroll Beard, Jr.
2nd Vice Chairman: George Turner

Meetings: 2nd Wednesday of every month – 3:30 PM (except July)
Courthouse – Room 15
(No meetings in July)

Contact: Aaron Donaldson
Tax Admin.