
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE – ROOM 118
FEBRUARY 22, 2011 (TUESDAY)
6:45 PM

INVOCATION - Commissioner Ed Melvin

PLEDGE OF ALLEGIANCE –

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

1. Approval of Agenda.

2. Consent Agenda
 - A. Approval of February 7, 2011 regular meeting minutes.
 - B. Approval of Community Development Vehicle to be Declared as Surplus Property and Authorize that it be Donated to Fayetteville Urban Ministry.
 - C. Approval of Lease and Sales Tax Agreements for Western Middle School.
 - D. Approval of Bid Award to Screen Tec, LLC for a Trommel Screen for the Solid Waste Department.
 - E. Approval of Rejection of Bids for Disaster Debris Clearance and Management for the Emergency Services Department.
 - F. Cumberland County Committee Reports (for Information Purposes):
 - 1) Cumberland County Facilities Committee
 - 2) Cumberland County Finance Committee

G. Budget Revisions:

(1) Health

- a. Express Care - Revision in the amount of \$109,600 to budget additional revenue for prescription medication. (B11-284) **Funding Source – Fees**
- b. Sexually Transmitted Disease Clinic – Revision in the amount of \$896 to recognize a grant received from Health Education Foundation. (B11-278) **Funding Source – Grant**

(2) Library

Revision in the amount of \$24,480 to recognize additional E-Rate funds. (B11-283) **Funding Source – Grant**

(3) Mental Health

- a. Treatment Alternative Street Crime Community Partnership -Revision in the amount of \$1,375,325 to appropriate Mental Health Fund Balance (\$23,669) to cover expenses already incurred and to reduce state (\$810,097) and federal (\$588,897) funding. (B11-281) **Funding Source – State, Federal and Mental Health Fund Balance**
- b. NC Treatment Alternative to Street Crime - Revision in the amount of \$196,291 to reduce Mental Health Fund Balance (\$9,230), state (\$148,595) and federal (\$38,466) funding. (B11-282) **Funding Source – State, Federal and Mental Health Fund Balance**

3. Public Hearings

*****There are no Rezoning Cases for the February 22, 2011 Agenda*****

A. Public Hearing for the Annual Community Transportation Program Grant.

B. Public Hearings for the Cedar Creek Road Water Extension Project:

- 1. Approval of Second Preliminary Assessment Resolution.
- 2. Approval of Preliminary Assessment Roll.
- 3. Approval of Adoption of Final Special Assessment Resolution and Final Assessment Roll for the Cedar Creek Road Water Extension Project.

C. Public Hearing Minimum Housing Code Enforcement

1. Case Number: MH6240-2010
Property Owner: Marriane McLean
Property Location: 4602 & 4608 McNeil Road
Parcel Identification No: 0477-20-9617
2. Case Number: MH6279-2010
Property Owner: Everett L. & June I. Gates
Property Location: 2707 Canton Street
Parcel Identification No: 0456-86-9603

Items of Business

4. Consideration of Request for County Assistance with Point East Subdivision Dam Repair.
5. Consideration of Cumberland County Schools Facility Needs Assessment and Authorization for Chairman and County Manager to Sign for Submittal to the State Board of Education.
6. Update on Parks and Recreation Proposal for Capital Projects – Michael Gibson, Director.
7. Nominations to Boards and Committees
 - A. Cumberland County Local Emergency Planning Committee (1 Vacancy)
 - B. Equalization and Review Board (1 Vacancy)
 - C. Tourism Development Authority (1 Vacancy)
8. Appointments to Boards and Committees
 - A. Air Quality Stakeholders' Committee (1 Vacancy)

Nominee:
Town of Eastover Stakeholder: Henry L. Tew
 - B. Animal Services Board (2 Vacancies)

Nominees:
At-Large Positions: Christine E. Powell
Robert A. Kater
Burton Lawson
Victor Hogan

C. Fayetteville Area Convention and Visitors Bureau (1 Vacancy)

Nominee: Billy Wellons

D. Nursing Home Advisory Board (1 Vacancy)

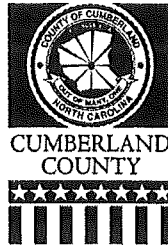
Nominees: Resheeda Reid
Barbara Spigner

9. CLOSED SESSION: If Needed.

ADJOURN

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

**MEETINGS: March 7, 2011 - NO MEETING – NACO Legislative Conference
March 21, 2011 (Monday) - 6:45 PM**



ITEM NO. 2B

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: James E. Martin, County Manager

THRU: Amy Cannon, Assistant County Manager

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

DATE: February 1, 2011

RE: Donation of Property Declared Surplus

Through the Public Services Program, Community Development provided funds to Cumberland County Coordinating Council on Older Adults (CCCCOA) to purchase a truck in 1999. The vehicle was used by CCCCCOA staff as part of a program to do home repairs for their elderly clients. Over the years, CCCCCOA has maintained and repaired the truck as necessary, but has recently determined that it was more cost effective to replace the truck rather than make needed repairs. Currently the truck is inoperable and CCCCCOA has transferred title to the vehicle to Cumberland County, as is required by our funding regulations. The vehicle specifications are as follows:

Year: 1998
Purchased: 9/29/1999
Make/Model: Chevrolet C2500 Truck
VIN: 1GCGC29R5WE194037.
Mileage: 121,858
Condition: Inoperable; broken fuel pump

Based on information obtained at NADAguides.com, the price report for this type of truck estimates the trade-in value to be between \$2,900 and \$4,600.

Rusty Long, Executive Director, Fayetteville Urban Ministry (FUM), has expressed that his organization has a need for the truck. Although the organization cannot purchase a new vehicle, it does have sufficient funds available to make the necessary repairs. FUM is a qualified nonprofit with a mission to serve low-income clients, and has received funding under the Community Development program in the past. Therefore, transfer of the vehicle to FUM would be consistent with our program objectives.

Since Community Development does not have a need for the vehicle, I am requesting that the truck be declared surplus and the title transferred to Fayetteville Urban Ministry in accordance with County Policy and Procedures.

Attachments: 1) Certificate of Title
2) NADAguides.com Price Report

cc: Harvey Raynor, Deputy County Attorney
James Lawson, Assistant County Manager

Celebrating Our Past...Embracing Our Future

CERTIFICATE OF TITLE

TITLE NUMBER	GROSS WEIGHT	LICENSE FEE	TITLE ISSUE DATE	PREV TITLE
770515982593015	4000	21.50	09/22/1998	
VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE	BODY STYLE	
1GCGC29R5WE194037	1998	CHEV	TK	

MAILING ADDRESS

CUMB COUNTY COORDINATING COUNCIL ON OLDER ADULTS INC.
339 DEVERS ST
FAYETTEVILLE NC 28303-4750

09/30/1999
LVP4785
PVA PROP
ODOMETER -000049

OWNER(S) CUMB COUNTY COORDINATING COUNCIL ON OLDER ADULTS INC.
NAME AND 339 DEVERS ST
ADDRESS FAYETTEVILLE NC 28303-4750

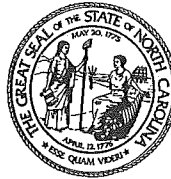
THIRD LIENHOLDER:

DATE:

The Commissioner of Motor Vehicles of the State of North Carolina hereby certifies that an application for a certificate of title to the herein described vehicle has been filed pursuant to the General Statutes of North Carolina and the Division of Motor Vehicles is satisfied that the applicant is the lawful owner. Official records of the Division of Motor Vehicles reflect vehicle is subject to the liens, if any, herein enumerated at the date of issuance of this certificate.

As WITNESS, his hand and seal of this Division the day and year appearing in this certificate as the title issue date.

COMMISSIONER OF MOTOR VEHICLES



59854699

015 T1C0153

3RD RELEASED BY _____ DATE _____
SECOND LIENHOLDER: SIGNATURE OF AGENT DATE:

2ND RELEASED BY _____ DATE _____
FIRST LIENHOLDER: SIGNATURE OF AGENT DATE:

1ST RELEASED BY _____ DATE _____
SIGNATURE OF AGENT

ADDITIONAL LIENS:



Vehicle Pricing & Information
NADAguides.com

1998 Chevrolet C/K 2500

Fleetside Extended Cab

☒ [Close Window](#)

8/16/2010

NADAguides.com Price Report

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$2,325	\$3,250	\$4,025	\$6,325
Mileage: 121,858 miles	\$425	\$425	\$425	\$425
Options:				
Silverado Pkg	\$150	\$150	\$150	\$175
TOTAL PRICE	\$2,900	\$3,825	\$4,600	\$6,925

Standard Equipment

Standard Equipment Details

Engine Specifications

Type: Gas V8
Size: 5.0L/305
Horsepower: 230 @ 4600 RPM
Torque: 285 @ 2800 RPM
Max Towing Capacity: 2000
Max Payload: 3268

Drive Train

Drive Train: Rear Wheel Drive
Transmission: 5 speed Manual w/OD

Safety

Air Bag-Driver-Front
Air Bag-Passenger Switch (On/Off)
Air Bag-Passenger-Front
Brakes-ABS-4 Wheel
Brakes-Type-Front Disc/Rear Drum
Engine Immobilizer/Vehicle Anti-Theft System
Headlights-Daytime Running lights

Comfort & Convenience

Air Cond-Front
Cruise Control
Keyless Entry
Locks-Pwr
Mirrors-Electrochromic Rearview
Mirrors-Pwr Driver
Mirrors-Pwr Passenger
Reading Lamps-Front
Seat Trim-Cloth
Seat Trim-Leather
Seat Trim-Vinyl
Seat-Pwr-Driver
Seats-Front Bench-Split
Seats-Front Bucket
Steering Wheel-Adjustable
Steering Wheel-Leather Wrapped
Steering-Pwr

Windows-Pwr

Music & Entertainment

Audio-AM/FM Stereo

Audio-Cassette Player

Audio-CD Player

Interior

Auxiliary Pwr Outlet

Floor Mats-Front

Floor Mats-Rear

Exterior

Defogger-Rear Window

Tow Hooks-Front

Trailer Hitch Receiver

Window-Sliding Rear

Windows-Deep Tinted

Wipers-Intermittent

Tires

Front Tire Size: LT225/75R16D

Rear Tire Size: LT225/75R16D

Wheels

Front Wheel Material: Steel

Rear Wheel Material: Steel

[Back to top](#)

Rough Trade-In: \$2,900

Rough Trade-in values reflect a vehicle in rough condition. This means a vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition. Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust or obvious signs of previous repairs. Interior reflects above average wear with inoperable equipment, damaged or missing trim and heavily soiled /permanent imperfections on the headliner, carpet and upholstery. Vehicle may have a branded title and un-true mileage. Vehicle will need substantial reconditioning and repair to be made ready for resale. Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Average Trade-In: \$3,825

Average Trade-In values reflect a vehicle in average condition. This means a vehicle that is mechanically sound, but may require some repairs/servicing to pass all necessary inspections. Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair. Interior reflects some soiling and wear in relation to vehicle age with all equipment operable or requiring minimal effort to make operable. Vehicle has a clean title history. Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

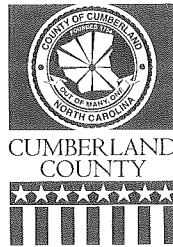
Clean Trade-In: \$4,600

Clean Trade-In values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Clean Retail: \$6,925

Clean Retail values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition. Note: Vehicles with low mileage that are in exceptionally good condition and/or include a manufacturer certification can be worth a significantly higher value than the Clean Retail price shown.

The consumer values on NADAguides.com are based on the Consumer Edition of the NADA Official Used Car Guide® and should not be utilized for industry purposes. The consumer values may vary from the NADA Official Used Car Guide® values presented to you by insurance companies, banks, credit unions, government agencies and car dealers due to vehicle condition, regional market differences and frequency of updates.



ITEM NO. 20

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

MEMO FOR THE AGENDA OF THE FEBRUARY 22, 2011
MEETING OF THE BOARD OF COMMISSIONERS
(Amended to Clarify that the Project Is the New Century Middle School)

TO: Board of Commissioners, County Manager, Deputy County Manager

FROM: County Attorney *A. Montague*

DATE: February 15, 2011

SUBJECT: Sales Tax and Lease and Management Agreements for the Cumberland County Limited Obligation Bonds, Series 2011A (QSCBs) for the Construction of New Century Middle School, Also Referred to as the Western Middle School

BACKGROUND:

The Sales Tax Agreement and Lease and Management Agreement were part of the documents to complete the recent QSCB transaction for financing the construction of the New Century Middle School, also referred to as the Western Middle School. Execution of each of these was approved by the following language in the resolution adopted by the Board on November 15, 2010:

The Chairman and Vice Chairman of the Board and the County Manager, or any of them, are hereby authorized and directed to execute and deliver the Trust Agreement, the Supplemental Trust Agreement, the Series 2010 Bonds, the Deed of Trust, the Bond Purchase Agreement, **the Lease, and the Sales Tax Agreement** (collectively, the "County Documents"), which shall be in substantially the forms previously submitted, which are hereby approved, with such completions, omissions, insertions, and changes as may be approved by the Chairman, Vice Chairman or the County Manager, with the advice of the County Attorney and Special Counsel, including such changes as may be required by the LGC, their execution to constitute conclusive evidence of their approval of any such completions, omissions, insertions and changes. The Clerk of the Board shall attest and seal such documents as require the Clerk's attestation and the County seal.

Celebrating Our Past... Embracing Our Future

These documents have been executed by the Board of Education. These documents contain the same provisions that have been included in previous QSCBs.

The Sales Tax Agreement makes the Board of Education the agent for the county for all aspects of the school construction project and obligates the County to utilize all sales and use tax reimbursements from the project for use in construction, improvement or maintenance of school buildings.

The school property was deeded to the County for the financing transaction. The Lease and Management Agreement leases the property back to the Board of Education and gives the Board of Education full control of the construction project and the building for 15 years.

RECOMMENDATION:

Approve each of the agreements for execution by the Chairman.

NORTH CAROLINA

SALES TAX AGREEMENT

CUMBERLAND COUNTY

THIS AGREEMENT (hereinafter called "Agreement") is made and entered into this ___ day of January, 2011 by and between Cumberland County (hereinafter called "County") and the Cumberland County Board of Education (hereinafter called "Board").

WITNESSETH:

WHEREAS, the Board has substantial need for new, and/or improved buildings and equipment, and

WHEREAS, it is the intent of the County to assist the Board in obtaining these buildings and equipment within the constraints imposed by limited financial resources, and

WHEREAS, the County and Board shall cooperate to allow the Board to develop new school and renovation projects mutually identified in writing by the parties from time to time, and

WHEREAS, the County and the Board seek to cooperate to provide for the construction and/or renovation of schools facilities, and

WHEREAS, as part of the development of construction and/or renovation projects to be identified jointly by the Board and the County, the Board shall convey identified school sites to the County in order to enable the County to reclaim sales and use taxes paid by the various contractors and vendors on equipment and materials used in such construction or renovation projects at such sites, and

WHEREAS, the County shall transfer the school sites back to the Board after close out of the identified projects and as otherwise provided herein, and

WHEREAS, the County desires to designate the Board as its agent to carry out the construction projects, and the Board is willing to accept the appointment pursuant to the terms of this Agreement, and

WHEREAS, as part of construction and/or renovation of the projects, the County shall appropriate funding to the Board to be applied by the Board exclusively for construction and/or renovation of the identified projects, and

WHEREAS, the County is authorized pursuant to N.C.G.S. § 105-164.14(c) to reclaim sales and use taxes paid to the State of North Carolina; to acquire real and personal property for the use by the Board pursuant to N.C.G.S. § 153A-158.1; and to construct, equip, expand, improve, and renovate property for use by the Board, and

WHEREAS, the County intends to claim the sales and use tax refunds on the construction projects and appropriate the same to the Board as supplemental funding for school capital building and renovation projects approved by the County, and

WHEREAS, the County and Board are authorized to enter into an Interlocal Agreement pursuant to N.C.G.S. § 160A-461 *et seq.*

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Agency Created:

The County irrevocably appoints the Board as its sole agent to carry out all phases of any construction or renovation project undertaken pursuant to this Agreement. The Board, as the County's agent, assumes all of the County's rights, duties, and responsibilities regarding any construction or renovation project undertaken pursuant to this Agreement. Notwithstanding previous arrangements, this agency arrangement shall govern all phases of any construction or renovation project undertaken pursuant to this Agreement.

- (a) Negotiate and Execute Contracts. The Board, as agent for the County, shall have the sole and exclusive authority to negotiate and execute on behalf and in the name of the County all contracts for the construction and/or renovation of school sites undertaken pursuant to this Agreement, as long as the funds to be expended pursuant to those contracts are within the project budget established by the Board and approved by the County.
- (b) Supervise Construction and Renovation Projects. The Board, as agent for the County, shall be solely responsible for carrying out the construction and/or renovation projects, and the Board shall have all rights to supervise the construction and renovation projects. The County shall have no supervisory authority for the construction and renovation projects.

- (c) Administer Contracts. The Board, as agent for the County, shall issue any required purchase orders and pre-audit certification for the identified projects. The Board shall have authority to approve and enter into any change orders for any and all identified projects as long as the funds are within the project budget established by the Board and approved by the County. The Board shall have exclusive control of the content of such contracts. The Board shall act as the County's designated agent for administering the contracts, and all contracts shall comply with the public bid and procurement laws, and any other State laws applicable to either the Board or the County. The Board shall ensure that all contractors provide applicable sales and use tax certificates. The Board shall approve all requests for payment and pay the contractors from the funds appropriated by the County.
- (d) Enforce Contracts. The Board shall have the right to enforce in its own name or in the County's name such purchase orders, contracts at law or in equity, or change orders entered into in the County's name or the Board's name for the identified construction and renovation projects.
- (e) Pre-Audit Certification. The County hereby appoints the Associate Superintendent for Business Operations for the Board as a Deputy Finance Officer of the County for the limited purpose of pre-auditing expenditures of the County pursuant to this Agreement as required by State law.

2. Implementation of Agreement:

The County Manager and Superintendent or their designees shall establish policies and procedures to implement this Agreement not inconsistent with the express terms of this Agreement.

3. Property Affected:

This Agreement shall apply to the school site identified on Exhibit A attached hereto (the "Site") on which the Board will undertake the acquisition, construction and equipping of a new middle school (the "Project").

4. Ownership of Property:

The Board shall convey the Site to the County on such date or dates as are agreed upon in writing by the Superintendent and the County Manager. Conveyance by the Board to the County shall be by special warranty deed. By conveying the Site to the County, the Board specifically warrants that there is or has been at the time of conveyance no environmental condition or hazardous waste on such Site which could cause the County to become a responsible party with respect thereto under any state or federal environmental or hazardous waste statute. The County shall retain ownership of the Site until the project budget has been closed out by the Board with respect to the Project undertaken by the Board on the Site. The Board and the County acknowledge and agree that the Site identified on Exhibit A will be encumbered by a deed of trust in favor of the trustee (the "Trustee") under the First Supplemental Trust Agreement dated as of December 1, 2010 between the County and the Trustee, pursuant to which were issued the County's Limited Obligation Bonds, Series 2010 to enable the County to finance the Project (the "Deed of Trust"). The Site will be leased by the County to the Board under a Lease and Management Agreement dated as of the date hereof (the "Lease"). Upon termination or release of the Site from the Deed of Trust, within sixty (60) days of the receipt of a written request from the Board, the County shall re-convey the Site to the Board for a nominal amount not to exceed one hundred dollars (\$100).

- (a) Deeds, Easements, Roadway Dedications, and Rights of Way. The Chairperson of the Board and the Chairperson of the County are hereby authorized by the Board and the County, respectively, to execute any deeds, easements, rights of way, and roadway dedications necessary to effectuate the intent of this Agreement and to permit the construction and renovation of such properties as are identified as subject to this Agreement pursuant to Paragraph 2 to proceed expeditiously.

5. Obligations and Rights of the School Board:

Board as Agent. The Board shall act as the County's sole agent for the construction and renovation projects as provided in Paragraph 1 of this Agreement.

- (a) Insurance. The Board shall ensure that the contractors maintain builder's risk and general liability insurance on any identified projects during the construction of any project in amounts, and with such coverage, exceptions and exclusions as shall be approved by the County's Risk Manager. Notwithstanding any provision

of this Agreement, the Board shall retain the sole power to control and direct the application and distribution of builder's risk insurance proceeds applicable to any construction and/or renovation project.

- (b) Use of Site. During the term of this Agreement, the Board shall have the exclusive rights to possess, use, occupy, and improve any properties identified pursuant to Paragraph 3 as subject to this Agreement for public school purposes, including, without limitation, the right to conduct surveys, soil borings and other necessary testing upon the property prior to construction, and the right to use, operate, maintain, and repair said property for such public school purposes thereafter until termination as hereinafter provided.
- (c) Indemnity. During the term of this Agreement, the Board shall indemnify, defend and hold harmless the County from and against all, claims, suits, actions and proceedings whatsoever which may be brought or instituted on account of, growing out of, occurring from, incident to or resulting from, directly or indirectly; any and all damages, claims, losses, or injuries (including, without limitation, death) to persons or property arising out of (i) the construction, use, and/or management of any contracts and/or properties pursuant to this Agreement, (ii) any environmental condition or hazardous waste, and (iii) the negligent or willful acts and omissions of the Board and those for whom it is legally liable, and all losses, costs, damages and expenses (including, without limitation, reasonable attorney's fees), unless and to the extent such injuries or damages (including, without limitation, death) result from, or are claimed to have resulted from the willful or negligent acts or omissions of the County or those for whom the County is legally liable. The Board shall assume, on behalf of the County, and conduct with due diligence and in good faith, the defense of all such claims, suits, actions and proceedings against the County whether or not the Board is joined therein, even if such claims, suits, actions or proceedings be groundless, false or fraudulent, and Board shall bear the costs of all judgments and settlements in connection therewith; provided however, the County may defend or participate in the defense of any or all of such claims, suits, actions or proceedings.

6. Obligations and Rights of the County:

- (a) Right to Inspect. The County and their representatives and agents (including any representatives of the Trustee) shall have the right to enter upon the site and inspect any identified construction or renovation project from time to time during construction. The County and its representatives and agents shall also have the right to review and inspect any change orders or other contract amendments approved by the School Board or its authorized employees.
- (b) Sales Tax Refunds. The County shall promptly take all steps to obtain the sales and use tax refund with respect to sales tax paid on equipment and materials of the Project from the State of North Carolina, and further, shall, upon request, provide the Board with timely notice of its efforts and receipts. Any sales and use tax refunds received by the County as a result of the Project shall be utilized exclusively to provide supplemental funding for school capital building and renovation projects approved by the County. The intent of this Agreement is to provide additional resources for the Board and the County for use in the construction, improvement or maintenance of school buildings.

7. Acceptance:

The Board, for one dollar (\$1.00) and other good and valuable consideration in hand received, does hereby accept the foregoing appointment as agent of the County for the purposes set forth above.

8. Disclaimers of the County:

The Board acknowledges and agrees that no determination as to the fitness or appropriateness of any property for the Board's uses or purposes has been made by the County, that the County has not supplied any plans or specifications with respect thereto, and that the County (a) is not a broker or a dealer with respect to the Property, (b) has not made any recommendation, given any advice or taken any other action with respect to (i) the choice of any property or rights relating thereto, or (ii) any action taken or to be taken with respect to any property or rights relating thereto at any stage of the Board's use or improvement thereof, (c) has not at any time had physical possession of any property or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (d) has not made any

warranty or other representation, express or implied, that any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed or constructed or will accomplish the results which the Board intends therefor, or (iii) is safe in any manner or respect.

The County makes no express or implied warranty or representation of any kind whatsoever with respect to any property or any part thereof to the Board, or as to any other circumstance whatsoever with respect thereto, including but not limited to any warranty or representation with respect to: the merchantability or the fitness or suitability thereof for any purpose; the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the ability thereof to perform any function; that the funds budgeted by the Board will be sufficient (together with other available funds of the Board) to pay the cost of the construction contemplated by the Board at any property; or any other characteristic of any property; it being agreed that all risks relating to any property, its use or improvement thereof or the transactions contemplated hereby are to be borne by the Board, and the benefits of any and all implied warranties and representations of the County are hereby waived by the Board.

9. Amendment:

This Agreement may not be amended without the mutual written consent of both parties.

10. Consideration:

The County and the Board acknowledge that this Agreement is supported by mutual and adequate consideration.

11. Termination of Agency:

The agency created by Paragraph 1 shall terminate for the Site when all construction or repairs and renovations are completed and all payments to contractors are made for the same. The termination of the agency shall not affect the County's obligation to appropriate net sales tax refunds to the Board as required by Paragraph 6. This Agreement shall terminate on June 30, 20__, or the date the Project is completed, if later.

12. Severability:

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other

provision hereof. In the event any portion of this Agreement is rendered invalid or unenforceable by a court of competent jurisdiction or by an act of the Legislature, or in the event the Board determines that the County has materially breached the terms of this Agreement, the Board shall have the right to purchase any identified site transferred to the County pursuant to this Agreement from the County for the purchase price of Ten Dollars. The Board shall notify the County Manager of an occurrence of one the situations noted above, and within forty-five (45) days of the receipt of such notice, the County shall execute and deliver all necessary documents conveying to the Board good and marketable title to the identified site.

13. Governing Law:

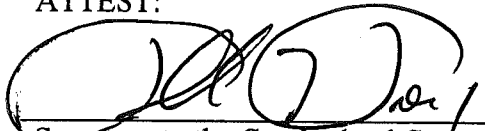
North Carolina law shall govern this Agreement.

14. Register of Deeds:

This Agreement shall be recorded with the Register of Deeds as soon as practicable following its execution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

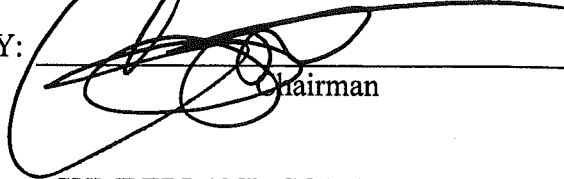
ATTEST:



Secretary to the Cumberland County
Board of Education

THE CUMBERLAND COUNTY
BOARD OF EDUCATION

BY:



Chairman

ATTEST:

CUMBERLAND COUNTY BOARD OF
COMMISSIONERS

BY:

Clerk

Chairman

APPROVED FOR LEGAL SUFFICIENCY

BY: 

County Attorney's Office

"EXHIBIT A"
Attached and made a part hereof by reference
to that certain Sales Tax Agreement dated January __, 2011,
by and between Cumberland County and Cumberland County Board of Education.

SCHOOL NAME: Western Middle School
("New Century Middle School")
SCHOOL SITE ADDRESS: Century Circle
Fayetteville, North Carolina 28306
SCHOOL PROPERTY DESCRIPTION:

COMMENCING at an existing concrete monument stamped "TWT 1", set in the eastern right of way margin of the Aberdeen & Rockfish Railroad; said existing concrete monument having NAD83/2007 State Grid Coordinates of N = 458,401.96 and E = 1,985,904.17; said existing concrete monument being the southwest corner of Tract "A" as shown on plat entitled "Subdivision and Recombination Plat Gillis Family Property" as recorded in Plat Book 123 Page 11 and also Plat Book 124 Page 16 of the Cumberland County Registry; and runs thence a computed tie line of S 79°57'13" E 1886.53 to an existing 1" iron pipe located at the southwest corner of Tract "C" as shown on the above referenced plat; said existing 1" iron pipe being the point of beginning;

And Runs Thence from said point of beginning with the western line of the above referenced Tract "C", N 04°27'50" E 1485.81 feet to a P.K. Nail located in the centerline of Century Circle, (S.R. 1104); thence with the centerline of said Century Circle the following, S 54°34'29" E 91.57 feet to a P.K. Nail; thence with a curve to the left having a radius of 855.00 feet and length of 267.00 feet an a chord bearing and distance of S 63°31'15" E 265.91 feet to a P.K. Nail; thence S 72°28'01" E 130.40 feet to a P.K. Nail; thence S 73°49'05" E 344.25 feet to a P.K. Nail; thence S 74°01'12" E 152.00 feet to a P.K. Nail; thence S 75°01'09" E 117.02 feet to a P.K. Nail; thence leaving said centerline S15°53'38" W 30.00 feet to an Iron Rod set in the southern right of way margin of said Century Circle; thence S 58°18'08" E 96.26 feet to an Iron Rod Set; thence with a curve to the right having a radius of 1081.36 feet and length of 242.78 feet an a chord bearing and distance of S 19°02'00" W 242.27 feet to an Iron Rod Set; thence S 25°13'21" W 286.33 feet to an iron rod set; thence S 32°42'11" W 322.09 feet to an Iron Rod Set; thence S 30°00'29" W 215.97 feet to an Iron Rod Set; thence with a curve to the left having a radius of 864.05 feet and length of 128.90 feet an a chord bearing and distance of S 20°40'46" W 128.78 feet to an Iron Rod Set located in the northern line of the Clarence Koonce, Jr. tract as recorded in Deed Book 6495 Page 792; thence with the northern line of said Koonce Tract, N 86°21'50" W 688.94 feet to the point of beginning and containing 28.213 Acre less and except 0.756 Acres as located in the right of way of Century Circle leaving a Net Total of 27.457 Acres.

The above tract being shown as Tract "C" as recorded in Plat Book 124 Page 16 and being a portion of that tract as recorded in Deed Book 7721 Page 544 of the Cumberland County Registry.

The above tract being subject to all easements, restrictive covenants and right of ways of any recorded or unrecorded documents.

The above deed description was prepared by Thomas J. Gooden, P.L.S. No. L3196 of Gooden & Associates, Inc of Hope Mills, N.C.

Conveyed by Special Warranty Deed dated: January 18, 2011, and recorded in Deed Book 8571, at Page 209, Cumberland County Registry.

LEASE AND MANAGEMENT AGREEMENT

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

This LEASE AND MANAGEMENT AGREEMENT, dated as of January __, 2011 (this "Lease"), between the COUNTY OF CUMBERLAND, NORTH CAROLINA, a body politic and corporate existing under the laws of the State of North Carolina (the "County"), and the CUMBERLAND COUNTY BOARD OF EDUCATION, a body corporate existing under the laws of the State of North Carolina (the "Board");

WITNESSETH:

WHEREAS, the County is a body politic and corporate existing under the laws of the State of North Carolina vested with the powers and authority conferred upon counties by the laws of the State of North Carolina, acting through its Board of Commissioners;

WHEREAS, the Board is the governing board of the Cumberland County local school administrative unit of a public school system under Article 5 of Chapter 115C of the General Statutes of North Carolina, vested with the powers and authority conferred upon boards of education by the laws of the State of North Carolina, including general control and supervision of all matters pertaining to the public schools in the County;

WHEREAS, pursuant to Section 153A-158.1 of the General Statutes of North Carolina, as amended, the County may acquire by any lawful method the fee or any lesser interest in real or personal property for use by the Board;

WHEREAS, pursuant to Section 160A-274(b) of the General Statutes of North Carolina, as amended, the County may lease to the Board, and the Board may lease from the County, upon such terms and conditions as the County and the Board deem wise, with or without consideration, any interest in real or personal property that the County may own;

WHEREAS, the County has arranged to finance a portion of the cost of the acquisition, construction and equipping of a new middle school in the County (the "School"), to be known as Western Middle School (the "Project") through the issuance of the County of Cumberland, North Carolina Limited Obligation Bonds, Series 2010B (the "Bonds") pursuant to a First Supplemental Trust Agreement dated as of December 1, 2010 (the "Agreement"), between the County and Regions Bank, as trustee (the "Trustee");

WHEREAS, under the Agreement the Trustee will deposit the proceeds of Series 2010B Bonds in the Series 2010B Subaccount of the Construction Fund to be used by the County to pay a portion of the Costs of the Project (as defined herein) and certain other Costs of Issuance (as defined herein), and the County has agreed to make certain payments with respect to the Bonds;

WHEREAS, simultaneously with the execution of this Lease, the County and the Board will enter into a Sales Tax Agreement dated the date hereof (the "Sales Tax Agreement") pursuant to which (a) the Board agrees to transfer the real property on which the School is

located to the County, (b) the Board agrees to undertake construction of the Project and to take other action described therein, and (c) the County agrees to take action to obtain sales tax refunds relating to the construction of the Project;

WHEREAS, the County's obligations under the Agreement, including the making of the payments thereunder, are secured by a certain Deed of Trust dated December 1, 2010 (the "Deed of Trust"), between the County and Regions, as trustee (the "Deed of Trust Trustee") granting a lien on the real property on which Western Middle School is to be located and certain other real property owned by the County, as further described on Schedule I (the "Site") and all buildings, improvements and fixtures located and to be located thereon, all as more fully described in the Deed of Trust;

WHEREAS, the parties hereto have mutually agreed that the Board will occupy and use the School in accordance with the terms of this Lease as hereinafter set forth;

WHEREAS, pursuant to Section 153A-158.1, as amended, of the General Statutes of North Carolina, the Board may enter into contracts for the construction and equipping of school buildings owned in fee simple by the County, and pursuant to Section 115C-521, as amended, the Board may enter into contracts for the construction of new school buildings; and

WHEREAS, the County desires for the Board to oversee the Project, and the Board is willing to undertake such obligation;

NOW THEREFORE, in consideration of the premises, the rents to be paid, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the County and the Board hereby agree as follows:

ARTICLE I

LEASE OF THE SITE

Section 1.1. **Lease of the Leased Premises.** The County hereby leases and rents to the Board, and the Board hereby leases and rents from the County, the Site on which Western Middle School is to be located and all buildings, improvements and fixtures located and to be located thereon (collectively, the "Leased Premises"), together with all right, title and interest, if any, of the County in and to easements, rights-of-way, streets, alleys, passages, water rights, waters, water courses, water privileges, tenements, hereditament, appurtenances and all other rights, whatsoever, now or hereafter in any way belonging, relating or appertaining to the Leased Premises, and all rights, title, and interest, if any, of the County, in and to the land lying in the streets, roads or avenues, open or proposed, in front of, adjoining or servicing the Leased Premises.

Section 1.2. **Term of Lease.** The term of this Lease (the "Term") shall commence on December 1, 2010 and shall terminate, subject to prior termination as hereinafter provided, at 12:00 midnight, on December 1, 2025.

Section 1.3. **Rental.** The annual rental for each year of the Term shall be one dollar (\$1.00) payable in advance on July 1 of each year. The County hereby acknowledges receipt of the annual rent for the full Term of the Lease.

Section 1.4. **Quiet Enjoyment.** The County hereby covenants that the Board shall, during the Term of this Lease, peaceably and quietly have and hold and enjoy the Leased Premises without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County shall not interfere with the quiet use and enjoyment of the Leased Premises during the Term of this Lease. The County shall, at the Board's request and the County's cost, join and cooperate fully in any legal action in which the Board asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Premises. In addition, the Board may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Premises, and shall be joined (to the extent legally possible, and at the Board's expense) in any action affecting its liabilities hereunder. The provisions of this Section shall be subject to rights to inspect the Leased Premises granted to parties under Section 2.5 hereof.

Notwithstanding the foregoing, nothing contained in this Lease, the Agreement, the Deed of Trust or the other agreements entered into between the County and the Board in connection with the financing of the improvements leased to the Board hereunder shall be construed to grant to the County any jurisdiction or supervision over the operation and use of the public school system for the County and its facilities that would not exist in the absence of these transactions. The County and the Board hereby acknowledge and agree that the transactions contemplated by this Lease, the Agreement, the Deed of Trust or the other agreements entered into between the County and the Board are entered to facilitate the financing by the County of the costs of such improvements. The County shall have no rights over the public school system or its facilities on account of this Lease and the other transactions contemplated hereby except as shall be necessary for the County to carry out its obligations under the financing arrangements.

ARTICLE II **USE AND MAINTENANCE**

Section 2.1. **Use and Maintenance of Site.** During the Term, the Leased Premises shall be used solely for the accomplishment of public purposes and, in particular, the operation of public school facilities in the County; provided, however, that the Board may use the Leased Premises for any other school related purpose. The Board shall use the Leased Premises in a careful and proper manner, in compliance with all applicable laws and regulations, and, at its sole cost and expense, shall service, repair and maintain the Leased Premises so as to keep it in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, and shall replace any part of the Leased Premises as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use. The Board hereby further agrees not to take or omit to take any action with respect to the Leased Premises which would cause the County to be in default of its obligations under the Agreement.

Section 2.2. **Utilities.** The Board shall pay or cause to be paid all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility service furnished to or used on or in connection with the Leased Premises.

Section 2.3. **Insurance.** The Board shall procure and maintain throughout the term of this Lease such fire, flood, casualty, property damage and theft insurance with respect to the contents of the Leased Premises and the County shall procure and maintain the same insurance with respect to the improvements of the Site, all as required by Section 4.6 of the Agreement, and the Trustee and the Deed of Trust Trustee shall be named as loss payees with respect to such insurance as required by Section 4.6. The policies of insurance required by Section 4.6 of the Agreement shall contain such endorsement as required by such Section. The Board shall cooperate fully with the County and the Trustee in filing any proof of loss with respect to such insurance policies. In no event shall the Board voluntarily settle, or consent to the settlement of, any proceedings arising out of any insurance claim with respect to the Leased Premises without the prior written consent of the County.

The Board hereby agrees that the net proceeds of such insurance shall applied in accordance with the provisions of Sections 5.1 and 5.2 of the Agreement.

In addition to the foregoing, the Board shall maintain public liability insurance with respect the Leased Premises.

Section 2.4. **Installation of Additional Improvements.** The Board may at any time and from time to time, in its sole discretion and at its own expense, construct real property improvements and install items of equipment or other personal property in or upon any portion of the Project that do not materially impair the effective use, nor materially decrease the value, of the Leased Premises. All such items shall be subject to the lien of the Deed of Trust. The Board shall repair and restore any and all damage resulting from the construction, installation, modification or removal of any such items of equipment.

Section 2.5. **Access to the Project.** The Board agrees that the County, the Trustee and the Deed of Trust Trustee and their respective representatives and agents shall have the right at all reasonable times to enter upon the Leased Premises or any portion thereof to examine and inspect the Leased Premises, upon advance notice to the Board of the need for such entry. The Board further agrees that the County, the Trustee and the Deed of Trust Trustee and their respective representatives and agents shall have such rights of access to the Leased Premises as may be reasonably necessary to cause the proper maintenance of the Leased Premises in the event of failure by the Board to perform its obligations hereunder.

Section 2.6. **Liens.** Except for Permitted Encumbrances (as defined in the Agreement), the Board shall not create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claims on or with respect to the Leased Premises. The Board shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Board hereby agrees, to the extent permitted by law, to reimburse the County, the Trustee or the Deed of Trust Trustee for any expense incurred by any of them in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which the Board is responsible.

Section 2.7. **Indemnification of the County.** To the extent permitted by law, the Board covenants to defend, indemnify and hold harmless the County against any and all losses,

claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such indemnified party may become subject under any statute or at law or in equity or otherwise in connection with the failure by the Board to comply with covenants set forth in this Lease and shall reimburse such indemnified party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the failure by the Board to comply with covenants set forth in this Lease. The parties acknowledge that the County provides funds to the Board that may be used to satisfy any indemnification obligation.

ARTICLE III **LEASED PREMISES**

Section 3.1. **Option to Purchase and Release of Leased Premises.** (a)(i) The Board shall have the option to purchase the Leased Premises, in part, from time to time, to the extent that it constitutes the Premises released from the lien and security interest of the Deed of Trust pursuant to Section 4 of the Deed of Trust, upon payment to the County of a purchase option price of \$100; and (ii) the Board shall be required to purchase the remainder or all of the Leased Property at the end of the Term for a purchase price of \$100 upon payment by the County of all of the Installment Payments. The Board shall notify the County of its decision to exercise its option set forth in (a)(i) above within forty-five (45) days after any such partial release of the Leased Premises, and the County shall notify the Board within forty-five (45) days after all amounts under Agreement have been paid in full, and, in either case, and within forty-five (45) days after the applicable notice is given, the County shall execute and deliver a special warranty deed with a covenant against the grantor's acts together with such other documents as are necessary to convey to the Board good and marketable title to the Leased Premises, subject only to (a) Permitted Encumbrances and (b) any encumbrance or imperfection caused by or attributable to the Board.

(b) Upon request of the Board, the County shall request the Deed of Trust Trustee to release the Leased Premises, or any part thereof, as provided in Section 4 of the Deed of Trust. Any such request by the Board shall include a resolution duly adopted by the Board stating the purpose for which a release of Leased Premises is sought, giving an adequate legal description of the part of the Leased Premises to be released. The County shall use its best efforts to submit such a request to the Deed of Trust Trustee within sixty (60) days from receiving any such request from the Board.

Section 3.2. **Recording.** The Board and the County agree that this Lease or a memorandum of this Lease shall be recorded in the office of the Cumberland County Register of Deeds.

Section 3.3. **Hazardous Materials.** The Board, its successors and assigns represents, warrants and agrees that (a) the Leased Premises shall not be used to generate, manufacture, transport, treat, store, handle, dispose of, or process Hazardous Materials except in accordance with all applicable Environmental Laws (as such terms are defined in the Deed of Trust); (b) the Board shall not cause or permit the improper installation of Hazardous Materials on the Leased Premises or a release of Hazardous Materials on the Leased Premises; (c) the Board shall at all

times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Leased Premises and shall keep the Leased Premises free and clear of any liens imposed pursuant to any applicable Environmental Laws; (d) the Board will at all times obtain and/or maintain all licenses, permits, and/or other governmental or regulatory actions necessary to comply with Environmental Laws with respect to the Leased Premises (the "Permits"), and the Board will comply with the terms and provisions of the Permits; (e) the Board shall give the County oral and written notice as soon as practicable in the event that the Board receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Leased Premises and shall conduct and complete all investigations, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Leased Premises in accordance with all applicable Environmental Laws. To the extent permitted by law, the Board hereby agrees to indemnify the County and the Deed of Trust Trustee and hold it harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, reasonable attorneys' fees), and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the County or the Deed of Trust Trustee for, with respect to, or as a direct or indirect result of (a) the presence on, or under, or the escape, spillage, emission or release from the Leased Premises of any Hazardous Material regardless of whether or not caused by or within the control of the Board, (b) the violation of any Environmental Laws relating to or affecting the Leased Premises, whether or not caused by or within the control of the Board, (c) the failure by the Board to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by the Board in this paragraph being false or untrue in any material respect.

Section 3.4. **Priority of Deed of Trust.** Notwithstanding any other provisions to the contrary herein, the Board hereby expressly acknowledges that its rights under this Lease are subject in all respects to the rights of the Deed of Trust Trustee, as beneficiary under the Deed of Trust, and the rights of the Trustee as the assignee of the Deed of Trust Trustee under the Deed of Trust and the Board shall cooperate with the Deed of Trust Trustee and the Trustee in such manner as shall be necessary to assure that the Deed of Trust Trustee and the Trustee enjoy the full benefits of the rights granted under the Deed of Trust.

ARTICLE IV **SUPERVISION OF PROJECT**

Section 4.1. **Supervision of the Project by the Board.** The County and the Board hereby agree and covenant that the Board shall have supervisory power ("Supervisory Power"), in connection with the acquisition, renovation and installation of the Project, as set forth herein and in the Sales Tax Agreement. The provisions of the Sales Tax Agreement are incorporated herein by reference; provided that, the provisions of Section 4 thereof relating to reconveyance of the Schools after close out of the Project shall not apply to the Site. The Board shall use its best efforts to cause the acquisition and renovation of the Project in accordance with the plans and specifications therefor and otherwise in accordance with the Agreement and any applicable requirements of governmental authorities and law. The Board hereby accepts the Supervisory Power.

Notwithstanding the foregoing, nothing contained in this Lease, the Agreement, the Deed of Trust or the other agreements entered into between the County and the Board in connection with the financing of the improvements leased to the Board hereunder shall be construed to grant to the County any jurisdiction or supervision over the operation and use of the public school system for the County and its facilities that would not exist in the absence of these transactions. The County and the Board hereby acknowledge and agree that the transactions contemplated by this Lease, the Agreement, the Deed of Trust or the other agreements entered into between the County and the Board are entered to facilitate the financing by the County of the costs of such improvements. The County shall have no rights over the public school system or its facilities on account of this Agreement and the other transactions contemplated hereby except as shall be necessary for the County to carry out its obligations under the financing arrangements.

Section 4.2. **Covenants as to the Construction of the Project.** In addition to the provisions relating to the construction of the Projects contained in the Sales Tax Agreement, the County and the Board hereby agree as follows in connection with the renovation, acquisition and equipping of the Project by the Board:

(a) The Board shall comply with the provisions of law, including all applicable laws relating to the procurement of construction and equipment through competitive bidding, and enter into one or more contracts or purchase orders providing for the acquisition and construction of the Project. The Board shall obtain all orders, permits or similar governmental approvals necessary for the construction and operation of each School as a public school. The Board shall cause the acquisition, construction and installation of the Project to be carried on expeditiously in accordance with the plans and specifications therefor, all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over same.

(b) The Board shall comply will all provisions of the Agreement relating to the acquisition, construction and installation of the Project, including, without limitation, Sections 3.2 and 3.3 of the Agreement.

(c) Payment of the Costs of the Project shall be made from the moneys deposited with the Trustee in the Construction Fund as provided in Section 402 of the Agreement. The Board shall submit requests for funds to the County for approval, and the County shall submit requisitions to the Trustee to provide funds to the Board to pay Costs of the Project. The Board covenants that it will not submit any such requests for any costs other than Project costs that are qualified costs under Section 54F of the Code and under Articles 34B and 37 of Chapter 115C of the North Carolina General Statutes and Costs of Issuance (not to exceed \$296,100.00) and the County agrees to honor such requests in a timely manner.

(d) The Board shall use its best efforts to cause the construction of the Project to be completed, and all Available Project Proceeds to be expended, not later than the end of the Expenditure Period. Upon completion of the Project, the Board shall prepare and deliver to the County for delivery to the Trustee a certificate of completion in the manner prescribed by Section 3.3 of the Agreement.

(e) The Board shall require each contractor for the Project to provide performance and labor and materials payments bonds in an amount not less than the amount of the respective contract, the net proceeds of any such bond to be applied as provided in Section 4.7 of the Agreement.

(f) The Board in carrying out its duties under this Agreement is acting as an independent contractor and is not an agent of the County in connection with this Agreement or in connection with any other agreement between the Board and the County, express or implied.

Section 4.3. **Disclaimers of the County.** The Board acknowledges and agrees that the design of the Project has not been made by the County, that the County has not supplied any plans or specifications with respect thereto and that the County (a) is not a manufacturer of, or a dealer in, any of the component parts of the Project or similar projects, (b) has not made any recommendation, given any advice or taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, (c) has not at any time had physical possession of the Project or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed or constructed or will accomplish the results which the Board intends therefor or (iii) is safe in any manner or respect.

The County makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part thereof to the Board or any other circumstance whatsoever with respect thereto, including, but not limited to, any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any purpose; the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the ability thereof to perform any function; that the funds advanced by the Bank pursuant to the Agreement will be sufficient (together with other available funds of the Board) to pay the Costs of the Project; or any other characteristic of the Project; it being agreed that all risks relating to the Project, the completion thereof or the transactions contemplated hereby or by the Agreement are to be borne by the Board, and the benefits of any and all implied warranties and representations of the County are hereby waived by the Board.

ARTICLE V

QSCB REQUIREMENTS

Section 5.1. **Compliance with Qualified School Construction Bond Requirements.** The Board hereby acknowledges that the County has obtained financing of the Project through the issuance of a "Qualified School Construction Bond" within the meaning of Section 54F of the provisions of the Code, based on the allocation received by the Board pursuant to the Notice. The Board hereby covenants that it will not use nor permit the use of the Leased Premises in any manner that may conflict with the obligations of the County under the Agreement to comply with

the requirements for a "Qualified School Construction Bond" within the meaning of Section 54F of the Code, the Notice and the regulations thereunder.

It is the intention of the parties hereto that the County's obligation under the Agreement be and remain "qualified school construction bonds" within the meaning of Section 54F of the Code, and to that end the Board hereby represents, warrants and agrees that 100% or more of the Available Project Proceeds shall be used to renovate, repair and equip the Schools, each of which is a public school facility.

The Board shall not take or omit to take any action, the taking or the omission of which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or otherwise cause the obligations of the County under the Agreement to cease to be or to qualify as "qualified school construction bonds" under existing law or cause the right to receive the Tax Credits to be adversely affected.

Section 5.2. **Conflicts of Interest.** The Board certifies that all applicable state and local law requirements governing conflicts of interest have been satisfied with respect to the Project.

Section 5.3. **Davis-Bacon.** The Board shall require each contractor for the Project to comply with the requirements of Subchapter IV of Chapter 31 of title 40, United States Code (the "Davis-Bacon Act"), and to provide evidence of such compliance to the County as the County may request. In addition, the Board shall provide to the County copies of all notices and reports required to be delivered to the North Carolina State Board of Education in connection with the qualified school construction bonds.

ARTICLE VI

EVENT OF DEFAULT

Section 6.1. **Events of Default.** Each of the following events shall be an "Event of Default" under this Lease:

(a) the Board's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the Board by the County, unless the County shall agree in writing to an extension of such time prior to its expiration; or

(b) the dissolution or liquidation of the Board or the voluntary initiation by the Board of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Board of any such proceeding which shall remain undismissed for sixty (60) days, or the entry by the Board into an agreement of composition with creditors or the Board's failure generally to pay its debts as they become due.

Section 6.2. **Remedies on Default.** Whenever any Event of Default shall have happened and be continuing, the County may take one or any combination of the following remedial steps:

(a) have reasonable access to and inspect, examine and make copies of the Board's books and records and accounts during the Board's regular business hours, if reasonably necessary in the County's opinion; or

(b) take whatever action at law or in equity may appear necessary or desirable, including the appointment of a receiver, to collect the amounts then due, or to enforce performance and observance of any obligation, agreement or covenant of the Board under this Lease.

No remedy herein conferred upon or reserved to the County is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, and any such right and power may be exercised from time to time as may be deemed expedient. In order to entitle the County to exercise any remedy reserved in this Section, it shall not be necessary to give any notice other than such notice as may be required in this Section.

If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VII **COUNTY'S OBLIGATIONS**

Section 7.1. **Installment Payments; Encumbrances.** The County shall make all payments to the Trustee required under the Agreement, in a timely manner and in accordance with the terms of the Agreement. The County shall not add any mortgages, pledges, liens, charges, encumbrances or claims to the Leased Premises that are not expressly required to secure the Agreement without the prior written approval of the Board. The County shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The County agrees, to the extent permitted by law, to reimburse the Board for any expense incurred by the Board in order to discharge remove any such mortgage, pledge, lien, charge, encumbrance or claim for which the Board is responsible. Notwithstanding the foregoing, in the event of an Event of Default on the part of the County under the Agreement, the Board acknowledges that the Deed of Trust Trustee has the right to foreclose on the Project, and that this Lease is subordinate to the Deed of Trust and that in the event of such foreclosure, the Board could be required to vacate the Project.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. **Definitions.** The following capitalized terms shall have the following meanings:

“Available Project Proceeds” means the excess of the proceeds from the sale of the Bonds over Costs of Issuance paid therefrom (which may not exceed \$296,100.00), plus earnings thereon.

“Code” means the Internal Revenue Code of 1986, as amended, as it applies to the Bonds and this Agreement, and final regulations and all proposed regulations which, if adopted in their present form, would apply to the Bonds. Reference herein to any specific provision of the Code shall be deemed to include any successor provision thereto

“Costs of the Project” shall include the following:

(a) the actual cost of land, labor, materials, machinery and equipment as payable to contractors, builders and materialmen in connection with the acquisition, construction, or repair of the Project;

(b) governmental charges levied or assessed during installation upon the Project or on any property acquired therefor, and premiums on insurance in connection with the Project during construction;

(c) fees and expenses of architects and engineers for estimates, surveys and other preliminary investigations, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects and engineers in relation to the construction of the Project or the sale of the Bonds;

(d) Costs of Issuance and expenses of administration, supervision and inspection properly chargeable to the Project, legal expenses and fees, fees and expenses of the Trustee, fees and expenses of the underwriters in arranging for the sale or placement of the Bonds, financing charges, cost of preparing, executing, delivering and selling the Bonds and all other items of expense, including those of the Trustee and Deed of Trust Trustee, not elsewhere specified in this section incident to the acquisition, construction, repair or equipping of the Project; and

(e) all other costs which are considered to be a part of the costs of the construction, acquisition or repair of the Project, in accordance with generally accepted accounting principles and which will not affect the qualification of the Bonds as “qualified school construction bonds” under Sections 54A and 54F of the Code.

“Costs of Issuance” means items of expense directly or indirectly payable by or reimbursable to the Trustee or the County and related to the authorization and sale of the Bonds, including, but not limited to, printing and publication costs, costs of preparation and reproduction of documents, filing fees, computation fees, counsel fees and charges, rating agency fees, charges for preparation, execution, transportation and safekeeping of the Bonds, including

CUSIP numbers, and any other cost, charge or fee in connection with the execution and delivery of the Bonds.

“Expenditure Period” means the three year period beginning on the date of Closing, as such period may be extended pursuant to Section 54A(d)(2)(B)(iii) of the Code.

“Notice” means Notice 2010-17 promulgated by the United States Treasury Department on March 17, 2010.

Section 8.2. **Indemnification.** To the extent permitted by law, the Board shall indemnify and save the County harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, construction and equipping of the Project, except any claim arising from the failure by the County to provide funds to the Board to pay costs of the Project; provided, however, that the Board shall not be obligated to pay the Installment Payments pursuant to the Agreement or to indemnify any party to the Agreement for any third-party claims asserted against any such party relating to the payment of such Installment Payments. The Board shall be notified promptly by the County of any action or proceeding brought in connection with any such claims arising from the acquisition, construction and equipping of the Project.

Section 8.3. **Amendments and Further Instruments.** The County and the Board may, from time to time, with the written consent of the Bank, execute and deliver such amendments to this Agreement and such further instruments as may be required or desired for carrying out the expressed intention of this Agreement.

Section 8.4. **Miscellaneous.** (a) If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term or provision shall not be affected thereby.

(b) The headings in this Lease are for purposes of reference only and shall not limit or define the meaning hereof.

(c) Subject to express provisions hereof to the contrary, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns during the Term hereof and during any extensions or renewals of said Term.

IN WITNESS WHEREOF, the parties hereto have executed and attested this Agreement by their duly authorized representative as of the day and year first written above.

COUNTY OF CUMBERLAND, NORTH
CAROLINA

By: _____
Chairman

Clerk to the Board

CUMBERLAND COUNTY BOARD OF
EDUCATION

By: _____
Chairman



Secretary of the Board

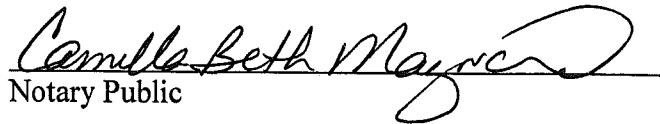
ACKNOWLEDGEMENT FOR COUNTY

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that Carrie Sutton and Frank Till personally appeared before me this day, each acknowledging to me that they signed the foregoing document in the capacity indicated thereon.

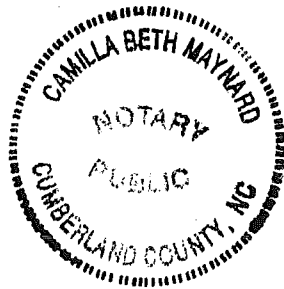
Date: January 31, 2011


Notary Public

Print Name: Camilla Beth Maynard

My Commission Expires: September 16, 2013

[Official Seal]



ACKNOWLEDGEMENT FOR BOARD

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that _____ and _____ personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document in the capacity indicated thereon.

Date: January __, 2011

Notary Public

Print Name: _____

My Commission Expires: _____

[Official Seal]

SCHEDULE I

LEGAL DESCRIPTION OF THE SITE

SCHOOL NAME:

Western Middle School

SCHOOL PROPERTY DESCRIPTION:

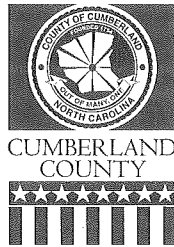
COMMENCING at an existing concrete monument stamped "TWT 1", set in the eastern right of way margin of the Aberdeen & Rockfish Railroad; said existing concrete monument having NAD83/2007 State Grid Coordinates of N = 458,401.96 and E = 1,985,904.17; said existing concrete monument being the southwest corner of Tract "A" as shown on plat entitled "Subdivision and Recombination Plat Gillis Family Property" as recorded in Plat Book 123 Page 11 and also Plat Book 124 Page 16 of the Cumberland County Registry; and runs thence a computed tie line of S 79°57'13" E 1886.53 to an existing 1" iron pipe located at the southwest corner of Tract "C" as shown on the above referenced plat; said existing 1" iron pipe being the point of beginning;

And Runs Thence from said point of beginning with the western line of the above referenced Tract "C", N 04°27'50" E 1485.81 feet to a P.K. Nail located in the centerline of Century Circle, (S.R. 1104); thence with the centerline of said Century Circle the following, S 54°34'29" E 91.57 feet to a P.K. Nail; thence with a curve to the left having a radius of 855.00 feet and length of 267.00 feet an a chord bearing and distance of S 63°31'15" E 265.91 feet to a P.K. Nail; thence S 72°28'01" E 130.40 feet to a P.K. Nail; thence S 73°49'05" E 344.25 feet to a P.K. Nail; thence S 74°01'12" E 152.00 feet to a P.K. Nail; thence S 75°01'09" E 117.02 feet to a P.K. Nail; thence leaving said centerline S15°53'38" W 30.00 feet to an Iron Rod set in the southern right of way margin of said Century Circle; thence S 58°18'08" E 96.26 feet to an Iron Rod Set; thence with a curve to the right having a radius of 1081.36 feet and length of 242.78 feet an a chord bearing and distance of S 19°02'00" W 242.27 feet to an Iron Rod Set; thence S 25°13'21" W 286.33 feet to an iron rod set; thence S 32°42'11" W 322.09 feet to an Iron Rod Set; thence S 30°00'29" W 215.97 feet to an Iron Rod Set; thence with a curve to the left having a radius of 864.05 feet and length of 128.90 feet an a chord bearing and distance of S 20°40'46" W 128.78 feet to an Iron Rod Set located in the northern line of the Clarence Koonce, Jr. tract as recorded in Deed Book 6495 Page 792; thence with the northern line of said Koonce Tract, N 86°21'50" W 688.94 feet to the point of beginning and containing 28.213 Acre less and except 0.756 Acres as located in the right of way of Century Circle leaving a Net Total of 27.457 Acres.

The above tract being shown as Tract "C" as recorded in Plat Book 124 Page 16 and being a portion of that tract as recorded in Deed Book 7721 Page 544 of the Cumberland County Registry.

The above tract being subject to all easements, restrictive covenants and right of ways of any recorded or unrecorded documents.

The above deed description was prepared by Thomas J. Gooden, P.L.S. No. L3196 of Gooden & Associates, Inc of Hope Mills, N.C.



ITEM NO. 2D

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

MEMO FOR THE AGENDA OF THE FEBRUARY 22, 2011
MEETING OF THE BOARD OF COMMISSIONERS

TO: Board of Commissioners, County Manager, Purchasing Accounts
Manager, Director of Solid Waste Management

FROM: County Attorney *R. Monaghan*

DATE: February 15, 2011

SUBJECT: Bid #11-21-SW F Trommel Screen

BACKGROUND:

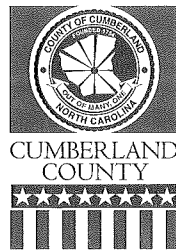
Background information is provided in the memoranda from Bobby Howard and Thelma Matthews.

CONCLUSION:

Because there was no statement from the Director of Solid Waste Management as to the equivalency of the machine bid by the low bidder to the specifications in the request for bids, I reviewed the bid tabulations for all three bidders. The bid of ScreenTech LLC (\$271,500) was the only bid that was completely responsive to the bid request for each non-optional specification. According to the Director of Solid Waste Management, he did not find that the machine bid by the low bidder was equivalent to the bid specifications because he had each vendor perform a demonstration of its machine with the tub grinder it would be used with and the lowest bid machine simply was not able to keep up with the tub grinder. I am of the opinion that this demonstration approach was reasonable and provides a legally sufficient basis to reject the lowest bid if the Board chooses to do so.

Celebrating Our Past... Embracing Our Future

THELMA S. MATTHEWS
Purchasing Accounts Manager
(910) 678-7743



DEBBIE H. MILLER
Buyer
(910) 678-7746

**FINANCE DEPARTMENT
PURCHASING DIVISION**

4th Floor, Courthouse • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829 • Fax (910) 323-6120

ITEM NO. _____

TO: JAMES MARTIN, COUNTY MANAGER

FROM: THELMA MATTHEWS, PURCHASING ACCOUNTS MANAGER *mm*

DATE: FEBRUARY 11, 2011

SUBJECT: BID #11-21-SW F TROMMEL SCREEN

Bids were solicited for a Trommel Screen by Cumberland County Purchasing for the Solid Waste Department. Bid Sheet attached.

Please see attached the recommendation with justification from Robert Howard.

I request this item be put on the agenda for the next County Commissioner's meeting.

Thank you.

Celebrating Our Past...Embracing Our Future



COUNTY of CUMBERLAND

Office of Solid Waste Management

DATE: February 9, 2011
TO: James Martin, County Manager
THRU: Thelma Matthews, Purchasing
Amy Cannon, Assistant County Manager
FROM: Robert Howard, Director *RH*
SUBJECT: Bid Approval for Trommel Screen

BACKGROUND:

Bids were received on February 4, 2011 for a new Trommel Screen. Three bids were submitted. See attached Bid Tabulation sheet.

RECOMMENDATIONS:

Recommend that the Board of Commissioners award the bid to Screen Tec LLC. All three bidders demonstrated their trommel screens at the Wilkes Road T&P Facility. Attached is a breakdown on the results of those demonstrations.

Screen Tec LLC bid was \$51,750.00 more than the lowest bid, but the McCloskey 621, which is the machine they demonstrated and bid, is more durable, can keep up with the tub grinder used at Wilkes Road T&P Facility, is easily cleaned and repaired and is the same type of screen that was destroyed by lightning so we know it will work.

This new screen is a replacement for the McCloskey Trommel Screen that was destroyed by lightning. Therefore, it is an insurance claim payment.

Attachments –
Bid Tabulation
Demonstration Results



COUNTY of CUMBERLAND

Office of Solid Waste Management

DATE: February 8, 2011

TO: Robert Howard, Director

FROM: Bruce Cummings, Equipment Operator III *B.C.*

SUBJECT: Demo Results

The following are the results of the demonstrations of Trommel Screens at the Wilkes Road T&P Facility.

1. 6x21 Power Screen

- a. At a regular grind feeding the screen with a Morbark 1400 tub grinder the screen was running at maxed out RPM and wasn't screening the material as good as the screen we are trying to replace
- b. Did not do a good job of screening!
- c. Access panels were bolted shut and not easily accessible.
- d. Brushes had to be adjusted from a ladder which is a safety hazard.
- e. Fines conveyor frame was small. Not built as rigid or large as other machines
- f. Machine was built light; harder to perform maintenance on.
- g. Machine hardware wasn't U.N.C. North American Thread not metric
- h. All hose fittings are not JIC type
- i. Radial fines belt not 2 ply 42"
- j. All folding conveyors not supported by safety chains
- k. Is not as well built a machine for the job as the McCloskey 621.

2. McCloskey 621 Screener

- a. At a regular grind feeding the screen with a Morbark 1400 tub grinder the screen hopper kept up and did not run over.
- b. The 621 did a better job of handling the material than the other machines demonstrated.
- c. The 621 is built better and has more access panels. This allows for better cleaning and will make it easier to reach all areas for repair if necessary.
- d. The fines belt frame was heavier build than other screens where it articulates.

- e. The brushes on the 621 can be adjusted from ground level instead of having to climb up a ladder to adjust.
- f. The engine on the 621 is mounted lower to the ground; making the engine more accessible. Level checks and service to the engine will be easier.

3. Doppstadt SM Series Trommel

- a. At a regular grind feeding the screen with a Morbark 1400 tub grinder the screen kept up and did not run over.
- b. Brushes had to be adjusted from top using a ladder, which is a safety hazard.
- c. Conveyor belts were too short and there were no extensions available.
- d. Belts came out of the rear, making it more difficult to repair.
- e. Had stamped holes in drum, so would have to change barrel to adjust size of screened material.
- f. Had tongue to move/transport

Through our past experience with a McCloskey Screen any problems with the machine could be handled quickly with a phone call. Parts are readily available. Overall the McCloskey 621 screener is a better machine than all of the other machines that were demonstrated.

COUNTY of CUMBERLAND
BID NO: 11-21-SW (F) Due: February 4, 2011 – 11:00 A.M.

TROMMEL SCREEN MACHINE SUMMARY SHEET

American Crushers \$ _____

Doppstadt US \$ _____

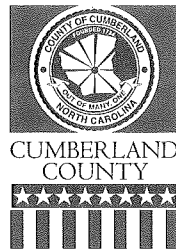
Gregory Poole \$ 317,694.⁰⁰

Powerscreen Mid-Atlantic \$ 219,750.⁰⁰

ScreenTech \$ 271,500.⁰⁰

_____ \$ _____

THELMA S. MATTHEWS
Purchasing Accounts Manager
(910) 678-7743



DEBBIE H. MILLER
Buyer
(910) 678-7746

FINANCE DEPARTMENT
PURCHASING DIVISION

4th Floor, Courthouse • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829 • Fax (910) 323-6120

ITEM NO. 2E

TO: JAMES MARTIN, COUNTY MANAGER
THRU: AMY CANNON, ASSISTANT COUNTY MANAGER
FROM: THELMA MATTHEWS, PURCHASING ACCOUNTS MANAGER *tm*
DATE: FEBRUARY 10, 2011
SUBJECT: BID #10-10-ES-F & 10-03-ES-F

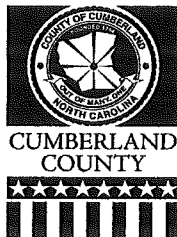
Bids were solicited for Disaster Debris Clearance and Disaster Management by Cumberland County Purchasing. Bid Sheets attached.

Kenneth Currie, director of Emergency Services and I recommend all bids be rejected and rebid with revised specifications that we feel will financially benefit the County.

I request this item be put on the agenda for the next County Commissioner's meeting.

Thank you.

Celebrating Our Past...Embracing Our Future



COUNTY OF CUMBERLAND
EMERGENCY SERVICES DEPARTMENT
P.O. DRAWER 1829 FAYETTEVILLE, NORTH CAROLINA
Phone (910) 678-7688 Fax (910) 677-5552

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February 8, 2011

Memorandum

TO: Thelma Matthews, Purchasing Accounts Manager *TM*
FROM: Kenneth Currie, Emergency Services Director *KC*
REF: Bids for Disaster Debris Clearance and Removal Services, and Disaster
 Management, Recovery and Consulting

Thelma, after our meeting today, we recommend that all of the bid proposals for Disaster Debris Clearance and Removal Services and the bid for Disaster Management, Recovery, and Consulting Services, for September 22, 2009 be denied at this time.

We would like to take another look at the Request for Proposals in order to make changes that would make clean-up faster, and could possibly be beneficial to the county financially during a disaster.

Please call me at 678-7688 if further discussion is required on this matter.



**County of Cumberland
Disaster Management, Recovery and Consulting
September 23, 2009 – Proposal Summary Sheet**

Beck Disaster Recovery

<u>Positions</u>	<u>Hourly Rates</u>
Project Manager	<u>\$115.00</u>
Operations Manager	<u>\$80.00</u>
Schedule/Expeditors	<u>\$69.00</u>
GIS Analyst	<u>\$65.00</u>
Field Supervisors	<u>\$65.00</u>
Debris Site / Tower Monitors	<u>\$50.00</u>
Environmental Specialist	<u>\$50.00</u>
Project Inspectors (citizen drop-off site monitors)	<u>\$45.00</u>
Load Ticket Data Entry Clerks	<u>\$35.00</u>
Billing/Invoice Analysts	<u>\$35.00</u>
Administrative Assistants	<u>\$35.00</u>
Field Coordinators (crew monitors)	<u>\$45.00</u>
Other Required Positions	<u>\$95.00</u>

Note:

RFP sent to the following vendors:

Camp Dresser & McKee, Inc.	Chose not to submit proposal
Crowder Gulf Disaster Recovery & Debris Mgmt.	No Response
D & J Enterprises	No Response
Dewberry	No Response
LBL Technology Partners	No Response
PBS & J	No Response

Debris Clearance and Removal

Contractors Bid

RFP Section	Unit	AshBritt	Asplundh	Ceres	DRC	Omni	Phillips & Jordan	SRS	T.F.R.	Unified	D & J	Bergeron	Crowder
25.2 Collect and Haul Vegetative ROW	CYD	\$ 7.75	\$ 6.50	\$ 6.88	\$ 7.36	\$ 7.28	\$ 7.25	\$ 7.93	\$ 6.20	\$ 6.49	\$ 5.95	\$ 7.00	\$ 7.80
25.3 Collect and Haul C&D ROW	CYD	\$ 7.75	\$ 7.80	\$ 7.42	\$ 7.42	\$ 7.28	\$ 7.25	\$ 8.93	\$ 6.20	\$ 7.76	\$ 5.95	\$ 7.00	\$ 7.80
25.4 Removal and Transport of Leaning Trees, Hanging Limbs, and Uprooted Stumps	CYD	\$ 7.75	\$ 10.00	\$ 11.84	\$ 16.42	\$ 10.00	\$ 7.25	\$ 8.93	\$ 6.20	\$ 7.49	\$ 5.95	\$ 7.00	\$ 7.80
25.5 Demolish, Collect & Haul C&D (ROW/ROE)	CYD	\$ 13.75	\$ 12.00	\$ 12.64	\$ 14.86	\$ 15.95	\$ 10.50	\$ 10.93	\$ 8.00	\$ 41.00	\$ 5.95	\$ 12.50	\$ 17.00
25.6 TDSR Site Management	CYD	\$ 2.00	\$ 0.80	\$ 0.88	\$ 1.24	\$ 1.38	\$ 2.00	\$ 1.55	\$ 0.50	\$ 1.25	\$ 0.85	\$ 2.50	\$ 1.20
25.7 Reduction By Grinding	CYD	\$ 1.95	\$ 1.10	\$ 2.55	\$ 2.42	\$ 2.19	\$ 1.50	\$ 2.75	\$ 1.60	\$ 2.30	\$ 1.85	\$ 2.25	\$ 2.75
25.8 Reduction By Incineration	CYD	\$ 1.65	\$ 0.90	\$ 1.29	\$ 1.77	\$ 1.68	\$ 1.75	\$ 2.25	\$ 1.25	\$ 1.80	\$ 1.60	\$ 1.75	\$ 2.00
25.9 Haul-Out of Reduced Debris													
Burning	CYD	\$ 3.75	\$ 5.15	\$ 4.15	\$ 3.95	\$ 2.30	\$ 4.50	\$ 4.55	\$ 3.50	\$ 3.75	\$ 3.00	\$ 2.50	\$ 3.80
Chipping	CYD	\$ 3.75	\$ 5.15	\$ 4.15	\$ 3.95	\$ 2.30	\$ 4.50	\$ 4.55	\$ 3.50	\$ 3.75	\$ 3.00	\$ 3.25	\$ 3.80
25.10 Household Hazardous Waste	LB	\$ 18.00	\$ 50.00	\$ 5.85	\$ 5.96	\$ 3.00	cost + 20%	\$ 13.95	\$ 2.50	\$ 65.00	\$ 25.00	\$ 35.00	\$ 5.00
25.11 Removal of Vessels	Lin Ft.	\$ 50.00	\$ 200.00	\$ 125.00	\$ 25.00	\$ 150.00	cost + 20%	\$ 34.00	\$ 4.50	\$ 45.00	\$ 150.00	\$ 400.00	\$ 35.00

Contractors Bid													
RFP Section	Unit	AshBritt	Asplundh	Ceres	DRC	Omni	Phillips & Jordan	SRS	T.F.R.	Unified	D & J	Bergeron	Crowder
25.12 Removal of Vehicles	PER UNIT	\$ 175.00	\$ 500.00	\$ 295.00	\$ 40.00	\$ 600.00	\$ 200.00	\$ 250.00	\$ 90.00	\$ 250.00	\$ 500.00	\$ 85.00	\$ 200.00
25.13 Removal of Animal Carcasses	PER UNIT	\$ 95.00	\$ 100.00	\$ 3.99	\$ 10.00	\$ 36.00	\$ 2.00	\$ 100.00	\$ 45.00	\$ 80.00	\$ 300.00	\$ 5.00	\$ 10.00
25.14 Removal of Asbestos	LB	\$ 175.00	\$ 100.00	\$ 19.89	\$ 8.00	\$ 4.50	cost + 20%	\$ 13.95	\$ 3.00	\$ 16.00	\$ 15.00	\$ 7.00	\$ 27.00
Total Cost Per Bid Sheet		\$ 658.40	\$ 1,127.70	\$ 600.52	\$ 248.98	\$ 943.68	\$ 333.10	\$ 546.46	\$ 262.80	\$ 697.87	\$ 1,084.10	\$ 665.75	\$ 435.75
Contract Cost		\$ 31,254,860.00	\$ 27,950,572.00	\$ 29,829,852.00	\$ 34,587,540.00	\$ 32,708,936.00	\$ 27,249,560.00	\$ 30,311,164.00	\$ 20,726,160.00	\$ 55,626,012.00	\$ 19,002,360.00	\$ 29,515,850.00	\$ 33,809,464.00

TDSR - Temporary
Debris Staging and
Reduction Site

\$ 2,704,000.00 \$ 1,081,600.00 \$ 1,189,760.00 \$ 1,676,480.00 \$ 1,865,760.00 \$ 2,704,000.00 \$ 2,095,600.00 \$ 676,000.00 \$ 1,690,000.00 \$ 1,149,200.00 \$ 3,380,000.00 \$ 1,622,400.00

DRAFT

CUMBERLAND COUNTY FACILITIES COMMITTEE
NEW COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564
FEBRUARY 3, 2011 – 8:30 AM
MINUTES

MEMBERS PRESENT: Commissioner Jimmy Keefe, Chair
Commissioner Marshall Faircloth
Commissioner Jeannette Council (arrived at 8:40 am)

OTHER COMMISSIONERS
PRESENT: Commissioner Kenneth Edge
Commissioner Billy King (arrived at 9:15 am)

OTHERS PRESENT: James Martin, County Manager
Amy Cannon, Assistant County Manager
James Lawson, Assistant County Manager
Howard Abner, Assistant Finance Director
Sally Shutt, Communications and Strategic Initiatives
Manager
Rick Moorefield, County Attorney
Robert N. Stanger, County Engineer
Al Brunson, Facilities Maintenance Manager
Candice H. White, Deputy Clerk to the Board
Press

Commissioner Keefe called the meeting to order.

1. APPROVAL OF MINUTES – JANUARY 6, 2011 REGULAR MEETING

MOTION: Commissioner Faircloth moved to approve the minutes.
SECOND: Commissioner Keefe
VOTE: UNANIMOUS

2. UPDATE ON APPROACH TO EVALUATING THE COUNTY'S SPACE
NEEDS

James Martin, County Manager, stated a survey of department space needs was conducted in 2007 to 2008 and during a recent meeting with staff, a decision was made to resurvey county departments. Robert N. Stanger, County Engineer, confirmed the surveys had been sent out and stated based on programming scenarios that were conducted in 2007 to 2008, there is still a fairly clear understanding of space needs for departments within the new courthouse facility; however, departments not previously assessed are also being surveyed; this includes the Board of Elections, Register of Deeds, building and central maintenance, departments housed in the historic courthouse building, the Cooperative Extension and Day Reporting. Mr. Stanger further stated an assessment

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is also being conducted to look at available space within departments. Mr. Stanger stated in his opinion, the end result to accommodate the county's space needs and provide for future growth will likely be renovation of the former public health building or new construction because there are not many options available to the county. Mr. Stanger stated the plan is to bring a report back to the committee in sixty days.

Commissioner Keefe inquired about county departments currently operating off site. Mr. Martin stated Mental Health is the only agency occupying space in the multi-story facility on Executive Place and Communicare/the Juvenile Crime Prevention Council is the only agency occupying space in the single-story facility on Executive Place. Commissioner Keefe inquired whether there was space available in either of the facilities. Mr. Stanger stated he would forward a survey to Mental Health in order to make that assessment. Commissioner Keefe stated he would like to see a more holistic approach so only one assessment would be needed for the next ten to fifteen years. Commissioner Keefe also suggested that caution be taken when asking departments what they would like with regard to expansion.

Commissioner Keefe asked whether the county's space needs would be a consideration for next year's budget. Mr. Martin responded the commissioners will need to have a better understanding of the county's space needs at that time. Mr. Martin stated he believes the county's ability to address those needs will be quite a challenge in the short term because the reality is that any funds the county has will be more than sufficiently consumed by the jail expansion. Mr. Martin added the Fayetteville Convention and Visitors Bureau has expressed interest in leasing the entire building and this has driven the need to locate space for the Community Development department.

3. UPDATE ON DETENTION CENTER EXPANSION PROJECT

Mr. Stanger distributed site plans developed by Moseley Architects and reported the Detention Center Planning Committee met on January 24, 2011 and revisited population projections for Cumberland County which indicated the need for 834 beds by 2015 and 890 beds by 2030. Mr. Stanger stated the Detention Center currently has space for 568 beds which leaves a deficit of about 330 beds.

Mr. Stanger reported the committee also discussed the architect's evaluation of the core facilities which included the kitchen, laundry and mechanical areas. Mr. Stanger stated the kitchen as currently designed has the capacity to serve about 900 to 1,000 inmates and once that threshold is reached, the kitchen will need to be expanded. Mr. Stanger spoke briefly to what would be needed to sustain expansion of the kitchen area.

Mr. Stanger reported the laundry should be able to accommodate up to 1,500 inmates and appears to be sufficient. Mr. Stanger further reported there is room in the mechanical area for the future installation of both a chiller and a boiler to accommodate the first phase of construction. Mr. Stanger stated once the site is maxed out, new mechanical space will have to be provided for additional chillers.

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Mr. Stanger further explained the design proposals as contained in the site plan as well as the schematic drawings for the first and second floors. Mr. Stanger stated the architect is proposing a mix of dormitory space, special management single cells and medium security four-man lock-back cells. Mr. Stanger pointed out the maximum security area and supervision area. Mr. Stanger stated the mix of housing for the expansion contains 64 dormitory style beds and since the State only allows 40 beds, special approval will be needed for the additional 24 beds. Mr. Stanger noted other counties have received approval for additional beds.

Mr. Stanger stated on the second floor there are 256 dormitory beds which, when added to the medium/special management areas, totals 376 beds. Mr. Stanger further stated when adding the 376 beds to the existing 568 beds, it brings the total capacity to 944 beds; this exceeds the forecast for 890 beds needed by 2030. Mr. Stanger responded to questions and provided further clarification of the conceptual drawings. Mr. Stanger stated a formal presentation will be given at the March meeting of the committee which will show refined conceptual plans/designs, parking, and what can be accommodated in the vacant areas on the site for ultimate build-out. Mr. Stanger explained two alternatives will be presented along with preliminary cost estimates so the Board can make an informed decision on what direction to pursue in order to begin final refinement of the design. Mr. Stanger responded to additional questions regarding areas for mental health, medical provision, recreation, supervisors/unit managers, classrooms and public access. Mr. Stanger stated beds are factored into the design in a way that will allow jailers to continue to be able to classify detainees.

Mr. Martin stated an issue that is becoming more prominent in his mind is that within the next five to ten years, there is a potential that the entire site will be built out. Mr. Martin further stated building higher on the proposed addition was discussed with the design team as a possible means to further prolong a build out. Mr. Martin stated this could be something the Board may wish to consider.

4. UPDATE ON FORMER PUBLIC HEALTH BUILDING

James Lawson, Assistant County Manager, stated when he spoke with Tom Keith last week, Mr. Keith indicated he felt he could schedule a time this week to perform a walk-through assessment of the former public health building. Mr. Lawson stated it now appears Mr. Keith is waiting for his associates who are involved in other projects to return to the office, so he will not be able to provide a walk through schedule until then. Mr. Lawson stated once the walk-through assessment is completed, it will take four to six weeks for Mr. Keith to put together a report. Mr. Lawson stated he is actively staying in touch with Mr. Keith and trying to pursue completion of the walk-through assessment.

Commissioner Keefe asked if the process could be fast-tracked. Mr. Lawson stated he could look at other options. Mr. Lawson also stated Mr. Keith had preliminarily indicated that whatever value is placed on the building, the county will face great

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difficulty in marketing it. Commissioner Edge asked that a time be set up for commissioners to walk through the building.

5. REPORT ON AGREEMENT FOR HOSPITAL USE OF ROXIE AVENUE FACILITY

Commissioner Keefe stated he had requested that this matter be placed on the agenda primarily because it appears as though a county facility is being subleased to a private entity without compensation and the county is still responsible for providing some services to the building. Commissioner Keefe stated he was not aware of the Board of Commissioners, Hospital Board of Trustees or the Mental Health Board taking an action on the matter.

Rick Moorefield, County Attorney, called attention to a memo in which he referenced the statutory basis for the contractual relationship and agreement between the Hospital and the Mental Health Authority. Mr. Moorefield stated at some time in the past there should have been an agreement between the county and the Mental Health Authority for the use of the Roxie Avenue facility; however, he was unable to locate such an agreement. Mr. Moorefield further stated by virtue of the arrangement with the Mental Health Authority over the years, the inability to locate said agreement likely will not pose any legal issue. Mr. Moorefield stated since the Mental Health Authority does not provide direct services, he does not view the agreement between these two entities as being any different than other agreements the Mental Health Authority has for the provision of services.

Mr. Moorefield advised the county has no obligation under the agreement and the only expectation is that the county will continue the basic maintenance of the building. Mr. Moorefield stated the position of the Mental Health Authority is that if the county were to decide they did not want to provide maintenance the building, the Mental Health Authority would terminate the agreement. Mr. Moorefield stated the agreement contains a provision that the Mental Health Authority will terminate its agreement with the hospital if its use agreement with the county is terminated; therefore, it is up to the Board of Commissioners as to whether to continue its use agreement with the Mental Health Authority.

Commissioner Keefe asked whether a county agency could sublease county space to a private industry or contractor without county approval. Mr. Moorefield responded if the government agency already has use of the space and use of the space is not restricted by the county, it can sublease county space. Mr. Moorefield explained the county had already approved the use of the Roxie Avenue facility by the Mental Health Authority for services and the hospital is providing the same service. Commissioner Faircloth expressed concern regarding reversionary clauses and asked whether the county would have to make good on any reversions. Mr. Moorefield explained the option available to the Board of Commissioners as a governing body is to terminate its use agreement with the Mental Health Authority who in turn would terminate its agreement with the hospital.

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Mr. Martin stated heretofore construction costs and maintenance/operation costs for the Roxie Avenue facility had been paid entirely by mental health funds through the Mental Health Authority's various appropriations.

Commissioner Edge called attention to the indemnification clause as contained in the agreement and asked whether the county would be liable for the actions of hospital staff who would be providing services in the Roxie Avenue facility. Mr. Moorefield stated although he can not say the county won't get sued, the indemnity agreement does by reach to the county and with mental health being an autonomous separate political authority, the significance is it that it legally has the same status as the county. Mr. Moorefield further stated the Mental Health Authority is only considered a county department for Chapter 159 purposes (fiscal control act).

6. OTHER ITEMS OF BUSINESS

There were no additional matters of business.

MEETING ADJOURNED AT 9:35 AM

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ITEM NO. 2 F(2)

CUMBERLAND COUNTY FINANCE COMMITTEE FEBRUARY 3, 2011, 9:30AM, ROOM 564 MINUTES

MEMBERS PRESENT: Commissioner Marshall Faircloth
Commissioner Billy King
Commissioner Jeannette Council

OTHER COMMISSIONERS Chairman Kenneth Edge
ATTENDING: Commissioner Jimmy Keefe

OTHERS: James Martin, County Manager
Amy Cannon, Assistant County Manager
James Lawson, Assistant County Manager
Rick Moorefield, County Attorney
Sally Shutt, Communications Manager
Howard Abner, Assistant Finance Director
Linda Suggs, Senior Manager- Cherry Bekaert & Holland,
CPA's
Marie Colgan, Clerk to the Board

Commissioner Faircloth called the meeting to order.

County Manager Martin requested that Item # 3 on the agenda be heard first and members agreed to the change.

1. Approve Minutes: January 6, 2011

MOTION: Commissioner Council moved to approve the minutes.
SECOND: Commissioner King
VOTE: UNANIMOUS

2. Presentation on GASB Statement No. 54 by Cherry, Bekaert & Holland, CPA's

Commissioner Faircloth reminded members that he had earlier requested information on Other Post Employment Benefits (OPEB) and questioned if this discussion was related to his request. Mrs. Cannon stated she recalled that request and had informed him at the time she would also like to bring in a representative from Cherry, Bekaert & Holland to provide information on a change in the reporting requirements and definitions for fund balance. Mrs. Cannon added that after the presentation on the GASB changes, a discussion can also take place on OPED. Mrs. Cannon advised GASB stands for the Governmental Accounting Standards Board which is the accounting authority for the county and they make the laws. GASB has worked on a

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project which entails changes to definitions and names and categories of fund balance for several years and the changes become effective with the year ending June 30, 2011. Mrs. Cannon advised some of the currently separate revenue sources will no longer be shown separately because they do not meet the new definition, but more information on this will be provided later. Mrs. Cannon introduced Linda Suggs stating she has worked on the county's audit for the last ten to twelve years.

Ms. Suggs stated this new standard is not going to change the total amount of fund balance, but will change the categories and definitions in the way it is reported.

Ms. Suggs provided a power point presentation with the following information and provided clarifications on the information provided:

- Purpose of GASB 54 is to change the focus on how fund balance recording is done.
- Changes the focus of fund balance reporting from what purposes fund balance is going to be used or appropriated for to what constraints are placed on how resources within fund balance can be used and the identification of the source of those constraints.
- Enhances the usefulness of fund balance information.
- Clearer fund balance classifications that can be more consistently applied.
 - Eliminate the reserve component in favor of a restricted classification.
 - An amount cannot be classified as restricted in one fund and unrestricted in another.
- Clarifies existing governmental fund type definitions.
 - Reduce uncertainty about which resources can or should be reported in the respective fund types.
- Only applies to governmental funds.
 - No changes to the reporting of net assets for government-wide and proprietary statements.
- Effective for financial statements for periods beginning after June 15, 2010
 - June year end – Effective June 30, 2011
 - Sept year end – Effective Sept 30, 2011
- Fund balance is currently allocated under the following terms:
 - Reserved
 - Unreserved
 - Designated
 - Undesignated
- Components of fund balance:
 - Nonspendable
 - Spendable

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- Restricted
- Committed
- Assigned
- Unassigned

The above new classifications were explained and examples provided. The following action plan was suggested and it was noted that several items are already taking place:

- ☐ Implementation of Action Plan
- ☐ Review that all funds are properly classified.
- ☐ Review your fund balance policy or any similar policy to ensure you understand how these amounts will be displayed on your unit's balance sheet. Make any policy changes before June 30, 2011 if your fund balance policy needs revision.
- ☐ Review or develop policy on spending order of revenues as outlined above in "Spending Policies of Governmental Unit". Make any needed changes before June 30, 2011 as your policy will be disclosed in the notes.
- ☐ Units that record detail accounts may need to modify their general ledger accounts.
- ☐ GASB Statement No. 54 requires retroactive restating of fund balance for all prior periods presented. Changes to fund balance information presented in the statistical section of a CAFR may be made prospectively, although retroactive application is encouraged.

Mrs. Suggs referred members to their handout of a spreadsheet which shows how the general fund balance sheet looked June 30, 2010 and how it will look after June 30, 2011. Discussion ensued regarding the changes based on the information provided above.

Mrs. Cannon advised that at the next Finance Committee meeting she will be presenting a change in the fiscal policy which addresses these different categories. Mrs. Cannon noted the Finance Department will have to do more manual calculations due to this change in order to show the Board pure numbers for the undesignated fund balance in the general fund. It was noted the following no longer meet the definition of the undesignated fund balance: school capital outlay, the revaluation fund, water & sewer fund, the endowment fund or economic development fund. Mrs. Cannon stated the Finance Department is still working on how they will best implement the changes.

In response to Commissioner Faircloth's request for information on OPEB, Ms. Suggs stated GASB has worked to make government financial statements similar to commercial statements and OPEB was the next step in doing that. Mrs. Cannon added this is a way to recognize the commitment made to employees to provide retired employee health insurance over a period of time and is an actuary calculation based on current employees as to what the cost will be when they become retirees. For the county, it is about a \$17M liability which is on the general fund balance sheet, but the county is appropriating and providing funds on a current year basis and it is not in the deficit. There is a fund balance in the health insurance fund, but a decision has been made not to set aside those funds in anticipation of a future event. Because of OPEB, the county did change the eligibility

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period from ten years to twenty-five years which will help the liability to level off and decrease in future years.

3. Monthly Financial Report

County Manager Martin called on Mr. Abner to present the monthly financial report. Members referred to the report in their packets and Mr. Abner brought their attention to the Summary of Obligations chart stating currently the % of obligated funds shows 48.67% compared to last year at 46.00%. Mr. Abner stated he expects the overall spending to be slightly higher than last year. Members discussed the Revenue Summary with Chairman Edge bringing attention to Animal Control which shows 77.22% as compared to last year at 39.43%. Under Ad Valorem Taxes, Mr. Howard drew attention to the figures stating the county is doing very well for the real and personal tax collections and the actual collection rate is .2% above last year's rate. The state is predicting a 4% increase in sales tax collections and the county is seeing about 4.5%. Discussion ensued on some of the categories and Mr. Abner noted that Interest Income is still down.

Mr. Abner turned the discussion to the Financial Summary for the Crown Center stating operative revenues has increased showing 38.02% currently verses 29.68% last year. Under Expenses, utilities expenses (includes all buildings) show 49.11% as compared to 32.60% last year. Commissioner Keefe questioned why benefits went up about 2% and payroll did not. Mr. Abner explained the annual longevity to employees that are paid out once a year is the reason for the difference. Commissioner Keefe questioned where the \$300,000 for sponsored events comes from and Mr. Abner stated it comes from the General Fund. Discussion ensued regarding the amount paid out so far. Commissioner Faircloth questioned whether Mrs. Long had taken information to her Board regarding the discussion at last month's meeting regarding a Business Plan and management stated they did not believe it had happened yet. Commissioner Faircloth reminded management they were to come back to this committee and requested they be scheduled for a future meeting. Other questions were answered by Mrs. Cannon regarding debt service which is paid out of another fund and not shown on this report, but the general fund is not putting out any monies for debt service this fiscal year. Mrs. Cannon clarified that only \$683,000 comes out of the general fund of which \$300,000 is the sponsored events amount and the remainder is general operating expenses. In response to a question from Commissioner Keefe, Mrs. Cannon stated there is a minimal balance in their general fund balance with some in occupancy tax and food and beverage.

4. Other Matters of Concern –

No items to discuss.

Commissioner Faircloth adjourned the meeting.

MEETING ADJOURNED AT 10:55 AM

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B11-284</u>
Date Received	<u>2.14.11</u>
Date Completed	

Fund No. 101 Agency No. 431 Organ. No. 4320

Organization Name: Express Care

ITEM NO. 26(1)a

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
6009	Express Care	300,000	109,600	409,600
Total		300,000	109,600	409,600

EXPENDITURES

Object Code	APRs Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2381	221	Drugs	265,400	109,600	375,000
Total			265,400	109,600	375,000

Justification:

This budget revision requests to budget for additional revenue that the department anticipates to earn during FY 2011.

State: _____ Federal: _____ Fund Balance: _____ County: _____
Other: _____ Fees: _____ Prior Year: _____ Other: 109,600

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

2.9.11 Date: _____
2.14.11 Date: _____
Date: _____
Date: _____

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

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>311-278</u>
Date Received	<u>2-7-11</u>
Date Completed	

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

ITEM NO. 2G(1)b

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
	Health Education Foundation Grant	0	896	896
Total		0	896	896

EXPENDITURES

Object Code	APRs Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2393	201	Educational Supplies	0	896	896
Total			-	896	896

Justification:

This budget revision requests to budget for grant funding to be received from the Health Education Foundation for the " Reducing the Spread of STD , HIV/AIDS through Aggressive Intervention and Education " program.

State: _____ Federal: _____ Fund Balance: _____ County: _____
 Other: _____ Fees: _____ Prior Year: _____ Other: 896

Submitted By: Brown 2-4-11 Date: _____
 Department Head
 Reviewed By: Kelly C. C. C. 2-7-11 Date: _____
 Budget Analyst
 Reviewed By: Amy A. Cannon 2/16/11 Date: _____
 Deputy Assistant County Mgr
 Reviewed By: _____ Date: _____
 Information Services

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

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use

Budget Revision No. B11-283

Date Received 2.14.11

Date Completed _____

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

Organization Name: Library Grants- Erate

ITEM NO. 26 (2)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4641	E-Rate Local	61,978	24,480	86,458
		61,978	24,480	86,458

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
349A	298	E-rate funds	172,899	24,480	197,379
			0		-
					-
Total			172,899	24,480	197,379

Justification:

Budget Revision of \$24,480.00 to recognize E-Rate check received from PWC.

Funding Source:

State: _____

Federal: _____

Fund Balance:

County: _____

New: _____

Other: 24,480

Other: _____

Fees: _____

Prior Year: _____

Submitted By: _____

Department Head

Date: 2/8/11

Reviewed By: _____

Finance Department

Date: 2.14.11

Reviewed By: _____

Deputy/Assistant County Mgr

Date: _____

Approved By: _____

Date: _____

County Manager

Board of County

Commissioners

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B11-281</u>
Date Received	<u>2.14.11</u>
Date Completed	

Fund No. 112 Agency No. 43B Organ. No. 4337
 Organization Name: MH TASC Community Partnership

ITEM NO. 26(3)a

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated		23,669	23,669
4263	ST CRIME NC	1,108,210	(810,097)	298,113
4264	ST CRIME FED	778,218	(588,897)	189,321
				-
				-
				-
Total		1,886,428	(1,375,325)	511,103

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1210	450	Salaries	629,047	(458,685)	170,362
1270	450	Longevity	7,642	(7,642)	-
1810	450	Fica Match	48,706	(36,105)	12,601
1820	450	Retirement	41,068	(30,474)	10,594
1830	450	Medical Insurance	92,000	(65,884)	26,116
1860	450	Workers Comp	1,512	(890)	622
2393	451	Educational	500	(500)	-
2510	451	Fuel Vehicle	2,000	(1,496)	504
2601	451	Office Supplies	2,600	(1,673)	927
2992	451	Dept Supply	2,000	(1,983)	17
3390	451	Contracted Services	985,953	(727,941)	258,012
3419	451	Misc	2,000	(1,736)	264
3420	451	Ins & Bonds	10,400	(1,218)	9,182
3438	451	M/R Vehicles	2,000	(1,571)	429
3440	451	Postage	800	(800)	-
3445	451	Telephone	27,000	(14,496)	
3460	451	Rent Building	16,200	(12,150)	
3470	451	Travel Employee	13,000	(8,151)	
3474	451	Training	2,000	(1,930)	70
					-
Total			1,886,428	(1,375,325)	489,700

Justification:

De-Allocation Letter 11-S05-CU-02. Program was transferred to another Mental Health Local Management Entity by the State effective 10/1/2010.

Funding Source:

State: -810,097
 Other: _____

Federal: -588,897
 Fees: _____

Fund Balance:

County: _____ New: _____
 Prior Year: 23,669

Other: _____

Submitted By: Carole Carter
 Department Head

Reviewed By: Kelly Carty
 Budget Analyst

Reviewed By: Amyl Cannon
 Deputy/Assistant County Mgr

Reviewed By: _____
 Information Services

Date: 2/10/11

Date: 2/14/11

Date: 2/16/11

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>B11-282</u>
Date Received	<u>2.14.11</u>
Date Completed	

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

Organization Name: MH - NC Treatment Alternative to Street Crime

ITEM NO. 26(3)b

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	<u>9230</u>	(9,230)	(9,230)
4263	State Crime State	170,046	(148,595)	21,451
4264	State Crime Federal	58,266	(38,466)	19,800
				-
				-
				-
				-
Total			(196,291)	

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
1210	453	Salaries	176,949	(148,813)	28,136
1810	453	Fica Match	13,632	(11,602)	2,030
1270	453	Longevity	1,225	(1,225)	-
1820	453	Retirement	11,492	(9,677)	1,815
1830	453	Medical Insurance	28,750	(23,814)	4,936
1860	453	Workers Comp	425	(360)	65
3419	454	Misc	3,931	(800)	3,131
					-
					-
Total			236,404	(196,291)	40,113

Justification:

De-Allocation Letter 11-S05-CU-02. Program was transferred to another Mental Health Local Management Entity by the State effective 10/1/2010.

Funding Source:

State: -148,595
Other: _____

Federal: -38,466
Fees: _____

Fund Balance:

County: _____ New: _____
Prior Year: -9,230

Other: _____

Submitted By: Candi Carter

Department Head

Date: 2/10/11

Reviewed By: Kelly Centry

Budget Analyst

Date: 2.14.11

Reviewed By: Amel Carson

Deputy/Assistant County Mgr

Date: 2/16/11

Reviewed By: _____

Information Services

Date: _____

Approved By:

County Manager

Board of County
Commissioners

Date: _____

Date: _____

Lori Epler,
Chair
Cumberland County

Roy Turner,
Vice-Chair
Cumberland County

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



COUNTY of CUMBERLAND

Planning and Inspections Department

Thomas J. Lloyd,
Director

Cecil P. Combs,
Deputy Director

Walter Clark,
Sara E. Piland,
Cumberland County

Benny Pearce,
Town of Eastover

Donovan McLaurin,
Wade, Falcon & Godwin

FEBRUARY 11, 2011

ITEM NO. 3

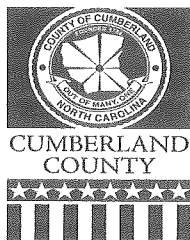
MEMO TO: CUMBERLAND COUNTY BOARD OF COMMISSIONERS
FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD
SUBJECT: PUBLIC HEARING ITEMS TO BE HEARD AT THE FEBRUARY 22, 2011
COUNTY COMMISSIONERS' MEETING.

There are no rezoning cases to be heard at the February 22, 2011 County Commissioners' meeting.

Lori Epler,
Chair
Cumberland County

Roy Turner,
Vice-Chair
Cumberland County

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



Thomas J. Lloyd,
Director

Cecil P. Combs,
Deputy Director

Walter Clark,
Sara E. Piland,
Cumberland County

Benny Pearce,
Town of Eastover

Donovan McLaurin,
Wade, Falcon & Godwin

COUNTY of CUMBERLAND

Planning & Inspections Department

February 10, 2011

ITEM NO. 3A

MEMORANDUM – BOARD OF COMMISSIONERS MEETING

TO: BOARD OF COUNTY COMMISSIONERS

FROM: THOMAS LLOYD, DIRECTOR OF PLANNING AND INSPECTIONS *TL*

THRU: JAMES MARTIN, COUNTY MANAGER
AMY CANNON, ASSISTANT COUNTY MANAGER

SUBJECT: PUBLIC HEARING FOR THE ANNUAL COMMUNITY
TRANSPORTATION PROGRAM GRANT

BACKGROUND:

According to the attached memo from our Transportation Program Coordinator, the NCDOT deadline for our yearly application for the Community Transportation Program Grant funds is March 11, 2011. The required Public Hearing was advertised in the Fayetteville Observer on February 8th, for the Board's February 22, 2011 6:45 P.M. meeting. This Grant incorporates the administrative funds for the Cumberland County Community Transportation Program as described in the memo and attached application.

RECOMMENDATION:

Review the attached application and conduct a Public Hearing on February 22, 2011.

PROPOSED ACTION:

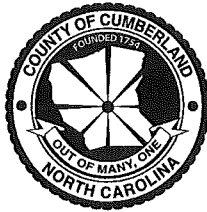
Conduct the Public Hearing and approve the FY 2012 Application for Community Transportation Program Grant funds.

ATTACHMENTS

FY 2012 Community Transportation Program Grant Application

Cecil Combs
Chairman

William H. Robinson
Vice Chairman



Kristine Wagner
Transportation Coordinator

130 Gillespie Street
Fayetteville, NC 28301
910-678-7624
kwagner@co.cumberland.nc.us


CUMBERLAND COUNTY

TRANSPORTATION ADVISORY BOARD

February 10, 2011

MEMORANDUM

TO: Thomas Lloyd, Director of Planning and Inspections

FROM: Kristine Wagner, Transportation Program Coordinator 

SUBJECT: FY 2012 Community Transportation Grant Application

Enclosed please find the FY 2012 Community Transportation Program Grant Application and all supporting documentation. It is requested that the Public Hearing be held on February 22, 2011 at the Cumberland County Board of Commissioners meeting. In addition to holding the Public Hearing on that date, it is requested that the Board of Commissioners approve the application as presented. The application must be submitted to NCDOT – Public Transportation Division by March 11, 2011.

This is the annual request that funds the administration portion of the Cumberland County Community Transportation Program. The funding period is July 1, 2011 to June 30, 2012.

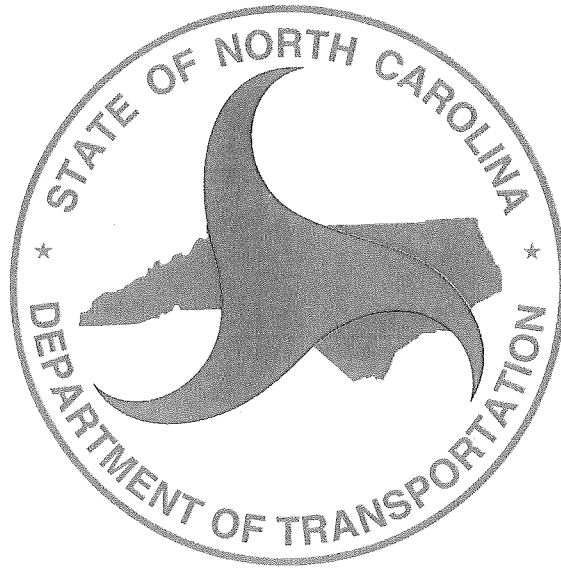
The opportunity to attend a public hearing has been advertised on February 8, 2011 in the Fayetteville Observer.

The Community Transportation Program is requesting the following funding amounts from NCDOT – Public Transportation Division:

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$79,535	\$11,931(15%)

If you should have any questions or need additional information, please feel free to contact me.

County of Cumberland



FY 2012 Community Transportation Program Application Package

Includes the Section 5311- Non-urbanized Area Formula Program, Human
Service Transportation Management Program,
and Rural Capital Program

1. GENERAL INFORMATION

Page 1

2. TYPE OF APPLICANT

Public County Government

3. TYPE OF TRANSIT SYSTEM

Single-County

4. TYPE OF SERVICE – (check all that apply)

☒ Demand Response

☐ Fixed Route

☒ Subscription

☐ Other: (specify below)

☐ Deviated Fixed Route

5. SERVICE OPTIONS – (check all that apply)

☒ General Public

☒ Brokerage (Contractual service not a referral)

☒ Human Service

☐ Other: (describe below)

6. PURCHASE SERVICE - List agencies that purchase service from the transit system. Note: List agency ONCE

Agency 1

Name: Retired Seniors Volunteer Program

☒ Check if agency purchased service last year

List Programs Served:

1) EDTAP (Transp. to volunteer sites)

2) _____

3) _____

4) _____

5) _____

Agency 2

Name: Employment Source

☒ Check if agency purchased service last year

List Programs Served:

1) EDTAP (transp. to work enclaves)

2) _____

3) _____

4) _____

5) _____

Agency 3

Name: _____

☐ Check if agency purchased service last year

List Programs Served:

1) _____

2) _____

3) _____

4) _____

5) _____

Agency 4

Name: _____

☐ Check if agency purchased service last year

List Programs Served:

1) _____

2) _____

3) _____

4) _____

5) _____

Agency 5

Name: _____

☐ Check if agency purchased service last year

List Programs Served:

1) _____

2) _____

3) _____

4) _____

5) _____

Agency 6

Name: _____

☐ Check if agency purchased service last year

List Programs Served:

1) _____

2) _____

3) _____

4) _____

5) _____

Agency 7

Name: _____

☐ Check if agency purchased service last year

List Programs Served:

1) _____

2) _____

3) _____

4) _____

5) _____

Agency 8

Name: _____

☐ Check if agency purchased service last year

List Programs Served:

1) _____

2) _____

3) _____

4) _____

5) _____

Agency 9

Name: _____

☐ Check if agency purchased service last year

List Programs Served:

1) _____

2) _____

3) _____

4) _____

5) _____

Agency 10

Name: _____

☐ Check if agency purchased service last year

List Programs Served:

1) _____

2) _____

3) _____

4) _____

5) _____

☐ Check box at left if you serve more than 10 agencies and complete Continuation worksheet.

7. REVENUE VEHICLE INVENTORY BY CATEGORY

→ Important - (If a vehicle has been replaced and the transit system has received the title from PTD, the vehicle should not be included in this inventory. Identify vehicles awaiting disposition in 8B below.)

N/A	Center Aisle Van	N/A	20-Ft LTV (Cutaway) (no lift)
N/A	Conversion Van	N/A	20-Ft LTV (Cutaway) (w/lift)
N/A	Lift-Equipped Van	N/A	22-Ft LTV (Cutaway) (w/lift)
N/A	Minivan (no ramp)	N/A	25-Ft LTV (Cutaway) (w/lift)
N/A	Minivan (w/ramp)	N/A	28-Ft LTV (Cutaway) (w/lift)
N/A	Crossover (4/All-wheel drive)	N/A	Other: (describe below)
N/A	Transit Bus		

8. FLEET SIZE

A. ACTIVE FLEET

N/A	Total Revenue Vehicles in Fleet
N/A	Backup Revenue Vehicles
N/A	Total Lift-Equipped Vehicles

B. INACTIVE FLEET

N/A	Enter number of vehicles awaiting disposition. This includes vehicles for which replacements have been received and titles have been received from PTD. It also includes fleet reductions for which titles have been received from PTD.
-----	--

9. DAYS AND HOURS OF SERVICE (Check all that apply and enter corresponding service hours):

DAYS	Beginning Time	SERVICE HOURS	Ending Time
<input type="checkbox"/> Seven (7) days per week			
<u>Or</u>			
<input checked="" type="checkbox"/> Monday - Friday	5:00 AM		8:00 PM
<input type="checkbox"/> Saturday			
<input type="checkbox"/> Sunday			
<input type="checkbox"/> Holiday			

10. SYSTEM MANAGEMENT & OPERATION

A. Is the **Management/Administration** of the transit system currently subcontracted?

No

If yes, answer the following:

Name of the Management provider:

When will the new RFP process begin?

Are employees of the subcontractor represented by a labor organization (union)?

If so, provide the following:

Name of Union:

Example: Amalgamated Transit Union Local #1437

B. Is the **Operation** of the transit system currently subcontracted?

Yes

If yes, answer the following:

Name of the service provider:

FAMIKS Transport, B&W Transporting, & Majestic Luxury Tours

When will the new RFP process begin?

07/01/11

Are employees of the subcontractor represented by a labor organization (union)?

No

If so, provide the following:

Name of Union:

Example: Amalgamated Transit Union Local #1437

C. Does **another** public transit system contract with your system for any part of its service?

No

If yes, answer the following:

Name of the public transit system:

Type of service that you provide:

Are employees of the **other** transit system **or** its subcontractor(s) represented by a labor union?

If so, provide the following:

Name of other system's subcontractor (if applicable):

Name of Union:

Example: Amalgamated Transit Union Local #1437

11. PUBLIC INVOLVEMENT – Please complete the chart below to document outreach efforts.

Organizations / Events	Date / Time	Location	Number of Attendees	Primary Audience	Number Title VI Forms Completed
1) Senior Health Fair (Booth)	5/19/2010	Cumberland County Department of Social Services from 8:30 am to 12:30 pm	Unknown	Elderly	0
2) Cumberland County Fair (Booth)	9/16-9/26, 2010	Crown Coliseum (daily hours of fair, weekday evenings and all day weekends)	Unknown	General Public	0
3) Cumberland County Senior Fair (Booth)	9/24/2010	Crown Coliseum from 10:00 am to 2:00 pm	Unknown	Elderly	0
4)					
5)					
6)					
7)					
8)					
9)					
10)					

A. Is a governing board approved formalized public involvement plan in use?
If **yes** (complete questions below)

No

Is that plan evaluated and updated at least annually?

Does that plan have defined objectives?

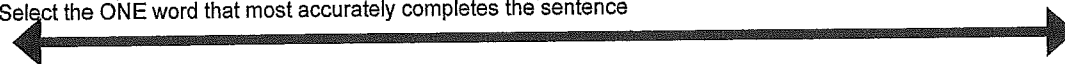
Are those objectives being met?

If **no** – Describe below how the effectiveness of the public involvement efforts are evaluated and/or improved.

Each potential client is asked how they have heard about our services. This assists us in determining which marketing and public outreach efforts are effective. For example, we have found that personal outreach by taking information to doctor's offices can be more effective than advertising in certain publications.

B. Describe Public Outreach Methods:

Select the ONE word that most accurately completes the sentence



Always

Usually

Sometimes

Seldom

Never

Information dissemination is Always written.

Public meeting times are Usually between 8 AM and 5 PM.

Information is Always available in an audible format.

Information is Always available in a language other than English.

Reasonable access is Always available for those with a disability.

12. ADMINISTRATIVE CHANGES - Describe administrative changes to be incorporated during FY2012 in the space below. A new job description must be attached for (1) any new administrative positions or (2) any increase in the percentage of a position dedicated to transportation.

If **NONE** check here: ☒

Check here if job description(s) attached: ☐

13. **SERVICE CHANGES** - Describe service changes anticipated to be incorporated during FY2012 in the space below.
If **NONE** check here: ☒

(Note: Include in your description the rationale for the anticipated change in service. For example, the anticipated change is due to customer feedback, marketing or other efforts.)

How will the public be notified of the changes described above?

How much lead-time is given before changes take effect?

14. CAPITAL - In the chart below, list and provide narrative justification for any of the following FY2012 capital requests:

- * Advanced / Baseline Technology
- * Expansion Vehicle
- * Radio Equipment
- * Telephone Equipment

If NONE check here: ☒

List in order of priority. See Capital Replacement Schedule for documentation requirements

	Capital Category	Narrative Description / Justification	Supporting Documentation
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			
11)			
12)			
13)			
14)			
15)			
16)			

FY2012 Community Transportation Program (CTP) Grant Application

Project Nbr: 12-CT-044

ADMINISTRATIVE BUDGET SUMMARY

July 2011 - June 2012

Legal Name of Applicant: Cumberland County

Applicant's Federal Taxpayer Identification Number: 56-6000291

Period of Performance: July 1, 2011 - June 30, 2012

I. Total Project Expenditures (NCDOT Maximum Participation Amounts)	<u>Requested</u>	<u>NCDOT Approved</u>
Administrative Expenses	<u>\$79,535</u>	<u>\$0</u>
Total	<u><u>\$79,535</u></u>	<u><u>\$0</u></u>

Rural Share = 26%

II. Funding (Do not complete this section - NCDOT only)				
	<u>Total</u>	<u>Federal</u>	<u>*NCDOT</u>	<u>Local</u>
	100%	20.8%	64.2%	15.0%
TOTAL ADMINISTRATION	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
*State funding is subject to State appropriations and availability of funds				

FY2012 Community Transportation Program (CTP) Grant Application

Project Nbr: **12-CT-044**

**PROPOSED PROJECT BUDGET
SALARY AND WAGE DETAIL - ADMINISTRATION**

Applicant		Cumberland County					
Object Code	Position Title	No.	Total Annual Salary	Pct. (%) Rural Transp. Prog.	Pct. (%) Admin Transp. Tasks	Requested Budget Amount	NCDOT Maximum Participation
FULL TIME EMPLOYEES							
G121	DIRECTOR	1	\$35,000	100%	100%	\$35,000	example
G121	Transportation Program Coordinator	1	\$37,500	100%	100%	\$37,500	
G121		1		100%		\$0	
G121		1		100%		\$0	
G121		1		100%		\$0	
G121		1		100%		\$0	
G121		1		100%		\$0	
G121		1		100%		\$0	
G121		1		100%		\$0	
G121		1		100%		\$0	
G121		1		100%		\$0	
G121		1		100%		\$0	
G121		1		100%		\$0	
G121		1		100%		\$0	
G121		1		100%		\$0	
G121		1		100%		\$0	
G121		1		100%		\$0	
TOTAL FULL-TIME STAFF POSITIONS & G121 SALARIES					1.00	\$37,500	\$0
PART-TIME EMPLOYEES - RECEIVING BENEFITS							
G125	RECEPTIONIST	1	\$25,000	100%	100%	\$25,000	example
G125	Transportation Program Assistant	1	\$13,000	100%	100%	\$13,000	
G125		1		100%		\$0	
G125		1		100%		\$0	
G125		1		100%		\$0	
G125		1		100%		\$0	
G125		1		100%		\$0	
TOTAL PT WITH BENEFITS STAFF POSITIONS & G125 SALARIES					1.00	\$13,000	\$0
PART-TIME EMPLOYEES - RECEIVING NO BENEFITS							
G126	PROCESSING ASST.	1	\$10,000	100%	100%	\$10,000	example
G126		1		100%		\$0	
G126		1		100%		\$0	
G126		1		100%		\$0	
G126		1		100%		\$0	
G126		1		100%		\$0	
TOTAL PT NO BENEFITS STAFF POSITIONS & G126 SALARIES					0.00	\$0	\$0
TOTAL STAFF POSITIONS & TOTAL SALARIES					2.00	\$50,500	\$0

PROPOSED PROJECT BUDGET
ADMINISTRATIVE EXPENSES (Dept. 4521)

Applicant		Cumberland County	
Object Code	Title	Total Cost	NCDOT Maximum Participation
G120	- Salaries and Wages		
G121	Full-time employees	\$37,500	\$0
G122	Overtime		
G125	Part-time (receives benefits)	\$13,000	\$0
G126	Temporary and part-time (receives no benefits)	\$0	\$0
G127	Longevity	\$375	
	Subtotal Salaries:	\$50,875	\$0
G180	- Fringe Benefits		
G181	Social security contribution (7.65% of total salaries)	\$3,892	\$0
G182	Retirement contribution; total salaries X participating percentage		
	→ 50,875 X 6.440%	\$3,276	
G183	Hospitalization insurance; ins. cost/month X the no. of employees.		
	→ 536.66 X 2.00	\$12,880	
G184	Disability insurance; cost/month X the no. of employees.		
	→ X	\$0	
G185	Unemployment compensation		
G186	Workers compensation	\$130	
G189	Other:		
	Subtotal Fringe:	\$20,178	\$0
	TOTAL SALARY & FRINGE:	\$71,053	\$0
G190	- Professional Services		
G191	Accounting		
G192	Legal		
G195	Management consultant contract (Admin only)		
G196	Drug & Alcohol Testing Contract		
G197	Drug & Alcohol Tests	\$800	
	Provide # of employees in test pool: <u>approximately 20</u>		
G198	Medical Review Officer		
G199	Other:		
G200	- Supplies and Materials		
G211	Janitorial supplies		
G212	Uniforms		
G261	Office supplies and materials	\$1,042	
G281	Air conditioner / Furnace filters		
G291	Computer supplies	\$300	
G300	- Travel and Transportation (other than employee development)		
G311	Travel: Anticipated trips: <u>Regional PTD meetings, PTD Conferences, and other training/meetings as pertains</u>	\$750	
G312	Travel subsistence	\$750	
G314	Vehicle rental (does not include vehicles for providing contracted services)		

PROPOSED PROJECT BUDGET
ADMINISTRATIVE EXPENSES (Dept. 4521)

Applicant			
Cumberland County			
Object Code	Title	Total Cost	NCDOT Maximum Participation
G320	- Communications		
G321	Telephone service (includes mo. phone, modem, fax and cellular service)		
G322	Internet Service Provider Fee-Name: _____		
G323	Combined Service Fee		
G325	Postage		
G329	Other: _____		
G330	- Utilities		
G331	Electricity		
G332	Fuel oil		
G333	Natural Gas		
G334	Water		
G335	Sewer		
G336	Trash collection		
G337	Single/combined utility bill		
G339	Other: _____		
G340	- Printing and Binding		
G341	Printing and reproduction		
G349	Other: _____		
G350	- Repairs and Maintenance		
G355	Office and computer equipment		
G357	Communications equipment		
G359	Other: _____		
G380	- Computer Support Services (contracted)		
G381	Computer programming services		
G382	Computer support/technical assistance		
G390	- Other Services		
G391	Legal advertising	\$2,500	
G393	Temporary Help		
G394	Cleaning services		
G395	Training - Employee Education Expense		
G396	Management services (contracted transit system mgmt/admin services)		
G398	Security services		
G399	Other: _____		
G410	- Rental of Real Property (include copy of current lease agreement)		
G412	Rent of building X number of payments annually		
→	<input type="text"/> X <input type="text"/>	\$0	
G413	Rent of offices X number of payments annually		
→	<input type="text"/> X <input type="text"/>	\$0	
G419	Other: _____		

PROPOSED PROJECT BUDGET
ADMINISTRATIVE EXPENSES (Dept. 4521)

Applicant			
Cumberland County			
Object Code	Title	Total Cost	NCDOT Maximum Participation
G420	- Service and Maintenance Contracts		
G422	Lease of Computer Software		
G430	- Lease of Equipment		
G431	Lease of Reproduction equipment		
G432	Lease of Postage Meter		
G433	Lease of Communications equipment (includes radio, cable lines and antennae)		
G439	Other: _____		
G440	- Service and Maintenance Contracts		
G441	Communications equipment		
G442	Office equipment		
G443	Reproduction equipment		
G445	Computer equipment		
G449	Other: _____		
G450	- Insurance and Bonding (Vehicle Insurance moved to bottom of form)		
G451	Property and general liability (does not include vehicle insurance)		
G454	Professional liabilities		
G455	Special liabilities		
G480	- Indirect Costs		
G481	Central services: (CTP2012 budget direct cost base) X (percentage rate)		
	<input type="text"/> X <input type="text"/> Maximum Eligible \$0		
<div style="border: 1px solid black; padding: 5px;"> Prior approval of Indirect Cost Percentage Rate required. Questions should be directed to Financial Management </div>			
G490	- Other Fixed Charges		
G491	Dues and subscriptions	\$400	
	Describe: _____		
SUBTOTAL ADMINISTRATIVE EXPENSES:		\$77,595	\$0
<div style="border: 1px solid black; padding: 2px;"> Complete budget request for above line items before continuing </div>			
G370	- Advertising/Promotion		
	Marketing (paid ads, marketing firm, etc.)		
G371	→ Requested <input type="text"/> \$1,552	\$1,552	
	Describe: _____		
	Marketing (paid ads, marketing firm, etc.)		
G371	→ Approved <input type="text"/>		

PROPOSED PROJECT BUDGET
ADMINISTRATIVE EXPENSES (Dept. 4521)

Applicant		Cumberland County		
Object Code	Title		Total Cost	NCDOT Maximum Participation
G372	Promotional items			
→ Requested		\$388	\$388	
	Describe: _____			
G372	Promotional items			
→ Approved				
<hr/>				
G450	- Insurance and Bonding			
	Vehicle Ins			
G452	→ Requested		Maximum Amount \$0	
G452	Vehicle Ins			
→ Approved			Maximum Amount \$0	
TOTAL SALARIES & FRINGES:			\$71,053	\$0
TOTAL OTHER ADMINISTRATIVE EXPENSES:			\$8,482	\$0
<hr/>				
TOTAL ALL ADMINISTRATIVE EXPENSES:			\$79,535	\$0

COMMUNITY TRANSPORTATION PROGRAM RESOLUTION

Section 5311 FY 2012 RESOLUTION

Applicant seeking permission to apply for Community Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services consistent with the policy requirements for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, (*Legal Name of Applicant*) the County of Cumberland hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project, prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

NOW, THEREFORE, be it resolved that the (*Authorized Official's Title*)* County Manager of (*Name of Applicant's Governing Body*) the County of Cumberland is hereby authorized to submit a grant application for federal and state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural public transportation services.

I (*Certifying Official's Name*)* Marie Colgan (*Certifying Official's Title*) Clerk to the Board of Commissioners do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (*Name of Applicant's Governing Board*) Board of Commissioners of the County of Cumberland duly held on the 21st day of February, 2011.

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

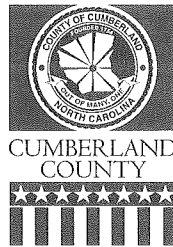
Seal Subscribed and sworn to me (*date*) _____

*Notary Public **

Printed Name and Address

My commission expires (*date*) _____

Affix Seal Here



ITEM NO. 30(1), (2), (3)

OFFICE OF THE COUNTY ATTORNEY

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

AMENDED MEMORANDUM FOR BOARD OF COMMISSIONERS'
FEBRUARY 22, 2011 MEETING AGENDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RICK MOOREFIELD, COUNTY ATTORNEY *R. Moorefield*

DATE: FEBRUARY 16, 2011

SUBJECT: CONSIDERATION OF ADOPTION OF FINAL ASSESSMENT RESOLUTION
AND CONFIRMATION OF THE FINAL ASSESSMENT FOR THE CEDAR
CREEK ROAD WATER EXTENSION PROJECT AFTER CONDUCTING
TWO SEPARATE PUBLIC HEARINGS ON (1) SECOND PRELIMINARY
ASSESSMENT RESOLUTION AND ON (2) THE PRELIMINARY
ASSESSMENT ROLL

BACKGROUND:

At its January 18, 2011, the Board directed that public hearings on the matters covered in the Second Preliminary Assessment Resolution and on the Preliminary Assessment Roll be advertised for the February 22, 2011 meeting. Once these public hearings are concluded the Board can pass a final assessment resolution approving the project and setting the terms and conditions of said assessment and confirm the final assessment roll. This will close out this project.

RECOMMENDATION / PROPOSED ACTION:

- (1) Hold the public hearing regarding the matters covered in the second preliminary special assessment resolution.
- (2) Hold the public hearing on the preliminary assessment roll.
- (3) Adopt the attached Final Special Assessment Resolution.
- (4) Move to confirm the Final Assessment Roll for the Cedar Creek Road Water Extension Project.

Celebrating Our Past...Embracing Our Future

PRELIMINARY ASSESSMENT ROLL - CEDAR CREEK ROAD WATERLINE PROJECT

Parcel Number	Owner Name	Owner Address	City, State Zip	Situs Address	Assessment per Lot
0464-87-0125-	ALDMON, JERRY RUTH BROCK	3950 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7966	3950 CEDAR CREEK ROAD	\$ 4,204.88
0464-87-2395-	BALLANCE, RONALD H & JAN C	3927 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7966	3927 CEDAR CREEK ROAD	\$ 4,204.88
0464-76-8049-	CEDAR CREEK CHURCH OF GOD TRUSTEES	PO BOX 175	FAYETTEVILLE, NC 28302-0175	4006 CEDAR CREEK ROAD	\$ 4,204.88
0464-87-1939-	CHAVIS, LANDIS & WIFE	3855 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7964	3855 CEDAR CREEK ROAD	\$ 4,204.88
0464-86-4755-	CULBRETH, WALTER C	3983 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7966	3983 CEDAR CREEK ROAD	\$ 4,204.88
0464-87-3155-	MURRAY, WILLIAM B JR & WIFE AN	3949 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7966	3949 CEDAR CREEK ROAD	\$ 4,204.88
0464-88-0187-	PFEFFERLE, DONALD B JR & WIFE	3849 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7964	3849 CEDAR CREEK ROAD	\$ 4,204.88
0464-87-2584-	PIERPOINT, KIMBERLY S & HUSBAND DAVID P	3909 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7966	3909 CEDAR CREEK ROAD	\$ 4,204.88
0464-86-4904-	RICHARDSON, FAYE M	3963 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7966	3963 CEDAR CREEK ROAD	\$ 4,204.88
0464-86-5380-	RUSS, LEWIS & WIFE	4041 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7968	4041 CEDAR CREEK ROAD	\$ 4,204.88
0464-78-5497-	SESSOMS, TONY HARRELL & WIFE ALMA S	3774 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7961	3774 CEDAR CREEK ROAD	\$ 4,204.88
0464-97-0552-	STARLING, BOBBIE A	3881 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7964	3881 CEDAR CREEK ROAD	\$ 4,204.88
0464-86-1754-	TATUM, ANNIE RUTH HEIRS C/O EDNA E TATUM	3992 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7965	3992 CEDAR CREEK ROAD	\$ 4,204.88
0464-77-7765-	TRUELOVE, MELBA	3882 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7963	3882 CEDAR CREEK ROAD	\$ 4,204.88
0464-78-8797-	WEST, ALICE F & LOIS JEAN DEES	3785 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7962	3785 CEDAR CREEK ROAD	\$ 4,204.88
0464-77-9438-	WEST, KELLY DAVID & WIFE SHERYL T	3906 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7965	3906 CEDAR CREEK ROAD	\$ 4,204.88
0464-78-9535-	WILLIAMS, KYRA FAYE	3216 GRAYLYN TERRACE	WILMINGTON, NC 28411-4748	3801 CEDAR CREEK ROAD	\$ 4,204.88
0464-78-7170-	WEST, ALICE F	3844 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7963	3844 CEDAR CREEK ROAD	\$ 4,204.88
0464-86-5507-	ZANDIOTIS, FREDERICK L & WIFE ANITA S	4009 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7968	4009 CEDAR CREEK ROAD	\$ 4,204.88
0464-66-7978-	MCNC PRODUCTS CO. C/O DUCHARME, MCMILLEN & ASSOC.	8440 ALLISON POINT BLVD	INDIANAPOLIS, IN 46250	3960 CEDAR CREEK ROAD	\$ 4,204.88

Basis for Assessment: Equal rate per lot served and assessed.

Terms of Payment: Payment in full without interest within sixty days of the publication of the Assessment Roll confirmation or in fifteen (15) annual payments of outstanding principal plus six percent (6%) interest with the first payment due sixty (60) days from the Assessment Roll confirmation and afterward on that anniversary date in each successive year until paid in full.

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

FINAL
SPECIAL ASSESSMENT RESOLUTION
CEDAR CREEK ROAD
WATER EXTENSION PROJECT

WHEREAS, the property owners within the 3000 and 4000 blocks of Cedar Creek Road have petitioned the Cumberland County Board of Commissioners to extend public water within their community, and

NOW THEREFORE, the Board of Commissioners, pursuant to Article 9 of Chapter 153A of North Carolina General Statutes, hereby adopts the following special assessment resolution:

- I. Need for Project: The Board of Commissioners of Cumberland County has undertaken a project to extend public water to the Cedar Creek Road Community. This project was needed to eliminate the use of individual groundwater wells for consumptive and hygienic purposes. The overall quality of the ground water in this area is poor, requiring property owners to use expensive water treatment systems.
- II. General Description of the Project: This project included installation of approximately 3,500 total linear feet of water main, extending from an existing 8 inch water main along Highway 210 near the intersection with Cedar Creek Road, including all appurtenances, to serve eighteen (18) residences, one (1) church and one (1) concrete products plant within this community.
- III. Ownership: The water line extensions will become the property of the Public Works Commission of the City of Fayetteville and will be operated and maintained by PWC as part of its comprehensive public water system throughout its service area.
- IV. Proposed Basis of Assessment: The proposed basis of assessment will be at an equal rate per lot in the project area along which public water is extended.
- V. Percentage of Cost to be Assessed: Fifty-two and 859/1000 percent (52.859%) of the total cost of the project, including but not limited to engineering, construction and administrative costs, shall be assessed against the benefited properties in this special assessment project and the County shall pay the remaining forty-seven and 141/1000 percent (47.141%).
- VI. Abeyance: No assessment will be held in abeyance.
- VII. Terms of Payment: The assessment will be payable in fifteen (15) annual installments and the first installment with interest will be due sixty (60) days after the date that the assessment roll is confirmed. One installment with interest is due on the anniversary date in each successive year until the assessment is paid in full. The interest rate shall be set at six percent (6%) per annum. The assessment may be paid in full without interest anytime up to sixty (60) days after the confirmation of the assessment roll is published.
- VIII. Public Hearing: A public hearing on all matters covered by this resolution was held at 6:45 pm on Tuesday, February 22, 2011 in Room 118 of the Cumberland County Courthouse at the regularly scheduled meeting of the Board of Commissioners

IN WITNESS WHEREOF, this resolution adopted this the 22nd day of February, 2011.

COUNTY OF CUMBERLAND

BY: _____
KENNETH S. EDGE, Chairman
Board of County Commissioners

ATTEST

BY: _____
MARIE COLGAN, Clerk

FINAL ASSESSMENT ROLL - CEDAR CREEK ROAD WATERLINE PROJECT

Parcel Number	Owner Name	Owner Address	City, State Zip	Situs Address	Assessment per Lot
0464-87-0125-	ALDMON, JERRY RUTH BROCK	3950 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7966	3950 CEDAR CREEK ROAD	\$ 4,204.88
0464-87-2395-	BALLANCE, RONALD H & JAN C	3927 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7966	3927 CEDAR CREEK ROAD	\$ 4,204.88
0464-76-8049-	CEDAR CREEK CHURCH OF GOD TRUSTEES	PO BOX 175	FAYETTEVILLE, NC 28302-0175	4006 CEDAR CREEK ROAD	\$ 4,204.88
0464-87-1939-	CHAVIS, LANDIS & WIFE	3855 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7964	3855 CEDAR CREEK ROAD	\$ 4,204.88
0464-86-4755-	CULBRETH, WALTER C	3983 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7966	3983 CEDAR CREEK ROAD	\$ 4,204.88
0464-87-3155-	MURRAY, WILLIAM B JR & WIFE AN	3949 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7966	3949 CEDAR CREEK ROAD	\$ 4,204.88
0464-88-0187-	PFEFFERLE, DONALD B JR & WIFE	3849 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7964	3849 CEDAR CREEK ROAD	\$ 4,204.88
0464-87-2584-	PIERPOINT, KIMBERLY S & HUSBAND DAVID P	3909 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7966	3909 CEDAR CREEK ROAD	\$ 4,204.88
0464-86-4904-	RICHARDSON, FAYE M	3963 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7966	3963 CEDAR CREEK ROAD	\$ 4,204.88
0464-86-5380-	RUSS, LEWIS & WIFE	4041 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7968	4041 CEDAR CREEK ROAD	\$ 4,204.88
0464-78-5497-	SESSOMS, TONY HARRELL & WIFE ALMA S	3774 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7961	3774 CEDAR CREEK ROAD	\$ 4,204.88
0464-97-0552-	STARLING, BOBBIE A	3881 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7964	3881 CEDAR CREEK ROAD	\$ 4,204.88
0464-86-1754-	TATUM, ANNIE RUTH HEIRS C/O EDNA E TATUM	3992 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7965	3992 CEDAR CREEK ROAD	\$ 4,204.88
0464-77-7765-	TRUELOVE, MELBA	3882 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7963	3882 CEDAR CREEK ROAD	\$ 4,204.88
0464-78-8797-	WEST, ALICE F & LOIS JEAN DEES	3785 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7962	3785 CEDAR CREEK ROAD	\$ 4,204.88
0464-77-9438-	WEST, KELLY DAVID & WIFE SHERYL T	3906 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7965	3906 CEDAR CREEK ROAD	\$ 4,204.88
0464-78-9535-	WILLIAMS, KYRA FAYE	3216 GRAYLYN TERRACE	WILMINGTON, NC 28411-4748	3801 CEDAR CREEK ROAD	\$ 4,204.88
0464-78-7170-	WEST, ALICE F	3844 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7963	3844 CEDAR CREEK ROAD	\$ 4,204.88
0464-86-5507-	ZANDIOTIS, FREDERICK L & WIFE ANITA S	4009 CEDAR CREEK RD	FAYETTEVILLE, NC 28312-7968	4009 CEDAR CREEK ROAD	\$ 4,204.88
0464-66-7978-	MCNC PRODUCTS CO. C/O DUCHARME, MCMILLEN & ASSOC.	8440 ALLISON POINT BLVD	INDIANAPOLIS, IN 46250	3960 CEDAR CREEK ROAD	\$ 4,204.88

Basis for Assessment: Equal rate per lot served and assessed.

Terms of Payment: Payment in full without interest within sixty days of the publication of the Assessment Roll confirmation or in fifteen (15) annual payments of outstanding principal plus six percent (6%) interest with the first payment due sixty (60) days from the Assessment Roll confirmation and afterward on that anniversary date in each successive year until paid in full.

ITEM NO. 3C(1)

AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS

I, George Hatcher, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 6240-2010.

Property Owner: Marriane McLean

Home Owner: Marriane McLean

Property Address: 4602 & 4608 McNeil Road, Fayetteville, NC

Tax Parcel Identification Number: 0477-20-9617

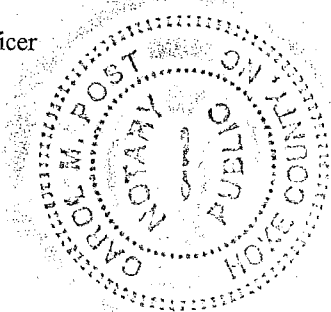
SYNOPSIS: This property was inspected on 7/6/2010. The property owners and parties of interest were legally served with Notice of Violations and was afforded a Hearing on 9/2/2010. No one attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 12/2/2010. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. (See Exhibit A for Findings of Fact and Order.) No appeal was filed. Upon my visit to the property on 2/9/2011 the required corrective action had not been made to the structure. The structure is presently vacant and reasonably secured. In its present state, the structure constitutes a fire, health, and safety hazard.

The estimated cost to repair the structure to a minimum standard for human habitation is \$15,000.00. The Assessor for Cumberland County has the structure presently valued at \$500.00 for salvageable materials. Attached is a map depicting the location of the property. (See Exhibit B.)

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

George Hatcher
Affiant

Code Enforcement Officer
County of Cumberland



Sworn to and Subscribed to by me this
the 10th day of February 2010.

C. [Signature]
Notary Public
My Commission Expires: 11-03-14

BOARD FINDINGS AND ACTION CHECKLIST
MINIMUM HOUSING REHABILITATION AND/OR DEMOLITION ORDINANCE

Name(s) of Owner(s) _____

Appearances: _____

Inspection Dept. Case No.: _____

BOARD OF COUNTY COMMISSIONERS MOTION:

~~1. If the Board feels that the structure should be demolished, the Board's motion should be:~~

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case,
and

To order the property owner to remove or demolish the dwelling within _____ days.

To order the Inspector to remove or demolish the dwelling, if the owner fails to do so and
impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by
the Chairman and record the same in the Register of Deeds.

2. If the Board feels that the property can be rehabilitated, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

To order the property owner to rehabilitate the property within _____ days.

To order the property owner to vacate and secure the property within _____ days
pending rehabilitation.

To order the Inspector to rehabilitate the property or remove or demolish the dwelling, if the
owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by
the Chairman and record the same in the Register of Deeds.

3. If the Board wishes to delay action on the case, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

To delay a decision on the case until _____ (date) in order to give the owner
or party of interest time to: _____

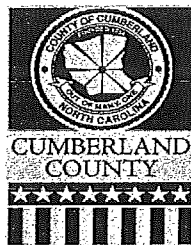
4. In addition there is imposed a civil penalty in the amount of \$ _____ per day (up to
a maximum amount of \$3,000.00) for failure to comply with the terms of this Ordinance.

Thomas J. Lloyd,
Director

Cecil P. Combs,
Deputy Director

Ken Sykes,
Inspections Coordinator

Carol M. Post
Planning and Inspections
Office Support



Kim Reeves,
Inspector

Angela Perrier,
Inspector

George Hatcher,
Inspector

Joey Lewis,
Inspector

Joan Fenley,
Inspector

COUNTY of CUMBERLAND

Planning & Inspections Department

CORRECTED FINDINGS OF FACT AND ORDER

September 27, 2010

91 7108 2133 3938 8504 6281

cont / 1st / post

CASE #: MH 6240-2010

TO: Marriane McLean & Parties of Interest
5546 Robmont Drive
Fayetteville, NC 28306

Property at: 4602 & 4608 McNeil Road, Fayetteville, NC


A Complaint, Notice of Hearing and Report of Inspection were legally served to the owner or owner's agent, and any party of interest. These documents were in fact received by the owner or owner's agent and party of interest on 8/25/2010.

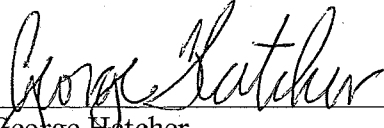
Pursuant of law, a Hearing was conducted in Room 101, of the old courthouse at 130 Gillespie Street, Fayetteville, NC on 9/2/2010 at 10:45:00 AM. The items identified below took place at the Hearing:

- ☒ 1. No owner or party of interest, or their agent, or representative appeared.
- ☐ 2. An answer was filed by owners and/or parties of interest. The answer was heard, read, and considered. Those present were: _____
- ☒ 3. The undersigned inspector personally inspected the dwelling described in the Complaint and Notice of Hearing dated, 7/20/2010. Upon the record and all of the evidence offered and contentions made, the undersigned Hearing Officer does thereby find the following fact:
 - ☒ a. The dwelling in question is violative of the Cumberland County Housing Ordinance as per findings in the inspection report with an assigned case number of MH 6240-2010, dated 7/6/2010.
 - ☒ b. Due to these findings, the dwelling are found to be in a substandard condition in accordance with the Cumberland County Ordinance.
 - ☐ c. The dwelling is unfit for human habitation.

- ☒ 4. Due to facts presented above, the Hearing Officer orders as follows:
- ☒ a. The owners and/or parties of interest of the dwelling named above are required to bring such dwelling into compliance with the Cumberland County Housing Ordinance by either repairing, altering, and improving the dwelling up to a minimum standard or by demolishing the structure and then causing the debris to be removed from the premises by a date not later than **12/2/2010**. **All required permits must be obtained. A copy of this order must be presented when obtaining permits.**
- ☐ b. The dwelling shall be vacated and closed by _____ and shall remain vacated until compliance with this order is completed and removed by the inspector, and the lot must be continuously maintained.
- ☐ c. The structure shall be/remain secured to prevent entry by _____ and shall remain secured.
- ☐ d. By authority of North Carolina General Statutes 14-4, violation of the County code is punishable as a Class 3 Misdemeanor in criminal court and also subjects the violator to injunctive relief and/or a civil penalty of \$50.00 per day for each day's continuing violation after _____.
- ☒ e. The County Planning/Inspection Department may immediately begin procedures to seek a demolition ordinance from the Cumberland County Board of Commissioners for failure to bring the property into compliance by **12/2/2010**. The cost of said demolition will be assessed against the real property in the form of a lien.

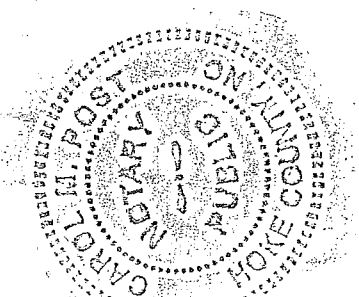
An appeal may be made to the Cumberland County Housing Board of Appeals. If an appeal is requested, it must be made in writing and within the time limits specified in the enclosed appeal procedures.


Ken Sykes
Hearing Officer



George Hatcher
Code Enforcement Officer

Enclosed: Appeals Procedures & Form

cc:



Sworn to and Subscribed to by me
this the 27th day of September, 2010


Notary Public
My Commission Expires: 11-03-14

NORTH CAROLINA
COUNTY OF CUMBERLAND

PLANNING/INSPECTIONS DEPARTMENT

RE: Marriane McLean.
Name of Violator

MH 6240-2010
Case Number

AFFIDAVIT OF RETURN OF SERVICE
(Personal Service to Individual)

I, George Hatcher, Code Enforcement Officer, with the Cumberland County Inspections Department,
(name & title)


personally served Marriane McLean, a copy of the Corrected Findings of Fact and Order and Appeals Procedures Form
(name of violator)

citing violations of Article IV, CHAPTER 4 of the Cumberland County Ordinance by mailing said notice(s) via 1st
class mail and certified mail to the following address:

5546 Robmont Drive, Fayetteville, NC

and by posting at: 4602 & 4608 McNeil Road, Fayetteville, NC

I further certify that said service was completed on this the 1st day of October, 2010.



George Hatcher
Code Enforcement Officer

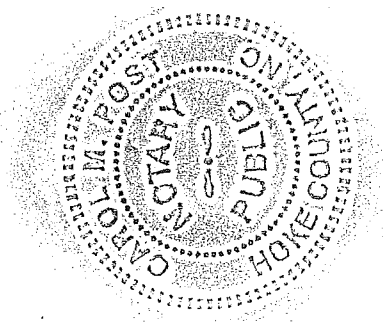
Sworn to and subscribed to before me

this the 1st day of October, 2010.



Notary Public

My Commission Expires: 11-03-14



MAP DEPICTING LOCATION OF PROPERTY
Property Owner: Marianne McLean
4602 & 4608 McNeil Road, Fayetteville, NC
Minimum Housing Case # MH6240-2010
TAX PARCEL IDENTIFICATION NUMBER 0477-20-9617

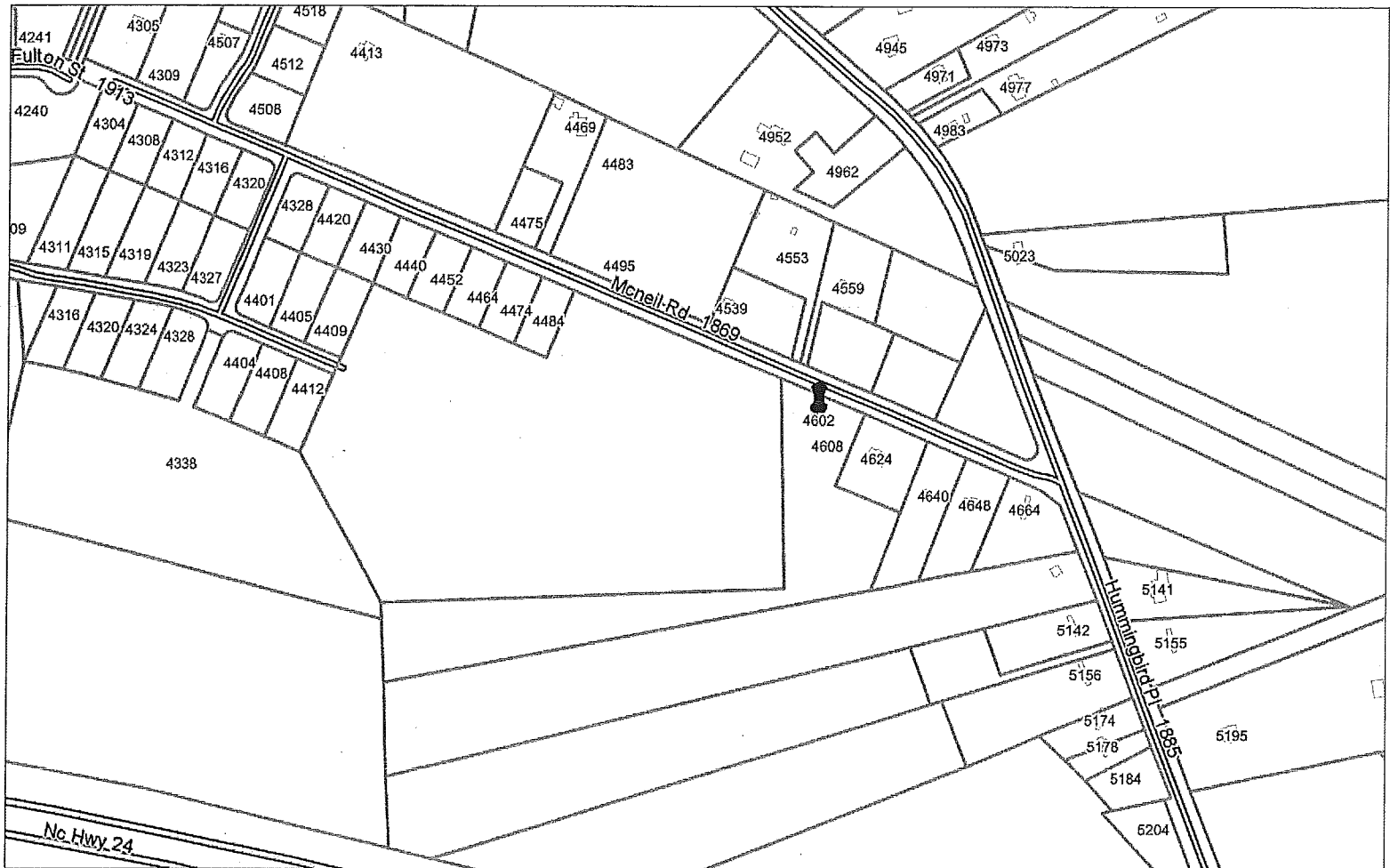


Exhibit B

ITEM NO. 3C(2)
AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS

I, George Hatcher, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 6279-2010.

Property Owner: Everett L. & June I. Gates, Jr.

Home Owner: Everett L. & June I. Gates, Jr.

Property Address: 2707 Canton Street, Fayetteville, NC

Tax Parcel Identification Number: 0456-86-9603

SYNOPSIS: This property was inspected on 8/9/2010. The property owners and parties of interest were legally served with Notice of Violations and was afforded a Hearing on 9/30/2010. No one attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 11/30/2010. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. (See Exhibit A for Findings of Fact and Order.) No appeal was filed. Upon my visit to the property on 2/9/2011 the required corrective action had not been made to the structure. The structure is presently vacant and reasonably secured. In its present state, the structure constitutes a fire, health, and safety hazard.

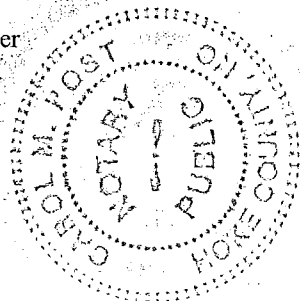
The estimated cost to repair the structure to a minimum standard for human habitation is \$20,000.00. The Assessor for Cumberland County has the structure presently valued at \$1,500.00.

Attached is a map depicting the location of the property. (See Exhibit B.)

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

George Hatcher
Affiant

Code Enforcement Officer
County of Cumberland



Sworn to and Subscribed to by me this
the 10th day of February 2010.

C. Anderson
Notary Public
My Commission Expires: 11-03-14

BOARD FINDINGS AND ACTION CHECKLIST
MINIMUM HOUSING REHABILITATION AND/OR DEMOLITION ORDINANCE

Name(s) of Owner(s)

Appearances:

Inspection Dept. Case No.:

BOARD OF COUNTY COMMISSIONERS MOTION:

1. If the Board feels that the structure should be demolished, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case, and

To order the property owner to remove or demolish the dwelling within _____ days.

To order the Inspector to remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

2. If the Board feels that the property can be rehabilitated, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

To order the property owner to rehabilitate the property within _____ days.

To order the property owner to vacate and secure the property within _____ days pending rehabilitation.

To order the Inspector to rehabilitate the property or remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

3. If the Board wishes to delay action on the case, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

To delay a decision on the case until _____ (date) in order to give the owner or party of interest time to: _____

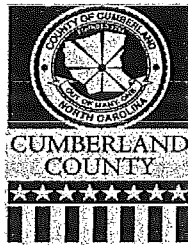
4. In addition there is imposed a civil penalty in the amount of \$ _____ per day (up to a maximum amount of \$3,000.00) for failure to comply with the terms of this Ordinance.

Thomas J. Lloyd,
Director

Cecil P. Combs,
Deputy Director

Ken Sykes,
Inspections Coordinator

Carol M. Post
Planning and Inspections
Office Support



Kim Reeves,
Inspector

Angela Perrier,
Inspector

George Hatcher,
Inspector

Joey Lewis,
Inspector

Joan Fenley,
Inspector

COUNTY of CUMBERLAND

Planning & Inspections Department

FINDINGS OF FACT AND ORDER

September 30, 2010

cert / 1st / post
CASE #: MH 6279-2010

91 7108 2133 3938 8504 6137 *Everett*

TO: Everett L. & June I. Gates, Jr. & Parties of Interest
539 W. Hill Street
Goldsboro, NC 27534-7309

91 7108 2133 3938 8504 6120 *June*

cert / 1st / post
Property at: 2707 Canton Street, Fayetteville, NC

A Complaint, Notice of Hearing and Report of Inspection were legally served to the owner or owner's agent, and any party of interest. These documents were in fact received by the owner or owner's agent and party of interest on 9/11/2010.

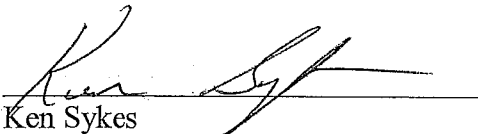
Pursuant of law, a Hearing was conducted in Room 101, of the old courthouse at 130 Gillespie Street, Fayetteville, NC on 9/30/2010 at 9:30:00 AM. The items identified below took place at the Hearing:

- ☒ 1. No owner or party of interest, or their agent, or representative appeared.
- ☐ 2. An answer was filed by owners and/or parties of interest. The answer was heard, read, and considered. Those present were: _____
- ☒ 3. The undersigned inspector personally inspected the dwelling described in the Complaint and Notice of Hearing dated, 9/3/2010. Upon the record and all of the evidence offered and contentions made, the undersigned Hearing Officer does thereby find the following fact:
 - ☒ a. The dwelling in question is violative of the Cumberland County Housing Ordinance as per findings in the inspection report with an assigned case number of MH 6279-2010, dated 8/9/2010.
 - ☒ b. Due to these findings, the dwelling are found to be in a substandard condition in accordance with the Cumberland County Ordinance.
 - ☒ c. The dwelling is unfit for human habitation.

☒ 4. Due to facts presented above, the Hearing Officer orders as follows:

- ☒ a. The owners and/or parties of interest of the dwelling named above are required to bring such dwelling into compliance with the Cumberland County Housing Ordinance by either repairing, altering, and improving the dwelling up to a minimum standard or by demolishing the structure and then causing the debris to be removed from the premises by a date not later than 11/30/2010. **All required permits must be obtained. A copy of this order must be presented when obtaining permits.**
- ☐ b. The dwelling shall be vacated and closed by _____ and shall remain vacated until compliance with this order is completed and removed by the inspector, and the lot must be continuously maintained.
- ☒ c. The structure shall be/remain secured to prevent entry by 10/15/2010 and shall remain secured.
- ☐ d. By authority of North Carolina General Statutes 14-4, violation of the County code is punishable as a Class 3 Misdemeanor in criminal court and also subjects the violator to injunctive relief and/or a civil penalty of \$50.00 per day for each day's continuing violation after _____.
- ☒ e. The County Planning/Inspection Department may immediately begin procedures to seek a demolition ordinance from the Cumberland County Board of Commissioners for failure to bring the property into compliance by 11/30/2010. The cost of said demolition will be assessed against the real property in the form of a lien.

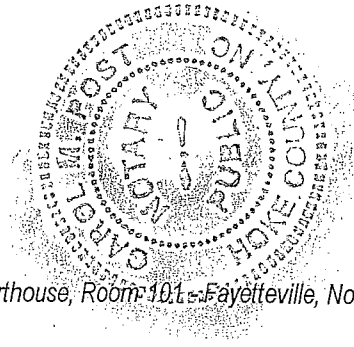
An appeal may be made to the Cumberland County Housing Board of Appeals. If an appeal is requested, it must be made in writing and within the time limits specified in the enclosed appeal procedures.


Ken Sykes
Hearing Officer

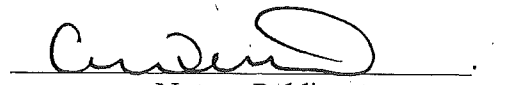

George Hatcher
Code Enforcement Officer

Enclosed: Appeals Procedures & Form

cc:



Sworn to and Subscribed to by me
this the 30th day of September, 2010


Notary Public
My Commission Expires: 11-03-14

NORTH CAROLINA
COUNTY OF CUMBERLAND

PLANNING/INSPECTIONS DEPARTMENT

RE: Everitt L. & June I. Gates, Jr.
Name of Violator

MH 6279-2010
Case Number

AFFIDAVIT OF RETURN OF SERVICE
(Personal Service to Individual)

I, George Hatcher, Code Enforcement Officer, with the Cumberland County Inspections Department,
(name & title)

personally served Everitt I. & June I Gates, Jr., a copy of the Finding s of Fact and Order and Appeals Procedures Form
(name of violator)

citing violations of Article IV, CHAPTER 4 of the Cumberland County Ordinance by mailing said notice(s) via 1st
class mail and certified mail to the following address:

539 W. Hill Street, Goldsboro, NC 27534-7309

and by posting at: 2707 Canton Street, Fayetteville, NC

I further certify that said service was completed on this the 8th day of October, 2010.



George Hatcher
Code Enforcement Officer

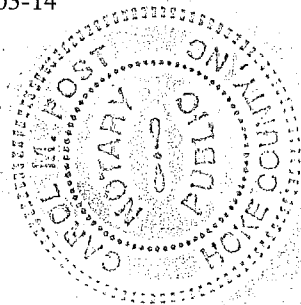
Sworn to and subscribed to before me

this the 8th day of October, 2010.



Notary Public

My Commission Expires: 11-03-14



MAP DEPICTING LOCATION OF PROPERTY
Property Owner: Everett L. & June I. Gates
2707 Canton Street, Fayetteville, NC
Minimum Housing Case # MH6279-2010
TAX PARCEL IDENTIFICATION NUMBER 0456-86-9603

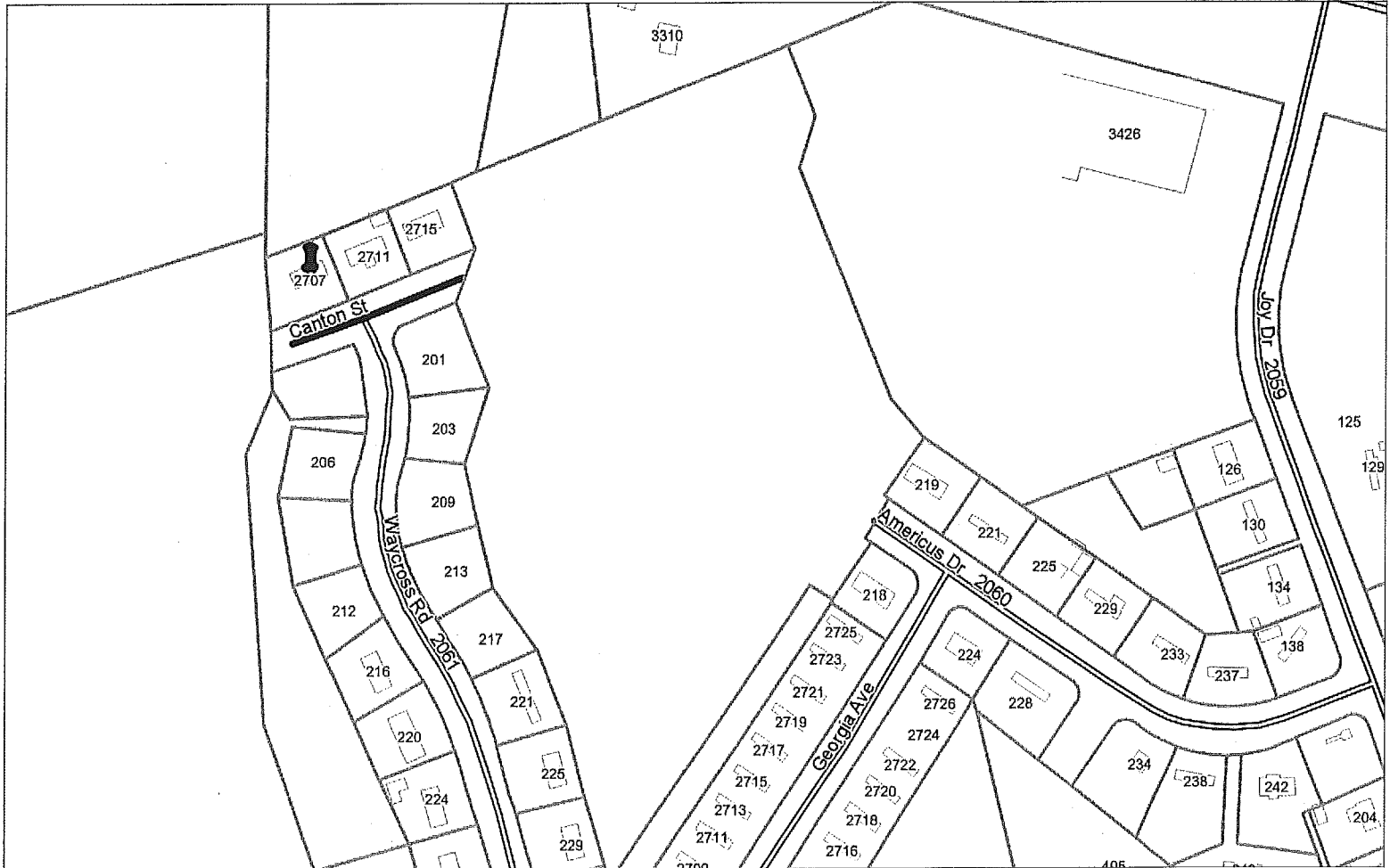
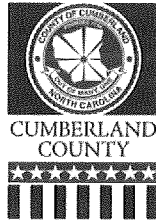


Exhibit B



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 14, 2011

ITEM NO. 4

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

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

THROUGH: JAMES E. MARTIN, COUNTY MANAGER *James E. Martin*

SUBJECT: CONSIDERATION OF A REQUEST TO UNDERTAKE A SPECIAL
ASSESSMENT PROJECT TO REPAIR THE DAM AT POINT EAST
SUBDIVISION LAKE

BACKGROUND

The Board of County Commissioners, at its June 21, 2010 meeting, referred to the County Policy Committee the request for assistance from the property owners in Point East Subdivision to breach the dam of the lake within this subdivision. The County Attorney advised the Board that there was no statutory authority for the County to undertake a special assessment project to breach a dam and that the property owners would need to petition the Board to repair the dam. The Point East Homeowners Association (HOA) is currently under a Dam Safety Order from NCDENR to repair or permanently breach the dam.

A new petition from the property owners in Point East Subdivision requesting the County undertake a special assessment project to repair the dam was received on July 20, 2010. The petition was signed by 9 of 15 property owners (60%) having 10 of 17 lots (59%) on the lake. The petition has been reviewed by the County Engineering Department.

The request was presented to the Policy Committee at its August 5, 2010 meeting. The deficiencies with the dam and the requirements in the NC Administrative Code - Title 15A, Subchapter 2K - Dam Safety for small high hazard (Class C) dams were reviewed with the committee. Given the uncertainty of the cost of the repair work, since no formal repair plan has been approved by NC Dam Safety, the Policy Committee instructed staff to work with the Point East Homeowners Association, its engineer, Averette Engineering, and NC Dam Safety to determine the extent of the investigative work and repair work required to meet Dam Safety requirements.

Celebrating Our Past...Embracing Our Future

A teleconference was held on August 27, 2010, with Steve McEvoy, Dam Safety Engineer, Daryl Cobbranchi, President of the Homeowners Association, Dave Averette, engineer for Point East Homeowners Association, and Tim Middleton, consultant to Dave Averette, and Bob Stanger, County Engineer, to discuss the requirements to repair the dam. The consensus of the group was that Dave would develop an action plan for the Point East Homeowners Association to consider and Daryl would then advise the County of its plan.

Mr. Cobbranchi advised the Engineering Department that the HOA is requesting the County include the cost of all engineering studies and repair plans in the cost of a special assessment project and that the engineers are willing to perform the work and defer payment until such time that the Board of Commissioners approves the assessment project. This information was presented to the Policy Committee at its October 7, 2010 meeting. The consensus of the Policy Committee was to take no action on the request to undertake the engineering studies required to develop a repair plan and that it was up to the HOA to do their necessary work first. The minutes of the Policy Committee meeting are attached for reference.

Should the Board wish to proceed with a special assessment project, the next step is to prepare a preliminary assessment resolution for the dam repair project and to bring this back to the Board at its next meeting for approval and to set the date for the public hearing. The Board should be aware that the cost of the engineering studies, estimated at \$25,000, could not be assessed against the property owners should the Board decide that the repair work on the dam is cost prohibitive.

CUMBERLAND COUNTY POLICY COMMITTEE
NEW COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564
OCTOBER 7, 2010 – 9:30 AM
MNUTES

MEMBERS PRESENT: Commissioner Phillip Gilfus, Chair
Commissioner Ed Melvin
Commissioner Kenneth Edge

OTHER COMMISSIONERS

PRESENT: Commissioner Jeannette Council
Commissioner Jimmy Keefe

OTHERS PRESENT: James Martin, County Manager
Juanita Pilgrim, Deputy County Manager
Amy Cannon, Assistant County Manager
James Lawson, Assistant County Manager
Rick Moorefield, County Attorney
Sally Shutt, Communications and Strategic Initiatives
Manager
Bob Stanger, County Engineer.
Tom Lloyd, Planning and Inspections Director
Tom Cooney, Public Utilities Director
Thanena Wilson, Community Development Director
Lisa Childers, NC Coop Extension Services Director
Colby Lambert, Field Crops Extension Agent
Grace Lawrence, Ft. Bragg BRAC RTF
Thelma Matthews, Purchasing/Accounts Manager
Candice White, Deputy Clerk to the Board
Press

Commissioner Phillip Gilfus called the meeting to order.

1. APPROVAL OF MINUTES: SEPTEMBER 2, 2010 MEETING

MOTION: Commissioner Melvin moved to approve as presented.

SECOND: Commissioner Edge

VOTE: UNANIMOUS

2. PRESENTATION REGARDING CUMBERLAND COUNTY WORKING
LANDS PROTECTION PLAN

James Martin, County Manager, called on Lisa Childers, NC Coop Extension Services Director, who introduced the Cumberland County Working Lands Protection Plan.

never be another provider other than the PWC and there would be no need for an agreement. Mr. Lloyd stated at the time the agreement was drafted, the intent of the talk had to do with the lines and delivery.

In response to a question from Commissioner Gilfus, Mr. Martin stated the challenge has to do with the interpretation by the PWC. Mr. Martin further stated when the district was created, sewer was specifically included on the remote chance there might be an opportunity to provide sewer in the future; however, there was never an idea for the county to go into the sewer business. Mr. Martin stated because there may be other development proposals for the installation of water and sewer at the developer's expense with dedication of the lines to the water and sewer district, this issue needs to be addressed with the PWC and the city of Fayetteville. Mr. Martin further stated under the plans for the Grays Creek Water and Sewer District, the PWC would be the supplier of water and would also be the logical treater of the effluent were a sewer system to be involved. Mr. Martin stated until the county decides to do something to give itself the ability to produce treated water through some means other than the PWC, the PWC and therefore the city of Fayetteville would have to be the county's partner for advancing both water and sewer.

Mr. Moorefield stated the practical application has to do with future development proposals that will likely be presented to the county. Mr. Moorefield further stated another issue for the county relates to USDA financing because it would be difficult to maintain any expansion of an initial phase if there were two service providers in a USDA financed district. Mr. Moorefield advised this would have implications for what could actually be developed in any of the water and sewer districts or even a water district.

Discussion followed as to how best to address the issue. Consensus of the committee was for Mr. Moorefield to contact the PWC attorney and the city of Fayetteville attorney for a meeting to discuss the agreement and report back to the Board, and should there fail to be a meeting, this will be reported back to the committee. Mr. Moorefield stated the situation is further complicated in that the PWC is not a party to the agreement because the agreement is between the county and the city of Fayetteville.

5. STATUS OF POINT EAST HOMEOWNERS ASSOCIATION REQUEST TO REPAIR DAM

Mr. Martin called on Bob Stanger, County Engineer, who recalled an August 27, 2010 teleconference meeting in which the requirements for repairing the dam were discussed and the consensus of the teleconference meeting that the consulting engineer for the HOA would develop an action for the HOA to consider and then advise the county of any additional assistance that might be needed. Mr. Stanger stated subsequent to that conference meeting, he received a September 14, 2010 email from the HOA President Daryl Cobranchi requesting that the county consider including any engineering studies and repair plans in the cost of a county-assessment project. Mr. Stanger stated he conferred Mr. Moorefield and referenced the email from Mr. Moorefield that stated

commitments to the HOA would have to be made by the Board of Commissioners. Mr. Stanger stated he forwarded Mr. Moorefield's email to Mr. Cobranchi.

Mr. Stanger stated in his opinion the problem lies with the state's Dam Safety because the HOA is under order from Dam Safety to either breach or repair the dam, and a problem also lies with the fact that the petition received from the HOA was not signed by an overwhelming majority of the property owners. Mr. Stanger further stated the request also creates a difficult situation for the Board of Commissioners because the actual project costs are not known and there would be a limited number of property owners paying the assessment.

Mr. Stanger stated in his opinion, it would be more advantageous for the homeowners living on the lake to let the situation run its course with the state and if the state chooses to breach the dam, then let the state assess the HOA. Mr. Stanger further stated this would include all forty-three properties in the HOA and the cost per property owner would be much less. Mr. Stanger stated according to Tax Administration, the land value for the lots surrounding the lake would be discounted 33% due to the dam being breached, which would equate to a loss in tax revenue of about \$1,868 per year.

Mr. Moorefield advised the county can not assess for engineering studies so should the engineer's recommendation be to breach the dam or to not do anything, the Board would not have the legal authority to assess the HOA for the engineering study. Mr. Stanger responded to questions and shared his concerns regarding limited discussions between the HOA's engineer and Dam Safety since Dam Safety will dictate what they will approve in a dam repair plan and what they will require in the way of investigative/geo-technical work needed to establish the integrity of the existing earthen dam. Discussion followed.

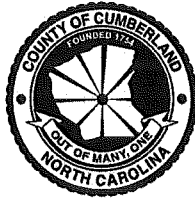
Consensus of the committee was that it was up to the HOA to do their necessary work first. Commissioner Gilfus suggested that a formal letter to be sent to the HOA to make this clear.

6. DISCUSSION OF DRAFT PROPOSAL OF LOCAL PREFERENCE POLICY

Mr. Moorefield called attention to the draft proposal and a recent posting by the UNC School of Government regarding local contracting. Mr. Moorefield stated he had reviewed most of the purchasing contracts executed during this calendar year and it appeared that purchases covered by the proposed policy were almost always with local vendors. Mr. Moorefield further stated the current policy provides a clear-cut way to ensure that the county receives competitive prices and he recommends the current purchasing policy remain in place with the incorporation of the language in the proposed policy that would clearly express the Board's preference for local vendors. Mr. Moorefield stated most of the county's non-local contracts are because there are no local vendors. Mr. Moorefield further stated issues that might arise would be associated with contracts over \$30,000, which would not be covered by the policy but would be addressed according to state statutes. Mr. Moorefield stated state contracts can also be

JAMES E. MARTIN
County Manager

AMY H. CANNON
Deputy County Manager



ITEM NO. 5

JAMES E. LAWSON
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

5th Floor, New Courthouse • PO Box 1829 • Suite 512, • Fayetteville, North Carolina 28302-1829
(910) 678-7723 / (910) 678-7726 • Fax (910) 678-7717

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 22, 2011

****SEE ATTACHED SPIRAL-BOUND FACILITY NEEDS ASSESSMENT FROM SCHOOL SYSTEM****

TO: BOARD OF COMMISSIONERS

FROM: JAMES E. MARTIN, COUNTY MANAGER *James E. Martin*

DATE: FEBRUARY 16, 2011

SUBJECT: CONSIDERATION OF CUMBERLAND COUNTY SCHOOLS FACILITY NEEDS ASSESSMENT AND AUTHORIZATION FOR CHAIRMAN AND COUNTY MANAGER TO SIGN FOR SUBMITTAL TO THE STATE BOARD OF EDUCATION

BACKGROUND

Mr. Tim Kinlaw, Associate Superintendent of Auxiliary Services of the Cumberland County School System will be providing information on the Schools Facility Needs Assessment to the Board of County Commissioners on February 22, 2010.

RECOMMENDATION/PROPOSED ACTION

Consider the Cumberland County School System Facility Needs Assessment and authorize the Chairman and the County Manager to sign the appropriate documents for submittal to the State Board of Education.

/ct

CM021611-3

Celebrating Our Past...Embracing Our Future



Cumberland County Schools

CARRIE SUTTON, CHAIR
LARRY L. LANCASTER, VICE CHAIR
MICHAEL C. BOOSE
ALICIA S. CHISOLM
KIMBERLY P. FISHER

P.O. Box 2357
Fayetteville, North Carolina 28302
910-678-2300

MACKY HALL
JAMES A. MCLAUCHLIN
MARY EMILY ROYAL
GREGORY E. WEST

DR. FRANK TILL
SUPERINTENDENT

February 9, 2011

James Martin, County Manager
County of Cumberland
117 Dick Street
Fayetteville, NC 28301

Dear Mr. Martin:

North Carolina Department of Instruction (DPI) requires all school systems to complete a Capital Needs Assessment every five years. Enclosed is the current CCS Facility Needs Assessment Report for the County's review. This assessment is an effort to project facility needs and improvements for the Cumberland County Schools through 2016. Over the next five years the biggest factor affecting facility needs will be the repair and maintenance of existing facilities over 40 years old. This assessment will serve as a guide for needs, but will be subject to change based on changing conditions and goals of the system.

Over the past fifteen years, Cumberland County Schools, with the support of the Cumberland County Commissioners, has made tremendous strides in improving the facilities to serve the students in Cumberland County. In 1996 the North Carolina School Study Commission reported Cumberland County Schools' total facility needs at \$411,000,000. Fortunately, our facility needs have been reduced to \$157,000,000 as reflected in the 2011 Facility Needs Survey book. We appreciate the support the school system has received from the County over the years.

On behalf of the Cumberland County Board of Education, I am requesting the Facility Needs Assessment be placed on the Commissioners' agenda for the February 22, 2011 meeting. Please note that this is not a request for funds at this time, but the County's review as required by DPI. Please ask the chairman to sign the attached documents and upon completion we will pickup. If you have any questions or concerns, I can be reached at (910)678-2305.

Sincerely,

Tim Kinlaw
Associate Superintendent of Auxiliary Services
Cumberland County Schools

TK/lh

Enclosures (2)

Cumberland County Schools Long Range Plan

2010-11 North Carolina Public School Facility Needs Survey



Administrative Unit: Cumberland County Schools (Unit 260)

I. Certification of Board of Education

The Cumberland County Schools Board of Education hereby submits its Facility Needs Survey dated 1/21/2011 listing all improvements and additional facilities needed to accomodate projected enrollments through the 2015-16 school year and improvements to existing facilities to provide safe, comfortable environments that support the educational programs.

We do hereby certify that the needs identified herein are a true representation of our situation. Alternatives were considered and this plan provides the best balance between cost and benefit to our students. We understand that costs have been standardized to statewide averages to provide uniform comparisons.

Signed:

, Chairman

, Secretary, Ex-officio

2/8/2011

Date

2/8/11

Date

2. Certification of Board of County Commissioners

The Cumberland County Board of Commissioners has received and reviewed a copy of this survey prior to submission to the State Board of Education. This does not necessarily constitute endorsement of or committment to fund the Facility Needs Survey.

_____, Chairman

_____ Date

_____, County Manager or Clerk

_____ Date

2010-11 N.C. Public School Facility Needs

Cumberland County Schools Capacity Summary & Plan (0 to 5 years)

UNIT: 260			ADM 10/11	Current Capacity					Mobile	Teach Station	Needs	Planned Capacity (future)				
				Pre-K	K-5	Middle	High	K-12				Pre-K	K-5	Middle	High	K-12
260	302	ALMA O EASOM	280	0	282	0	0	282	0	0	addition/renovation	0	0	0	0	0
260	306	ARMSTRONG EL	402	18	470	0	0	470	0	0	addition/renovation	0	0	0	0	0
260	308	ASHLEY ELEMEN	289	0	333	0	0	333	0	0	addition/renovation	0	0	0	0	0
260	310	LOYD E AUMAN E	588	18	642	0	0	642	0	0	addition/renovation	0	0	0	0	0
260	312	BEAVER DAM EL	110	18	132	0	0	132	0	0	addition/renovation	0	0	0	0	0
260	316	LILLIAN BLACK E	170	0	272	0	0	272	0	0	addition/renovation	0	0	0	0	0
260	318	JACK BRITT HIGH	1,830	0	0	0	1,655	1,655	0	0	addition/renovation	0	0	0	0	0
260	320	BRENTWOOD EL	506	36	572	0	0	572	4	0	addition/renovation	0	0	0	0	0
260	321	DOUGLAS BYRD	696	0	0	798	0	798	0	0	addition/renovation	0	0	0	0	0
260	322	DOUGLAS BYRD	1,274	0	0	0	1,400	1,400	0	0	addition/renovation	0	0	0	0	0
260	325	CAPE FEAR HIGH	1,553	0	0	0	1,440	1,440	0	0	addition/renovation	0	0	0	0	0
260	326	ELIZABETH M CA	725	18	813	0	0	813	0	0	addition/renovation	0	0	0	0	0
260	332	EASTOVER CENT	452	36	523	0	0	523	0	0	addition/renovation	0	0	0	0	0
260	336	ANNE CHESNUTT	687	0	0	726	0	726	0	0	Renovations	0	0	0	0	0
260	338	CLIFFDALE ELEM	617	90	604	0	0	604	4	0	addition/renovation	0	0	0	0	0
260	340	COLLEGE LAKES	422	0	389	0	0	389	2	0	addition/renovation	0	0	0	0	0
260	342	C WAYNE COLLI	520	90	548	0	0	548	0	0	addition/renovation	0	0	0	0	0
260	344	J W COON ELEM	229	54	338	0	0	338	0	0	addition/renovation	0	0	0	0	0
260	348	CUMBERLAND MI	608	18	743	0	0	743	0	0	addition/renovation	0	0	0	0	0
260	352	CUMBERLAND R	393	36	471	0	0	471	0	0	addition/renovation	0	0	0	0	0
260	354	CROSS CREEK E	242	0	0	0	242	242	0	0		0	0	0	0	0
260	356	DISTRICT NO 7 E	252	18	396	0	0	396	0	0	addition/renovation	0	0	0	0	0
260	357	GRAY'S CREEK H	1,227	0	0	0	1,200	1,200	0	0	addition/renovation	0	0	0	0	0
260	358	LUTHER "NICK" J	605	0	0	774	0	774	0	0	addition/renovation	0	0	0	0	0
260	359	E E SMITH HIGH	1,064	0	0	0	1,275	1,275	0	0	addition/renovation	0	0	0	0	0
260	361	FERGUSON-EAS	328	18	400	0	0	400	0	0	addition/renovation	0	0	0	0	0
260	362	GRAY'S CREEK M	905	0	0	910	0	910	0	0	none needed	0	0	885	0	885
260	363	GLENDALE ACRE	273	0	300	0	0	300	0	0	addition/renovation	0	0	0	0	0
260	364	ALDERMAN ROA	673	54	803	0	0	803	0	0	addition/renovation	0	0	0	0	0
260	365	R MAX ABBOTT M	971	0	0	1,009	0	1,009	0	0	Renovations	0	0	0	0	0

2010-11 N.C. Public School Facility Needs

Cumberland County Schools Capacity Summary & Plan (0 to 5 years)

UNIT: 260			ADM 10/11	Current Capacity					Mobile	Teach Station	Needs	Planned Capacity (future)				
				Pre-K	K-5	Middle	High	K-12				Pre-K	K-5	Middle	High	K-12
260	366	HOWARD L HALL	610	36	599	0	0	599	6	0	addition/renovation	0	0	0	0	0
260	367	BILL HEFNER EL	825	0	863	0	0	863	2	0	addition/renovation	0	0	0	0	0
260	368	HOPE MILLS MID	736	0	0	722	0	722	0	0	addition/renovation	0	0	0	0	0
260	369	JOHN R GRIFFIN	1,254	0	0	1,217	0	1,217	0	0	addition/renovation	0	0	0	0	0
260	370	ED V BALDWIN E	662	18	717	0	0	717	0	0	addition/renovation	0	0	0	0	0
260	371	IRELAND DRIVE	362	0	0	386	0	386	0	0	addition/renovation	0	0	0	0	0
260	372	LEWIS CHAPEL	739	0	0	775	0	775	0	0	addition/renovation	0	0	0	0	0
260	373	GALLBERRY FAR	795	18	951	0	0	951	0	0	addition/renovation	0	0	0	0	0
260	374	FULLER PERFOR	69	0	0	0	100	100	0	0		0	0	0	0	0
260	375	GRAY'S CREEK E	348	18	387	0	0	387	0	0	addition/renovation	0	0	0	0	0
260	380	LONG HILL ELEM	483	0	512	0	0	512	1	0	addition/renovation	0	0	0	0	0
260	382	LUCILE SOUDER	450	18	591	0	0	591	0	0	addition/renovation	0	0	0	0	0
260	383	MAC WILLIAMS M	1,203	0	0	1,122	0	1,122	0	0	addition/renovation	0	0	0	0	0
260	386	MARGARET WILL	308	18	404	0	0	404	0	0	addition/renovation	0	0	0	0	0
260	388	MASSEY HILL CL	414	0	0	0	530	530	0	0	addition/renovation	0	0	0	0	0
260	396	MARY MCARTHU	477	36	545	0	0	545	0	0	addition/renovation	0	0	0	0	0
260	397	E MELVIN HONEY	789	36	868	0	0	868	0	0	addition/renovation	0	0	0	0	0
260	398	E E MILLER ELEM	655	54	841	0	0	841	2	0	addition/renovation	0	0	0	0	0
260	400	MONTCLAIR ELE	419	36	538	0	0	538	0	0	addition/renovation	0	0	0	0	0
260	401	MORGANTON RO	526	0	669	0	0	669	0	0	addition/renovation	0	0	0	0	0
260	402	MANCHESTER EL	350	0	445	0	0	445	0	0	addition/renovation	0	0	0	0	0
260	403	NEW CENTURY I	594	36	769	0	0	769	0	0		0	0	0	0	0
260	404	WILLIAM H OWE	447	54	439	0	0	439	0	0	addition/renovation	0	0	0	0	0
260	405	PAULINE JONES	185	0	272	0	0	272	0	0	addition/renovation	0	0	0	0	0
260	406	PINE FOREST MI	948	0	0	840	0	840	0	0	addition/renovation	0	0	0	0	0
260	407	LAKE RIM ELEME	559	18	669	0	0	669	0	0	addition/renovation	0	0	0	0	0
260	408	PINE FOREST HI	1,522	0	0	0	1,450	1,450	0	0	addition/renovation	0	0	0	0	0
260	410	PONDEROSA EL	418	54	399	0	0	399	0	0	addition/renovation	0	0	0	0	0
260	411	REID ROSS CLAS	736	0	0	469	525	994	0	0	addition/renovation	0	0	0	0	0
260	412	RALEIGH ROAD E	236	0	227	0	0	227	0	0	addition/renovation	0	0	0	0	0

2010-11 N.C. Public School Facility Needs

Cumberland County Schools Capacity Summary & Plan (0 to 5 years)

UNIT: 260			ADM 10/11	Current Capacity					Mobile	Teach Station	Needs	Planned Capacity (future)				
				Pre-K	K-5	Middle	High	K-12				Pre-K	K-5	Middle	High	K-12
260 413	RAMSEY ST MID	11	0	0	0	310	310	0	0	addition/renovation	0	0	0	0	0	0
260 414	BENJAMIN J MAR	607	36	609	0	0	609	5	0	addition/renovation	0	0	0	0	0	0
260 415	ROCKFISH ELEM	793	0	936	0	0	936	0	0	addition/renovation	0	0	0	0	0	0
260 416	J W SEABROOK	289	18	362	0	0	362	0	0	addition/renovation	0	0	0	0	0	0
260 418	SEVENTY-FIRST	526	0	0	547	0	547	0	0	addition/renovation	0	0	0	0	0	0
260 424	SEVENTY-FIRST	1,658	0	0	0	1,685	1,685	0	0	addition/renovation	0	0	0	0	0	0
260 425	SOUTH VIEW MID	793	0	0	872	0	872	0	0	addition/renovation	0	0	0	0	0	0
260 426	SHERWOOD PAR	497	36	560	0	0	560	0	0	addition/renovation	0	0	0	0	0	0
260 427	SOUTH VIEW HIG	1,832	0	0	0	1,690	1,690	0	0	addition/renovation	0	0	0	0	0	0
260 428	SPRING LAKE MI	397	0	0	686	0	686	0	0	addition/renovation	0	0	0	0	0	0
260 430	STEDMAN ELEME	303	0	354	0	0	354	0	0	addition/renovation	0	0	0	0	0	0
260 432	STEDMAN PRIMA	156	54	178	0	0	178	0	0	Renovations	0	0	0	0	0	0
260 434	STONEY POINT E	674	0	847	0	0	847	0	0	addition/renovation	0	0	0	0	0	0
260 440	SUNNYSIDE ELE	317	18	307	0	0	307	0	0	addition/renovation	0	0	0	0	0	0
260 444	TERESA C BERRI	146	18	312	0	0	312	0	0	addition/renovation	0	0	0	0	0	0
260 446	TERRY SANFOR	1,383	0	0	0	1,395	1,395	0	0	addition/renovation	0	0	0	0	0	0
260 448	VANSTORY HILL	525	0	611	0	0	611	0	0	addition/renovation	0	0	0	0	0	0
260 449	WALKER-SPIVEY	54	0	0	0	390	390	0	0	addition/renovation	0	0	0	0	0	0
260 450	WARRENWOOD	428	18	512	0	0	512	0	0	addition/renovation	0	0	0	0	0	0
260 452	WESTAREA ELE	517	18	610	0	0	610	0	0	addition/renovation	0	0	0	0	0	0
260 454	WESTOVER MID	715	0	0	878	0	878	0	0	addition/renovation	0	0	0	0	0	0
260 455	WESTOVER HIG	1,136	0	0	0	1,175	1,175	0	0	addition/renovation	0	0	0	0	0	0
260 456	ALGER B WILKIN	221	0	334	0	0	334	0	0	addition/renovation	0	0	0	0	0	0
260 459	WILLIAM T BROW	458	108	602	0	0	602	0	0	addition/renovation	0	0	0	0	0	0
260 700	HOWARD HEALT	192	0	0	0	320	320	1	0	addition/renovation	0	0	0	0	0	0
Totals:			51,638	1,296	27,870	12,731	16,782	57,383	27	0		0	0	885	0	885

	<u>K-5</u>	<u>Middle</u>	<u>High</u>	<u>K-12</u>
Current Capacity:	27,870	12,731	16,782	57,383
ADM 2010/11:	23,904	11,953	15,781	51,638

	<u>K-5</u>	<u>Middle</u>	<u>High</u>	<u>K-12</u>
Total Capacity:		885		885
Proj Enrollment 15/16:	25,000	11,009	15,588	51,597

2010-11 N.C. Public School Facility Needs

Cumberland County Schools Capacity Summary & Plan (0 to 5 years)

UNIT: 260	ADM 10/11	Current Capacity					Mobile	Teach Station	Needs	Planned Capacity (future)				
		Pre-K	K-5	Middle	High	K-12				Pre-K	K-5	Middle	High	K-12
	Difference:		3,966	778	1,001	5,745				Difference:	(25,000)	(10,124)	(15,588)	(50,712)

Cumberland County Schools Cost Summary (0 to 5 years)

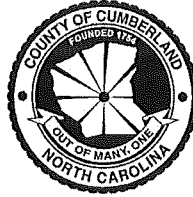
Unit: 260		Priority	New School	Additions	Renovations	Furn/Eqpt	Land	Total
100	North Elementary	2	10,722,643	0	0	1,286,645	0	\$12,009,288
101	BRAC High School	2	32,659,262	0	0	2,639,557	0	\$35,298,819
302	ALMA O EASOM ELEME		0	0	734,160	0	0	\$734,160
306	ARMSTRONG ELEMENT		0	0	471,276	0	0	\$471,276
308	ASHLEY ELEMENTARY		0	0	440,040	0	0	\$440,040
310	LOYD E AUMAN ELEME		0	1,530,144	1,259,130	128,423	0	\$2,917,697
312	BEAVER DAM ELEMENT		0	1,071,101	372,985	89,896	0	\$1,533,982
316	LILLIAN BLACK ELEME		0	1,071,101	190,380	89,896	0	\$1,351,377
318	JACK BRITT HIGH SCH		0	3,867,091	389,427	324,559	0	\$4,581,077
320	BRENTWOOD ELEMEN		0	1,530,144	372,207	128,423	0	\$2,030,774
321	DOUGLAS BYRD MIDL		0	0	585,390	0	0	\$585,390
322	DOUGLAS BYRD HIGH		0	0	896,040	0	0	\$896,040
325	CAPE FEAR HIGH		0	1,738,800	1,409,025	145,935	0	\$3,293,760
326	ELIZABETH M CASHWE		0	0	384,180	0	0	\$384,180
332	EASTOVER CENTRAL E		0	0	345,724	0	0	\$345,724
336	ANNE CHESNUTT MIDD		0	0	955,662	0	0	\$955,662
338	CLIFFDALE ELEMENTA		0	0	725,496	0	0	\$725,496
340	COLLEGE LAKES ELEM		0	0	155,382	0	0	\$155,382
342	C WAYNE COLLIER ELE		0	1,071,101	416,681	89,896	0	\$1,577,678
344	J W COON ELEMENTAR		0	985,320	144,096	82,696	0	\$1,212,112
348	CUMBERLAND MILLS E		0	1,071,101	180,338	89,896	0	\$1,341,335
352	CUMBERLAND ROAD E		0	0	412,518	0	0	\$412,518
356	DISTRICT NO 7 ELEME		0	2,318,400	333,702	194,580	0	\$2,846,682
357	GRAY'S CREEK HIGH S		0	1,738,800	894,328	145,935	0	\$2,779,063
358	LUTHER "NICK" JERALD		0	0	1,600,242	0	0	\$1,600,242
359	E E SMITH HIGH		0	0	1,380,540	0	0	\$1,380,540
361	FERGUSON-EASLEY EL		0	0	167,650	0	0	\$167,650
363	GLENDALE ACRES ELE		0	1,071,101	565,122	89,896	0	\$1,726,119
364	ALDERMAN ROAD ELE		0	0	96,330	0	0	\$96,330
365	R MAX ABBOTT MIDDLE		0	0	1,792,080	0	0	\$1,792,080
366	HOWARD L HALL ELEM		0	1,071,101	63,840	89,896	0	\$1,224,837
367	BILL HEFNER ELEMENT		0	0	244,245	0	0	\$244,245
368	HOPE MILLS MIDDLE		0	0	814,131	0	0	\$814,131
369	JOHN R GRIFFIN MIDL		0	0	137,108	0	0	\$137,108
370	ED V BALDWIN ELEME	1	0	1,530,144	695,400	128,423	0	\$2,353,967
371	IRELAND DRIVE MIDL		0	0	325,470	0	0	\$325,470
372	LEWIS CHAPEL MIDDLE	2	0	0	1,845,774	0	0	\$1,845,774
373	GALLBERRY FARM ELE		0	0	96,148	0	0	\$96,148
375	GRAY'S CREEK ELEME		0	0	410,970	0	0	\$410,970
380	LONG HILL ELEMENTA		0	0	162,528	0	0	\$162,528
382	LUCILE SOUDERS ELE		0	1,071,101	341,671	89,896	0	\$1,502,668
383	MAC WILLIAMS MIDDLE		0	0	115,672	0	0	\$115,672

Cumberland County Schools Cost Summary (0 to 5 years)

Unit: 260		Priority	New School	Additions	Renovations	Furn/Eqpt	Land	Total
386	MARGARET WILLIS ELE		0	1,071,101	622,806	89,896	0	\$1,783,803
388	MASSEY HILL CLASSIC		0	1,043,280	291,066	87,561	0	\$1,421,907
396	MARY MCARTHUR ELE		0	1,071,101	187,554	89,896	0	\$1,348,551
397	E MELVIN HONEYCUTT		0	0	151,365	0	0	\$151,365
398	E E MILLER ELEMENTA		0	0	193,800	0	0	\$193,800
400	MONTCLAIR ELEMENTA		0	1,071,101	326,634	89,896	0	\$1,487,631
401	MORGANTON ROAD EL		0	2,537,102	792,870	212,935	0	\$3,542,907
402	MANCHESTER ELEMEN		0	1,071,101	694,944	89,896	0	\$1,855,941
404	WILLIAM H OWEN ELE		0	0	268,128	0	0	\$268,128
405	PAULINE JONES ELEM		0	1,071,101	830,597	89,896	0	\$1,991,594
406	PINE FOREST MIDDLE		0	0	1,493,605	0	0	\$1,493,605
407	LAKE RIM ELEMENTAR		0	0	141,274	0	0	\$141,274
408	PINE FOREST HIGH		0	313,757	1,305,300	26,333	0	\$1,645,390
410	PONDEROSA ELEMENT		0	1,710,979	428,070	171,732	0	\$2,310,781
411	REID ROSS CLASSICAL		0	0	2,991,930	0	0	\$2,991,930
412	RALEIGH ROAD ELEME		0	0	283,860	0	0	\$283,860
413	RAMSEY ST MIDDLE SC		0	0	1,220,596	0	0	\$1,220,596
414	BENJAMIN J MARTIN EL		0	2,517,782	592,941	211,314	0	\$3,322,037
415	ROCKFISH ELEMENTA		0	1,071,101	421,181	89,896	0	\$1,582,178
416	J W SEABROOK ELEME		0	1,071,101	693,372	89,896	0	\$1,854,369
418	SEVENTY-FIRST CLASS		0	761,208	300,676	63,887	0	\$1,125,771
424	SEVENTY-FIRST HIGH		0	0	1,351,470	0	0	\$1,351,470
425	SOUTH VIEW MIDDLE		0	0	1,951,110	0	0	\$1,951,110
426	SHERWOOD PARK ELE		0	1,071,101	296,400	89,896	0	\$1,457,397
427	SOUTH VIEW HIGH		0	2,318,400	964,809	194,580	0	\$3,477,789
428	SPRING LAKE MIDDLE		0	0	890,340	0	0	\$890,340
430	STEDMAN ELEMENTAR		0	0	793,692	0	0	\$793,692
432	STEDMAN PRIMARY		0	4,355,501	149,340	365,551	0	\$4,870,392
434	STONEY POINT ELEME		0	0	32,716	0	0	\$32,716
440	SUNNYSIDE ELEMENTA		0	1,071,101	1,627,920	89,896	0	\$2,788,917
444	TERESA C BERRIEN EL		0	0	221,526	0	0	\$221,526
446	TERRY SANFORD HIGH		0	0	2,382,030	0	0	\$2,382,030
448	VANSTORY HILLS ELE		0	1,071,101	2,237,046	89,896	0	\$3,398,043
449	WALKER-SPIVEY		0	0	277,020	0	0	\$277,020
450	WARRENWOOD ELEME		0	1,071,101	121,980	89,896	0	\$1,282,977
452	WESTAREA ELEMENTA		0	1,071,101	221,184	89,896	0	\$1,382,181
454	WESTOVER MIDDLE		0	0	193,230	0	0	\$193,230
455	WESTOVER HIGH		0	0	1,274,841	0	0	\$1,274,841
456	ALGER B WILKINS ELE		0	1,071,101	495,786	89,896	0	\$1,656,783
459	WILLIAM T BROWN ELE		0	0	165,045	0	0	\$165,045
700	HOWARD HEALTH		0	0	302,100	0	0	\$302,100
Totals:			43,381,905	52,218,872	53,105,242	8,336,989	0	\$157,043,008

JAMES E. MARTIN
County Manager

AMY H. CANNON
Deputy County Manager




JAMES E. LAWSON
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

5th Floor, New Courthouse • PO Box 1829 • Suite 512, • Fayetteville, North Carolina 28302-1829
(910) 678-7723 / (910) 678-7726 • Fax (910) 678-7717

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 22, 2011

TO: BOARD OF COMMISSIONERS

FROM: JAMES E. MARTIN, COUNTY MANAGER 

DATE: FEBRUARY 16, 2011

SUBJECT: UPDATE ON PARKS AND RECREATION PROPOSAL FOR CAPITAL
PROJECTS BY MICHAEL GIBSON, DIRECTOR

Mr. Michael Gibson, Director of the Fayetteville-Cumberland Parks & Recreation will be updating the Board of County Commissioners on February 22, 2010 on the Bond Proposal for Capital Projects.

/ct

CM021611-2

Celebrating Our Past...Embracing Our Future



LANDSCAPE
ARCHITECTURE

CIVIL ENGINEERING

SITE PLANNING

February 1, 2011

Karen M. Brady, Business Manager
Fayetteville-Cumberland Parks and Recreation Department
121 Lamon Street
Fayetteville, NC 28301

RE: Proposal for Assisting with Bond Package

Dear Karen:

I enjoyed meeting with you, Michael, and Wayne prior to Christmas to discuss the development of an information package to clarify and identify elements of a future bond campaign for parks. The successful development of a bond package for park expansion and improvements would help the Department meet many of the needs identified in the 2006 Parks and Recreation Master Plan. It would also greatly improve the active and passive recreational opportunities for all citizens.

Based on our meeting and a subsequent review of the information you provided, it appears that there are two levels of information/study that you are requesting. First, there needs to be a Project Definition Phase where each of the projects is reviewed and more clearly defined. A second phase will focus on packaging the information in a document that will provide a Summary Document of the bond package improvements.

PROJECT DEFINITION PHASE

During this phase, each of the 15 capital projects will be studied to address the 12 elements identified in your Bond Proposal Structural Plan. The purpose of this research phase is to further refine the benefits, cost, and impacts of the 15 projects that have initially been identified for the bond package. Developing this body of information on each of the projects will require balance. It is important to understand the cost and benefits of each project; however, a detailed assessment of each project (as developed in the Kirkland Indoor Recreation Facility Plan) will require considerable time and money. This may be more investment that you wish to incur at this early stage of the planning process.

For purposes of this proposal, I have assumed you will want to go through a general investigation of each of the 15 projects; addressing each of the 12 elements listed in the Structural Plan description. Most of the information for these elements can be provided by your staff with some input from Site Solutions. Site Solutions would provide input on construction cost and prototype plans. Please note, I have not assumed detailed assessment or program development in this proposal. We will simply pull information from previous experience. The enclosed spreadsheet defines my assumptions with regard to our involvement in this research/information gathering phase.

An important component of this information gathering process will be two work sessions with Departmental staff. During our initial work session, we will meet with various stakeholders/staff on each of the 15 projects. From these meetings,

2320 W. Morehead St.
Charlotte, NC 28208
Phone: 704.521.9880
Fax: 704.521.8955
sitesolutionspa.com

we will gather information on project scope and program. In addition we will assign responsibilities for gathering information on Structural Plan elements.

A second work session will be held to review all of the information and confirm each project scope/goal. With the number of projects (15) to cover, we have allocated two days for each of these work sessions.

In addition to facilitating these work sessions, we have allocated time to assemble construction cost and prototype information on each of the projects. It should be noted that we have only allocated one or two days' time for each of the 15 projects. While we can provide very valuable background information in this time frame, we do not have time for detailed programming or pricing in this proposal.

SUMMARY DOCUMENT

Once all of the information on the 12 elements of the Structural Plan have been gathered for all 15 projects, Site Solutions will assemble this information in a Bond Package Summary Document. This document will include a written, photographic, and graphic description of each of the 15 projects. In these descriptions, all 12 elements will be addressed for each of the projects (goals, demographics, operation cost, fees, revenue, cost recovery, construction cost, service areas, vicinity maps, prototype plan, staffing, and council districts). Each project will contain a 3-5 page description.

The summary report will be provided in electronic format to allow the Department to print as many copies as needed. In addition we will also provide a PowerPoint presentation for Departmental use.

I have developed a very simple spreadsheet to identify our time and cost to help with these two steps. Unfortunately, the number of projects makes this a pretty significant undertaking. If we spend an average of 16 hours gathering information on each of the 15 projects, that's over 240 man hours pulling together information. Several of the projects will require more than 16 hours. Likewise, if we spend a day and a half producing a 2-3 page summary on each of the projects, that is another 180 hours.

I realize this is probably more than you have envisioned investing in the project. Unfortunately, when you break it down into individual tasks, you realize it is a lot of work. One option may be to have us help you with the Project Research and work with you on a format for the Summary Document. Departmental staff could then produce the document. This scenario would allow you to keep the fee below \$30,000.

Please review my assumptions and spreadsheet. Let me know if I have misunderstood your goals, or overestimated our involvement. We will adjust our time accordingly.

Karen Brady
Proposal for Assisting with Bond Package
February 1, 2011
Page 3

Finally, we can work with you on a time and expense basis on this project. With this arrangement, we may be able to lower the cost if the process goes faster than expected.

Sincerely,

SITE SOLUTIONS

A handwritten signature in dark ink, appearing to read 'Derek', followed by a long horizontal line extending to the right.

Derek C. Williams, ASLA
President

Fayetteville-Cumberland Parks & Recreation

Bond Proposal

Structural Plan

The following elements will help define, give justification, align resources and show value for the projects listed in the Bond Proposal. The P&R Work Group will take these elements, gather the information and apply when needed.

- The Goal for the Project
- Demographics – age, gender, household, average income, education
- Operating costs
- Fee assumptions
- Revenue potential
- Cost recovery
- Construction costs
- Primary and secondary service areas
- Vicinity maps
- Prototype plan
- Staffing
- Council Districts

Fayetteville-Cumberland Parks and Recreation Capital Projects Bond Proposal

Projects	Description	City Cost	District Cost	Total Cost
Multi Purpose Aquatic Center	Develop a facility between 110,000 - 120,000 sq ft that house existing senior staff and all current programming - 10,000 sq ft for community spaces such as community hall, caterer's kitchen, special events rooms; 15,000 sq ft for activity spaces such as fitness room, walking/jogging track, wood floor studio; 15,000 sq ft for aquatics spaces such as lap pool natatorium 8-lanes, recreation pool, spectator seating; 25,000 sq ft for fieldhouse, 55,000 sq for for 200m 6-lane running track with spectator seating with multiple purpose floor (tennis/indoor soccer).	7,500,000	7,500,000	15,000,000
Community Pools (City)	Develop (4) Neighborhood Family Aquatic Centers, (Service area per AC 5M Radius) features 8-lane 25 yard pool (4425 sq ft) 15' deck (5400 sq ft) a 9,200 sq ft leisure pool with zero beach entry, a 700 sq ft pool with slide, eight shade structures, bathhouse, snack bar, two family changing rooms and locker rooms, with play features, total square footage per NFAC (20,000) Estimated Cost per: \$3 million.	10,500,000		10,500,000

Projects	Description	City Cost	District Cost	Total Cost
Community Pools (District)	Develop (1) Large Community Aquatic center, (Service area AC 15M Radius) features 8-lane 50 meter (12,300 sq ft) 15' deck (8,070 sq ft) with 600 spectator seats, a 13,300 square foot leisure pool, a 2,000 square foot tot/spary pool with slide, a group pavilion, bathhouse, twelve shade structures, snack bar, two family changing rooms and locker rooms, with play features, total square footage per LCAC (36,000), Estimated Cost: \$5.5 million.		7,000,000	7,000,000
Tennis Center	Construct a tennis facility with 22 lighted courts consisting of 4 clay courts, 4 grass courts, 13 hard courts, with covered changeover stations, and (1) championship court with 1,500 speactator seats, a 15,000 square foot pro shop offering restringing, re-gripping, tennis apparel, showers and locker rooms and meeting rooms.	3,000,000	1,000,000	4,000,000

Projects	Description	City Cost	District Cost	Total Cost
Field Road Sports Complex	Develop 50 acre sports site consisting of four (4) 225' youth softball/baseball lighted fields, four (4) 325' adult softball/baseball lighted fields, seven (7) soccer/football 225/360. A 15,000 sq ft clubhouse with concession, catering service, banquet facility, meeting rooms, and lounge. Three (3) 35x45 picnic shelter's with barbecue area, two kids playground area, and 800m walking trail.	2,250,000	2,250,000	4,500,000
Cape Fear River Park	Develop river front property into an enter active/passive park with small amphitheater, boardwalk along river, boat docks, walking/jogging/biking trails that connect to Cape Fear and Linear Park Trails, picnic shelters, playgrounds, restrooms, open green lawns, water features, outdoor freshwater aquarium.	4,000,000	2,000,000	6,000,000
Beaver Dam Recreation Center	Develop new recreation center in the Eastern part of the county 20,000 sq ft with gymnasium, large multipurpose room, fitness room, and small meeting rooms.		2,500,000	2,500,000
Crystal Spring Recreation Center	Develop new recreation center in the South Central part of the city 20,000 sq ft with gymnasium, large multipurpose room, fitness room, and small meeting rooms.	1,250,000	1,250,000	2,500,000

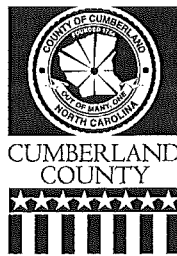
Projects	Description	City Cost	District Cost	Total Cost
Splash Pads City/County	Develop eight (8) 3,000 - 4,000 sq ft zero depth splash pads throughout the county Falcon, Wade, Godwin, Grays Creek, Eastover, Linden Area, Lake Rim Park, with six or seven water features, with recycle water, and two shade structures.	500,000	1,500,000	2,000,000
Multicultural Performing Art Center	Develop a 40,000 sq ft facility with office space, training class rooms, training studio's, 1,000 seat auditorum, exhibition gallery's, dressing rooms, ballrooms/dining rooms, catering kitchen, art galleries.	3,000,000	3,000,000	6,000,000
Skateboard Park	Develop a 20,000 sq ft facility in-ground concrete structure that consist of banks, ledges, streets, and bowls, park lighting, viewing stands, concession area, and fencing.	400,000	400,000	800,000
Neighborhood/ Community Parks	Develop six (6) parks 7-25 acres depending on location, typical facilities: walking trails, picnic shelters with grills, multi-purpose field, playgrounds, tennis courts, parking; Beaver Dam, Sunnyside school area, Grays Creek, South Gate Park, Bailey Lake Road, Montclair Park.	1,000,000	1,000,000	2,000,000

Projects	Description	City Cost	District Cost	Total Cost
Existing Parks and Building Renovation	Using the Master Plan listing we will upgrade and renovate buildings and park grounds, that are aged, infilled by growth, and have tremendous usage (i.e. Dorothy Gilmore building and park, Brentwood School Park, Mazarick Park, Arnette Park, Clark Park, Massey Hill).	1,000,000	500,000	1,500,000
Greenways Acquisition and Development	Land and easement would buy for trails, corridors that allow pedestrains and bicyclist links between communities, schools, parks, and along creeks.	2,000,000	1,500,000	3,500,000
Park Land Acquisition	Monies would be used to purchase existing vacant land or redevelop land for future growth of park facilities.	2,000,000	2,000,000	4,000,000
Planning & Design		3,000,000	1,500,000	4,500,000
Total		41,400,000	34,900,000	\$76,300,000

KENNETH S. EDGE
Chairman

MARSHALL FAIRCLOTH
Vice Chairman

JEANNETTE M. COUNCIL
CHARLES E. EVANS
JIMMY KEEFE
BILLY R. KING
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 14, 2011

ITEM NO. 7A

February 22, 2011 Agenda Item

TO: Board of Commissioners

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

SUBJECT: Cumberland County Local Emergency Planning Committee

BACKGROUND: The Cumberland County Local Emergency Planning Committee currently has one (1) vacancy for an unexpired term:

Law Enforcement Representative

Lieutenant Wade Owen – due to staffing changes within the Fayetteville Police Department, a request was received from the City of Fayetteville Chief of Police Tom Bergamine that Lt. Owen be replaced by
Captain Kenneth Eaker. (See attached.)

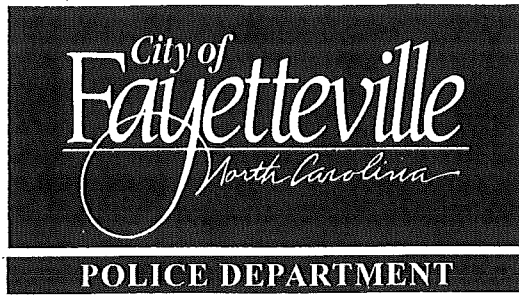
I have attached the current membership list and applicant list for this board. Please note there are no applications on file for this particular category.

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

pc: Greg Phillips, Emergency Services

Attachments

Celebrating Our Past...Embracing Our Future



3 February 2011

Cumberland County Emergency Services Department
ATTN: Greg Phillips
131 Dick Street
Fayetteville, NC 28301

SUBJECT: Law Enforcement Representative

Dear Mr. Phillips:

Due to some staffing changes at the Fayetteville Police Department, I would like to recommend that Lieutenant Wade Owen be replaced by Captain Kenneth Eaker as the Law Enforcement Representative for the Cumberland County Emergency Planning Committee.

We ask that you please share this information with the Board of County Commissioners to make this appointment.

If you'd like to discuss this matter further, please feel free to contact me at (910)433-1819

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Bergamine".

Tom Bergamine
Chief of Police

/klg

Cc: A/C Charles Kimble
Captain Kenneth Eaker
Lieutenant Wade Owen
Candice White, Deputy Clerk, Cumberland County

CUMBERLAND COUNTY
LOCAL EMERGENCY PLANNING COMMITTEE
3 Year Term
(Staggered Terms Initially)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Print and Broadcast Media Representative</u>				
Jackie Tuckey City of Fayetteville Environmental Services 455 Grove Street Fayetteville, NC 28301 Phone: 433-1854	8/10	1 st	Aug/13 8/31/13	Yes
Sally Shutt CC Communications Manager P.O. Box 1829 Fayetteville, NC 28302 Phone: 437-1921	6/10	1 st full	Aug/13 8/31/13	Yes
(eligible to serve an additional 3-year term)				
<u>Operators of Facilities Representative</u>				
Rayford Hunt Hexion Specialty Chemicals 1411 Industrial Drive Fayetteville, NC 28301 485-9269	4/10	1 st	Nov/11 11/30/11	Yes
(serving unexpired term)				
VACANT (vacated by Gene Smith) Goodyear Tire and Rubber 6650 Ramsey Street Fayetteville, NC 28311 893-8213/630-5678 (W)	8/09	1 st	Aug/12 8/31/12	Yes
Mark Faircloth (Eaton Corporation) 338 Hilliard Drive Fayetteville, NC 28311 482-4266/677-5219	10/10	1st	Oct/13 10/31/13	Yes
Antionette Barnes (/F) Purolator Filters 3200 Natal Road Fayetteville, NC 28306 426-4283 (W)	2/10	1st	Dec/12 12/31/12	Yes
(serving 1 st full term-eligible for another 3-year term)				

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Law Enforcement Representative</u>				
Sgt. Erwin Montgomery NC Highway Patrol 2435 Gillespie Street Fayetteville, NC 28306-3053 486-1334	9/09	1st	Sept/12 9/30/12	Yes
Lt. Charles Parker Cumberland Co. Sheriff's Office 131 Dick Street Fayetteville, NC 28301-5750 677-5412	6/10	1 st full	Aug/13 8/31/13	No
VACANT (vacated by Lt. W. Owen) 12/09 Fayetteville Police Department 467 Hay Street Fayetteville, NC 28301-5565 433-1819		1 st	Dec/12 12/31/12	Yes
<u>Emergency Management Representative</u>				
Greg Phillips Cumberland County Emergency Services 131 Dick Street Fayetteville, NC 28301 321-6736	9/10	2nd	Sept/13 9/30/13	No
<u>Community Group Representative</u>				
VACANT (vacated by J. Womble) 8/07		2 nd	Aug/10 8/31/10	No
<u>Transportation Representative</u>				
VACANT (vacated by Eddie Smith) 12/09		1st	Dec/12 12/31/12	Yes
<u>Health Representative</u>				
Buck Wilson Cumberland County Health Dept. 1235 Ramsey Street Fayetteville, NC 28301 433-3707 (W)	01/11	1st	Jan/12 1/31/12	Yes
(serving unexpired term; eligible to serve two additional three-year terms)				

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Hospital Representative</u>				
Scott Tanner Cape Fear Valley Health System 1638 Owen Drive Fayetteville, NC 28304 615-7914 (W) / 315-4672 (H)	9/09	1st	Sept/12 9/30/12	Yes
<u>Fire Fighting Representative</u>				
Assistant Chief Thomas M. Allen Fire/Emergency Management City of Fayetteville 433 Hay Street Fayetteville, NC 28301 433-1009	10/08	1 st	Dec/11 12/31/11	Yes
<u>First Aid Representative</u>				
Kevin Brunson Cape Fear Valley Emergency Medical Services 610 Gillespie Street Fayetteville, NC 28306 615-5652 (W) / 476-4565 (C)	11/10	1 st full	Nov/13 11/30/13	Yes
<u>At-Large Representative</u>				
Phillip McCorquodale 2413 Cleveland Avenue Fayetteville, NC 28312 323-4112/323-9600 (W)	4/10	1 st	April/13 04/30/13	Yes
Richard A. King 658 Glenola Street Fayetteville, NC 28311 488-2492/977-3118 (W)	6/10	1st	Aug/13 08/31/13	Yes
<u>Local Environmental Representative</u>				
Paul Rawls 225 Green Street, Suite 714 Fayetteville, NC 28301 424-5556 (H) / 433-3324 (W)	2/10	1st	Feb/13 2/28/13	Yes
<u>Utilities Representative</u>				
Ray Jackson (/M) Public Works Commission 955 Old Wilmington Road Fayetteville, NC 28301 223-4118	8/09	1 st	Aug/12 8/31/12	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Andrew Moore Directorate of Public Works Environmental Compliance Branch 2175 Reilly Road, Stop A Fort Bragg, NC 28310 813-8506	8/10	1 st	Aug/13 8/31/13	Yes

Ex-Officio Members:

Elected Official Representative (Liaison)

Ed Melvin, County Commissioner

Emergency Management

Kenny Currie, Cumberland County Emergency Services

Fayetteville Fire/Emergency Management

Bennie Nichols, Chief, Fayetteville Fire Department

Dale Iman, City Manager

James Martin, County Manager

Contact: Kenny Currie, Director – Emergency Services – x7688 or Gloria Simms

Meets quarterly on the last Thursday of the month in January, April, July & October at 10:00 am – PWC
Office, 955 Old Wilmington Road

APPLICANTS FOR
CUMBERLAND COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

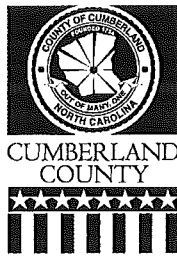
NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
BERRY-CABAN, CRISTOBAL S. (H/M) 412 CITY VIEW LANE FAYETTEVILLE, NC 28301 (813) 451-3004/907-8844 (W) **SERVES ON ANIMAL SERVICES BOARD**	CHIEF-CLINICAL INVESTIG. WOMACK	PhD; MA
BEYER, FRED L. 1709 HATHERLEIGH PLACE FAYETTEVILLE, NC 28304-2510 860-0610 (H) / 818-6855 (C)	RETIRED CC SCHOOL SYSTEM	BS/MEd
CARBAUGH, DONNA (W/F) 903 HEMLOCK DRIVE FAYETTEVILLE, NC 28304 339-6851	UNEMPLOYED SOCIAL WORK PSYCHOLOGIST	BS; MS; PhD
CARTER, JAMES DANA II 630 DEVOE AVENUE FAYETTEVILLE, NC 28314 237-8796/703-220-2799	LOGISTICS COORDINATOR	BA
DAVIS, JOSEPH B. 721 CARNEGIE DRIVE FAYETTEVILLE, NC 28311 488-4629 (H) / 797-1809 (W)	CONTRACTOR	HS; 2 YRS COLLEGE
FOGLE, MARSHA (W/F) PO BOX 278 STEDMAN, NC 28391 483-9579 (H) **SERVES ON PARKS AND RECREATION ADVISORY BOARD**	RETIRED COUNTY CLERK	NONE LISTED
GAINEY, CHERYL (W/F) 4685 VIRSALLI LOOPE HOPE MILLS, NC 28348 486-4351/672-1062 (W)	ACCTS PAYABLE, SUPERVISOR – FSU	MASTER OF DIVINITY
HALL, J. F. (W/M) 6772 FAIRCLOTH BRIDGE ROAD STEDMAN, NC 28391 483-6239/850-0946(C)	RETIRED-DUPONT FARMER/LAWN CARE 46 YRS COUNTY FIRE SERVICE	HS
HICKS, MARYBETH (W/F) 936 MCKIMMON ROAD FAYETTEVILLE, NC 28303 229-3145/(614)595-3857 (C) **SERVES ON MID-CAROLINA AGING ADVISORY COMMITTEE**	HOMEMAKER	SOME COLLEGE
KOWAL, ANDREW (W/M) 3512 EDGESIDE COURT FAYETTEVILLE, NC 28303 487-7989 (H) / 867-8673 (W)	EMERGENCY MGMT DIRECTOR RDR INC	BS BIOLOGY MS INTL RELATIONS

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
MITCHELL, CLIFFORD 641 JOHNSON STREET FAYETTEVILLE NC 28303-3618 920-3153	UNEMPLOYED	TECHNICAL-VARIED
MYRICK, GORDON (B/M) 7864 LOXLEY DRIVE FAYETTEVILLE, NC 28314 867-3532/643-8808	HOUSING INSPECTOR FT BRAGG DEPT OF PUBLIC WORKS	HS; COMMUNITY COLLEGE
OATMAN, LEWIS SCOTT 5575 HALLWOOD DRIVE HOPE MILLS, NC 28348 425-8450/822-7119 (W)	HEALTH CARE ADMINISTRATOR	BS IN BUSINESS ADMIN MSA IN BUSINESS
SERVES ON SENIOR CITIZENS ADVISORY COMMISSION		
ROGERS, TERRESA 313 HAMILTON STREET FAYETTEVILLE, NC 28301 822-4289 / 488-2120 ext. 7494 (W)	RN-VA MEDICAL CENTER	COLLEGE GRADUATE
SERVES ON CRIMINAL JUSTICE PARTNERSHIP ADVISORY BOARD		
SANDERS, BEVERLY DAVIS (AA/F) 605 LEVENHALL DRIVE FAYETTEVILLE, NC 28314-2629 868-9788	RETIRED	MD DEGREE
SERVES ON MID-CAROLINA AGING ADVISORY COMMITTEE		
SHECKELS, JAMES A. (W/M) 6916 GLYNN MILL FARM DRIVE FAYETTEVILLE, NC 28306-9516 426-2766 (H) / 243-1950 (W)	CIVIC SERVICE RETIRED US ARMY	BA – BUSINESS MGT MA – SECURITY MGT
TALLEY, WAYNE (B/M) 740 KENSINGTON PARK ROAD FAYETTEVILLE, NC 28311 822-5986 (H) / 689-4833 (W)	ANALYST TRAINER	BA-HOSPITAL ADMIN BS-LIBERAL STUDIES
WILLIAMS, ARNOLD (W/M) 1610 HICKORY RIDGE COURT FAYETTEVILLE, NC 28304 864-5152	CONSULTANT RETIRED ARMY	AA – BUSINESS

KENNETH S. EDGE
Chairman

MARSHALL FAIRCLOTH
Vice Chairman

JEANNETTE M. COUNCIL
CHARLES E. EVANS
JIMMY KEEFE
BILLY R. KING
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 11, 2011

ITEM NO. 7B

February 22, 2011 Agenda Item

TO: Board of Commissioners

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

SUBJECT: Equalization and Review Board

The Equalization and Review Board will have the following one (1) vacancy on March 31, 2011:

Real Estate Agent Position

Kathy Olsen – completing first term. Eligible for reappointment.
Recommendation is for reappointment of Kathy Olsen. (See attached.)

I have attached the current membership list and applicant list for this Board.

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

Attachments

pc: Aaron Donaldson, Tax Administrator

Celebrating Our Past...Embracing Our Future

Candice White

From: Aaron Donaldson
Sent: Wednesday, January 19, 2011 4:28 PM
To: Candice White
Subject: Equalization and Review Board

Candice:

I just spoke with Kathy Olsen about reappointment to the Board of Equalization and Review. She is definitely interested and would gladly accept a second term. Kathy has been a good board member and I also recommend she be reappointed.

Thanks,
Aaron Donaldson
Tax Administrator

EQUALIZATION AND REVIEW BOARD

3 Year Term

(All terms expire in March with no more than five expiring in the same year; consistent with the resolution establishing the board as adopted by the Board of Commissioners on September 5, 1989.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>Appraiser</u>				
Steven A. Parsons (W/M) 3701 Clearwater Drive Fayetteville, NC 28311 822-4155/988-3879 (W)	3/10	2nd	Mar/13 3/31/13	No
<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
David Duria (/M) 6437 Pericat Drive Fayetteville, NC 425-5771/797-9688 (C)	3/10	1 st	Mar/13 3/31/13	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

(All terms expire in March with no more than five expiring in the same year; consistent with the resolution establishing the board as adopted by the Board of Commissioners on September 5, 1989.)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Industrialist</u> W. Carroll Beard, Jr. (W/M) 2524 Fordham Drive Fayetteville, NC 28304 485-7050/818/9797	3/10	2nd	Mar/13 3/31/13	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: W. Carroll Beard, Jr.
1st Vice Chairman: George Turner
2nd Vice Chairman: Kathy Olsen

Meetings: 2nd Wednesday of every month – 3:30 PM (except July)
Courthouse – Room 564
(No meetings in July)

Contact: Aaron Donaldson
Tax Admin.

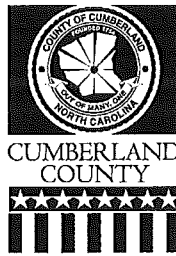
APPLICANTS FOR
EQUALIZATION AND REVIEW BOARD

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
ROGERS, TERRESA 313 HAMILTON STREET FAYETTEVILLE, NC 28301 822-4289 / 488-2120 ext. 7494 (W)	RN-VA MEDICAL CENTER	COLLEGE GRADUATE
SERVES ON CRIMINAL JUSTICE PARTNERSHIP ADVISORY BOARD		

KENNETH S. EDGE
Chairman

MARSHALL FAIRCLOTH
Vice Chairman

JEANNETTE M. COUNCIL
CHARLES E. EVANS
JIMMY KEEFE
BILLY R. KING
EDWARD G. MELVIN



MARIE COLGAN
Clerk to the Board

CANDICE WHITE
Deputy Clerk

BOARD OF COMMISSIONERS

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February 11, 2011

ITEM NO. 7C

February 22, 2011 Agenda Item

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

The Tourism Development Authority will have the following one (1) vacancy on March 31, 201:

Hotel/Motels Over 100 Rooms Representative:

Sue Wooster – completing first term. Eligible for reappointment and willing to serve an additional three-year term. (See attached.)

I have attached the current membership list and applicant list for this board.

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

Attachments

pc: Marie Colgan, Clerk to the Board

Celebrating Our Past...Embracing Our Future

Candice White

From: Marie Colgan
Sent: Tuesday, January 18, 2011 1:06 PM
To: Candice White; Vivek Tandon; James Martin
Subject: FW: TDA Membership

fyi

Marie Colgan
Clerk to the Board
Cumberland County
PO Box 1829
Fayetteville, NC 28302
(910) 678-7771

-----Original Message-----

From: Sue Wooster [mailto:Sue.Wooster@hilton.com]
Sent: Tuesday, January 18, 2011 12:05 PM
To: Marie Colgan
Subject: RE: TDA Membership

Marie,
Thank you for contacting me. I will be able to serve an additional term.
Sincerely,
Sue Wooster
General Manager
Hampton Inn
1922 Cedar Creek Road
Fayetteville, NC 28312
910-323-0011

From: Marie Colgan [mailto:mcolgan@co.cumberland.nc.us]
Sent: Tuesday, January 18, 2011 11:36 AM
To: Sue Wooster; Patricia Bush-McManus
Subject: TDA Membership

Please see attached notice and let me know if you will be able to accept a reappointment to the TDA board.

Thanks
Marie

Marie Colgan
Clerk to the Board
Cumberland County
PO Box 1829
Fayetteville, NC 28302
(910) 678-7771

-----Original Message-----

From: Marie Colgan [mailto:mcolgan@co.cumberland.nc.us]
Sent: Tuesday, January 18, 2011 11:30 AM
To: Marie Colgan
Subject:

This E-mail was sent from "RNPCA6E87" (Aficio MP C4500).

Scan Date: 01.18.2011 11:29:52 (-0500)

This transmission is not a digital or electronic signature and cannot be used to form,

TOURISM DEVELOPMENT AUTHORITY
3 Year Terms

7/10

<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)	4/10	2nd	April/13 4/30/13	No
William S. Wellons, Jr. 406 Overton Place Fayetteville, NC 28303 868-5425/436-3131 (W)	7/10	1 st full term	August/13 8/31/13	Yes
<u>Hotel/Motel over 100 rooms Representatives:</u>				
Vivek Tandon (A/M) 2857 Skye Drive Fayetteville, NC 28303 323-9070/436-1900(W)	3/10	2nd	March/13 3/31/13	No
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 (January/April/July/October) - 4th Wednesday – 8:00 AM – Room 564

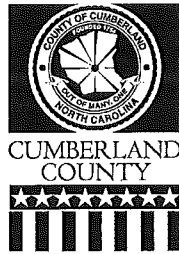
APPLICANTS FOR
TOURISM DEVELOPMENT AUTHORITY

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
ANSTEAD, PATRICK RYAN (W/M) 437 KINGSFORD ROAD FAYETTEVILLE NC 818-7968	LEGAL ASSISTANT	BA
BARNARD, STEVEN (W/M) 211 AZALEA BLUFF DRIVE FAYETTEVILLE, NC 28301 264-8320 (H) / 454-5177 (W)	MILITARY CIVIL AFFAIRS	BS, M.ED.
DAVIS, JOSEPH B. 721 CARNEGIE DRIVE FAYETTEVILLE, NC 28311 488-4629 (H) / 797-1809 (W)	CONTRACTOR	HS; 2 YRS COLLEGE
FAIRLEY, ROLAND A., SR (B/M) 219 MURRAY FORK DRIVE FAYETTEVILLE, NC 28314 764-1598/678-2016	ASSESSMENT CLERK	HS, SOME COLLEGE
FOGLE, MARSHA (W/F) PO BOX 278 STEDMAN, NC 28391 483-9579 (H)	RETIRED COUNTY CLERK	NONE LISTED
SERVES ON PARKS AND RECREATION ADVISORY BOARD		
O'KELLEY, SHEILA 2325 GREYGOOSE LOOP FAYETTEVILLE, NC 28306 213-4161/364-5246	NONPROFIT DIRECTOR THE JEMS PROJECT INC	HS
SHELTON SR., MICHAEL TORAIN (-/M) 3529 THAMESFORD RD FAYETTEVILLE, NC 28311 482-4495/630-3830	TRAVEL AGENT SELF EMPLOYED	AS – BANKING/FINANCE
STEWART, JAMESON C. (W/M) 3533 GODWIN CIRCLE FAYETTEVILLE, NC 28312 874-5930/678-9897 (W)	SENIOR AUDIO VISUAL TECH – FTCC	AAA – ELECTRONICS ENG.
WHITTEMORE, APRIL (I/F) 4823 REDWOOD DRIVE FAYETTEVILLE, NC 28304 977-7796	HUMAN RESOURCES NATIVE ANGELS	DOUBLE MASTERS – COUNSELING/HR

KENNETH S. EDGE
Chairman

MARSHALL FAIRCLOTH
Vice Chairman

JEANNETTE M. COUNCIL
CHARLES E. EVANS
JIMMY KEEFE
BILLY R. KING
EDWARD G. MELVIN



MARIE COLGAN
Clerk to the Board

CANDICE WHITE
Deputy Clerk

BOARD OF COMMISSIONERS

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February 11, 2011

ITEM NO. 8A

February 22, 2011 Agenda Item

TO: Board of Commissioners

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

SUBJECT: Air Quality Stakeholders' Committee

BACKGROUND: On February 7, 2011, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Air Quality Stakeholders' Committee:

Town of Eastover Stakeholder: **Henry L. Tew** (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
Alderman Debora Hudson 1223 Wilderness Drive Spring Lake, NC 28390 583-2053/436-0241 Town Hall deboraj48@yahoo.com	Town of Spring Lake	3/10	1 st	Mar/13 3/31/13	Yes
Commissioner Eddie Maynor Town of Hope Mills PO Box 367 Hope Mills, NC 28348 424-4555/484-4214/286-3214 pcregister@town.hope-mills.nc.us	Town of Hope Mills	2/10	2nd	Feb/13 2/28/13	No
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

AIR QUALITY STAKEHOLDERS COMMITTEE – Page 2

<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
Dr. Cynthia Norris 6525 Windy Creek Way Fayetteville, NC 28306 429-3258 / 323-9111 (W)	Board of Health	4/10	1st	April/13 4/30/13	Yes
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
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.

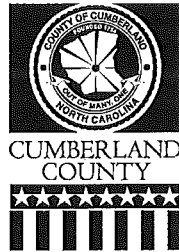
Contact/Staff: Rick Heicksen and Maurizia Chapman – Planning Department – x7615 (fax 678-7638)

Meetings: 2nd Thursday, Quarterly (Jan, Apr, July, Oct) at 6:00 pm (Hearing Room 3, Historic Courthouse)

KENNETH S. EDGE
Chairman

MARSHALL FAIRCLOTH
Vice Chairman

JEANNETTE M. COUNCIL
CHARLES E. EVANS
JIMMY KEEFE
BILLY R. KING
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
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February 11, 2011

ITEM NO. BB

February 22, 2011 Agenda Item

TO: Board of Commissioners

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

SUBJECT: Animal Services Board

BACKGROUND: On February 7, 2011, the Board of Commissioners nominated the following individuals to fill two (2) vacancies on the Animal Services Board. One of the vacancies is for an unexpired term due to the resignation of Dr. Kimberly Luddington effective February 7, 2011. The unexpired term will expire on June 30, 2013.

At-Large Positions

Christine E. Powell (new appointment)

Robert A. Kater (new appointment)

Burton Lawson (new appointment)

Victor Hogan (new appointment)

I have attached the current membership list for this board.

PROPOSED ACTION: Appoint individuals to fill the two (2) vacancies above.

Attachment

pc: Dr. John Lauby, Animal Services Director

Celebrating Our Past...Embracing Our Future

ANIMAL SERVICES BOARD
3 Year Term
(Terms extended from 2 to 3 years on 8/5/02)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Knowledge & Experience in Dog Behavior and/or Handling Position</u>				
Tolulope Adeyemi (/M) 8118 French Horn Lane Fayetteville, North Carolina 28314 583-9408/487-3959	8/09	1st	Aug/12 8/31/12	Yes
<u>Promoting Goals of the Animal Protection Society or the Humane Society or Another Such Broadly- Based and Representative Organization Interested in the Care and Protection of Animals Position</u>				
Cristobal S. Berry-Caban (H/M) 412 City View Lane Fayetteville, North Carolina 28301 813-451-3004/907-8844 (W)	8/09	1st	Aug/12 8/31/12	Yes
<u>Ex-Officio - The Veterinarian on Contract to the Animal Services Department Position</u>				
VACANT (Dr. J. Lauby resigned) East Fayetteville Veterinary Clinic 118 Cedar Creek Road Fayetteville, North Carolina 28312	6/07	4 th	June/10 6/30/10	Yes
<u>At-Large Positions</u>				
VACANT (vacated by Dr. Luddington)	6/10	2nd	June/13 6/30/13	No
VACANT (vacated by W. Owens)	6/07	2 nd	June/10 6/30/10	No
<u>City of Fayetteville Resident Positions</u>				
Dell Caramanno 5578 Quietwood Place Fayetteville, NC 28303 423-2622	10/10	1 st	June/11 6/30/11	Yes
Patricia Rigsby 705 McPherson Avenue Fayetteville, North Carolina 28303 717-0921/308-8999 (W)	6/09	2nd	June/12 6/30/12	No

Commissioner Liaison:

Chairman Billy R. King (Beginning in March 2010, Chairman will serve as Commissioner Liaison.)

Board was established by ordinance adopted on January 4, 1999.

Meetings: Bi monthly (Feb./Apr./June/Aug./Oct./Dec.) – 1st Monday (*no meetings held on first or last day of any month*) - 6:00 PM - 4704 Corporation Dr. Contact: Linda Morrison/or Dr. John Lauby, Animal Services Director 321-6851

KENNETH S. EDGE
Chairman

MARSHALL FAIRCLOTH
Vice Chairman

JEANNETTE M. COUNCIL
CHARLES E. EVANS
JIMMY KEEFE
BILLY R. KING
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 11, 2011

ITEM NO. 8C

February 22, 2011 Agenda Item

TO: Board of Commissioners

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

SUBJECT: Fayetteville Area Convention and Visitors Bureau

BACKGROUND: On February 7, 2011, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Fayetteville Area Convention and Visitors Bureau:

Hotels/Motels Over 100 Rooms Representative Position
Billy Wellons (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: John Meroski, FACVB

Celebrating Our Past...Embracing Our Future

FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU
BOARD OF DIRECTORS
3 Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Hotel/Motels under 100 rooms Representatives:</u>				
Dan Roberts (-/-) Wingate Inn 4182 Sycamore Dairy Road Fayetteville, NC 28303	12/08	1 st	Dec/11 12/31/11	Yes
Manish Mehta 229 Forest Creek Drive Fayetteville, NC 28303 494-1918	01/11	1 st	Dec/13 12/31/13	Yes
<u>Hotel/Motel over 100 rooms Representatives:</u>				
Chintan Patel (I/M) Baymont Inn 2910 Sigman Street Fayetteville, NC 28303 485-0520(W)	12/08	2 nd	Dec/11 12/31/11	No
Charles R. Wellons, II (W/M) 174 Ellerslie Fayetteville, NC 28303 864-4893/436-3131(W)	12/07	2 nd	Dec/10 12/31/10	No
<u>At Large</u>				
Gwen Holloman (B/F) 721 Edgehill Road Fayetteville, NC 28314 868-1691/261-7813 (C)	6/09	1 st	June/12 6/30/12	Yes
<u>Representative, Hotel/Motel with meeting space in excess of 6,000 square feet</u>				
<u>Board of Directors Appointee:</u>				
Balbir S. (Bill) Brar, Owner Fayetteville Doubletree Hotel 1965 Cedar Creek Road Fayetteville, NC 28312 323-8282	12/09			

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
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Hotel/Motel Representative

Board of Directors Appointee:

Subodh Thakur 7/97

Villager Lodge and Shangri La Motel

521 Ramsey Street

Fayetteville, NC 28301-4911

483-2621(W)

Chamber of Commerce Representative:

Henry Holt

Holt Oil

P. O. Box 53157

Fayetteville, NC 28303

Ex-officio Members:

James Martin, County Manager

Karen Long, CEO/Coliseum Complex Manager

Dale Iman, City Manager

Commissioner Liaison: Commissioner Jimmy Keefe

Contact: John Meroski (or Tammy Johnson), Fayetteville Area Convention & Visitors' Bureau – 483-5311

Meetings: Second Thursday of every other month (starting in January) at 12:00 pm – Fayetteville Area Convention and Visitors Bureau, Board Room, 245 Person Street

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Chairman

MARSHALL FAIRCLOTH
Vice Chairman

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February 11, 2011

ITEM NO. 81

February 22, 2011 Agenda Item

TO: Board of Commissioners

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

SUBJECT: Nursing Home Advisory Board

BACKGROUND: On February 7, 2011, the Board of Commissioners nominated the following individuals to fill one (1) vacancy for an initial term on the Nursing Home Advisory Board:

Rasheeda Reid (new appointment)

Barbara Spigner (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: Andrea Wright-Valdez, Mid-Carolina Area Agency on Aging

Celebrating Our Past...Embracing Our Future

NURSING HOME ADVISORY BOARD
3 Year Term
(Initial Appointment One Year)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
VACANT (vacated by Doris Wilson)	4/10	Initial	April/11 4/30/11	Yes
Tom Lloyd (W/M) 1306 Berkshire Road Fayetteville, NC 28305 574-3177/678-7618(W)	8/08	1 st	Aug/11 8/31/11	Yes
Martha McKoy P.O. Box 42152 Fayetteville, NC 28309 423-0771	9/08	2 nd	Sept/11 9/30/11	No
Dr. John Briggs (W/M) 2910 Hybart Street Fayetteville, NC 28303 867-1493	2/09	1 st	Feb/12 2/28/12	Yes
Sonja Council 950 Stewarts Creek Drive Apt. 1 Fayetteville, NC 28314 864-1651/609-6139 (W)	8/10	Initial	Aug/11 8/31/11	Yes
Hervenna Pannell (B/F) 1821 Eichelberger Drive Fayetteville, NC 28303 822-8516/907-9355(W)	2/09	2 nd	Feb/12 2/28/12	No
Clyde E. Hammond (W/M) 1802 Flintshire Road Fayetteville, NC 28304 425-2774	08/08	1 st	Aug/11 8/31/11	Yes
Cenitra McLaughlin (B/F) 6220 Birchbrook Drive Hope Mills, NC 28348 868-4966/229-6441	04/10	1st	Apr/13 4/30/13	Yes
Toney Edwards (B/M) 3622 Clearwater Drive Fayetteville, NC 28311 822-4261/864-6262	1/09	1 st	Jan /12 1/31/12	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Norton Campbell 5143 Ponderosa Drive Fayetteville, NC 28304 568-4171	10/10	Initial	Oct/11 10/31/11	Yes
Cassandra White Haire (B/F) 515 Albany Street Fayetteville, NC 28301 728-0175 (C)	4/10	1st	Apr/13 4/30/13	Yes

CONTACT: Andrea Wright -Valdez, Mid-Carolina Area Agency on Aging
P. O. Box 1510, Fayetteville, NC 28302, (Phone: 323-4191, ext. 25)

3rd Thursday of the last month of each quarter (March, June, September and December) at 1:00 PM - at various nursing homes in the county.