# AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE – ROOM 118 JUNE 20, 2011 6:45 PM

**INVOCATION - Commissioner Charles Evans** 

PLEDGE OF ALLEGIANCE – Trenton Ray Atwater, 2<sup>nd</sup> Grader, Gray's Creek Elementary School

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

Special Recognition of Commissioner Kenneth Edge for attendance at the NACO 2011 County Leadership Institute

- 1. Approval of Agenda
- 2. Consent Agenda
  - A. Approval of minutes for the June 6, 2011 regular meeting, May 31, 2011 Budget Presentation and June 2, 2011 Department Head Appeals/Budget Work Session.
  - B. Approval of Resolution for Hope Mills Fireworks Authority.
  - C. Approval of the Cumberland County Juvenile Crime Prevention Council Contracts Representing Funding Allocations for July 1, 2011 through June 30, 2012.
  - D. Approval of Proclamation in Support of June 27, 2011 as "National HIV Testing Day".

- E. Approval of the FY12 Home and Community Care Block Grant for Older Adults Agreement Between County of Cumberland and Mid-Carolina Area Agency on Aging and 2011-2012 County Funding Plan.
- F. Approval of Bid Award for Reroofing Projects for Landscaping Building and Sheriff's Annex.
- G. Consideration of Approval of Affordable Housing Loan Subordination Agreement for Southview Villas.
- H. Approval of the Release of Closed Session Minutes.
- I. Budget Revisions:
  - (1) Eastover Sanitary District Water Project

Revision in the amount of \$95,565 to recognize additional revenue earned from tap fees (\$42,075) and contractors sales tax refunds (\$53,490). (B11-411) **Funding Source – Fees and Refunds** 

- (2) Solid Waste
  - a. Recycling Revision in the amount of \$297,000 to appropriate fund balance to purchase equipment. (B11-401) Funding
     Source Solid Waste Fund Balance
  - b. Ann Street Revision in the amount of \$331,529 to appropriate fund balance to purchase equipment. (B11-400) Funding Source Solid Waste Fund Balance
- (3) School Capital Outlay Lottery/Special Sales Tax

Revision in the amount of \$23,832 to reallocate budgeted revenue from Lottery Funds to Sales Tax Proceeds to pay interest on construction bonds. (B11-406 and B11-406A) Funding Source – Reallocation of Budgeted Revenue

(4) Recreation

Revision in the amount of \$100,000 to recognize additional revenue anticipated to earn for the remainder of the fiscal year. (B11-416) **Funding Source – Recreation Tax** 

### (5) Health

South Central Partnership for Public Health - Revision in the amount of \$11,000 to recognize state funding. (B11-407) **Funding Source – State** 

### (6) Soil and Water Conservation District

Revision in the amount of \$3,104 to recognize fundraiser revenue earned during FY2011. (B11-404) **Funding Source – Fundraiser** 

### (7) NORCRESS

Revision in the amount of \$123,671 to appropriate fund balance for the manhole rehabilitation project in the Town of Wade. (B11-385) **Funding Source – NORCRESS Fund Balance** 

### (8) Eastover Sanitary District

- a. Revision in the amount of \$26,000 to appropriate fund balance for additional engineering expense. (B11-412)
   Funding Source Eastover Sanitary District Fund Balance
- b. Revision in the amount of \$50,000 to appropriate fund balance to transfer funds to the Eastover Sanitary District Sewer Phase II fund for initial expenses. (B11-413 and B11-413A) Funding Source Eastover Sanitary District Fund Balance

### (9) Mental Health

a. Adult Contracts - Revision in the amount of \$81,286 to recognize additional state funding for FEMA Crisis Counseling (B11-408) **Funding Source – State** 

b. Smart Start – Revision in the amount of \$4,700 to recognize additional state funding. (B11-409) **Funding Source - State** 

### (10) Fire Districts

Revisions in the total amount of \$75,000 to recognize additional revenue anticipated to earn for the remainder of the fiscal year. (B11-417 thru B11-422) **Funding Source – Fire District Tax** 

### (11) Library

Revision in the amount of \$6,503 to recognize funds received by contribution. (B11-423) **Funding Source - Contribution** 

### 3. Public Hearings

### **Uncontested Rezoning Case**

A) Case P11-24: Rezoning of 11.57+/- acres from A1 Agricultural to R20 Residential or to a more restrictive zoning district, located at the southwest quadrant of H Bullard Road and Cypress Lakes Road, submitted by Charles H. and Charles T. Gardner (owners).

### **Uncontested Conditional Zoning Case**

B) Case P11-18: Rezoning of 3.06+/- acres from A1A Agricultural to C(P) Planned Commercial/CZ Conditional Zoning District for a "for profit" recreation/amusement facility, indoor and outdoor or to a more restrictive zoning district; located at 8640 Burnett Road; submitted by Ronald W. and Jennifer Wood Lewis (owners).

### **Contested Case**

C) Case P11-22: Rezoning of 23.78+/- acres from A1 Agricultural to R15 Residential or to a more restrictive zoning district; located on the northwest side of Ramsey Street northeast W Reeves Bridge Road; submitted by W. Stan Taylor (Trustee) on behalf of KM Taylor Family Trust (owner).

### **Other Public Hearings**

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

### **Minimum Housing Code Enforcement**

E. Case Number: MH6332-2010
Property Owner: Jean Hamp Ellis
Property Location: 370 Brooklyn Circle
Parcel Identification Number: 0423-29-0651

F. Case Number: MH6335-2010
Property Owner: Mae Bell Bonner
Property Location: 629 Chapel Hill Road
Parcel Identification Number: 0502-92-4366

G. Case Number: MH6429-2011
Property Owner: Seung K & Hee Sook Chai
Property Location: 2967 Dunn Road
Parcel Identification Number: 0468-15-4156

H. Case Number: MH6334-2010
 Property Owner: Daniel Gregory Martin
 Property Location: 216 Hulon Street
 Parcel Identification Number: 0424-20-6174

I. Case Number: MH6273-2010 Property Owner: Kenneth R. & Karen L. Few

Property Location: 4760 NC Highway 210 S Parcel Identification Number: 1430-74-0526

### Items of Business

- 4. Consideration of Cumberland County Policy Committee Report and Recommendations:
  - A) Gray's Creek Water and Sewer District Water Use Ordinance.
  - B) Guidelines for Hiring Temporary and Part-time Employees.
- 5. Consideration of Designation of Voting Delegate for NACo Conference.

- 6. Consideration of Memorandum of Understanding with FTCC Regarding the Transfer of Workforce Development Program.
- 7. Update on Refinancing of Two Prior Installment Contracts in the Amount of \$44.5M originally scheduled to be issued in January of 2011 with the 2010 QSCBS's.
- 8. Consideration of Preliminary Redistricting Analysis.
- 9. Consideration of Amendment No. 1 to the Moseley Architects Agreement for Architectural Services for the Cumberland County Detention Center Expansion.
- 10. Nominations to Boards and Committees
  - A. Adult Care Home Community Advisory Committee (1 Vacancy)
  - B. Cumberland County Workforce Development Board (1 Vacancy)
  - C. Cumberland County Criminal Justice Partnership Advisory Board (1 Vacancy)
  - D. Cumberland County Home and Community Care Block Grant Committee (1 Vacancy)
  - E. Parks and Recreation Advisory Commission (4 Vacancies)
- 11. Appointments to Boards and Committees
  - A) Adult Care Home Community Advisory Committee (2 Vacancies)

Nominees: Mary Ann Ayars (Reappointment)

Rasheedah Reid

B) Child Homicide Identification and Prevention (CHIP) Council (1 Vacancy)

Nominee: A Representative of the Cumberland County Board of

Commissioners

Commissioner Marshall Faircloth (Reappointment)

C) Cumberland County Juvenile Crime Prevention Council (1 Vacancy)

Nominee: At-Large Representative

Doug Parrish (Reappointment)

D. Joint Appearance Commission (2 Vacancies)

Nominees:

Susan Reid

Victor Hogan

E. Nursing Home Advisory Board (3 Vacancies)

Nominees:

Tom Lloyd (Reappointment)

Sonja Council (Reappointment)

Clyde E. Hammond (Reappointment)

F. Southeastern Economic Development Commission (SEDC) (1 Vacancy)

RECESS THE BOARD OF COMMISSIONERS' MEETING.

CONVENE THE NORCRESS WATER & SEWER DISTRICT GOVERNING BOARD MEETING (SEE SEPARATE AGENDA) /ADJOURN

RECONVENE THE REGULAR BOARD OF COMMISSIONERS MEETING.

12. Closed Session:

A. Economic Development Matter Pursuant

to NCGS 143.318(11)(a)4

B. Attorney Client Matter

Pursuant to NCGS 143-318.11(a)(3).

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

\*\*\*NOTE: THERE ARE NO BOARD OF COMMISSIONERS MEETINGS SCHEDULED IN JULY\*\*\*

**MEETINGS:** August 1, 2011 - (Monday) – 9:00 AM

August 15, 2011 - (Monday) - 6:45 PM September 6, 2011 - (Tuesday) - 9:00 AM September 19, 2011 - (Monday) - 6:45 PM 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

ITEM NO.

### **BOARD OF COMMISSIONERS**

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

### MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF JUNE 20, 2011

TO:

**BOARD OF COUNTY COMMISSIONERS** 

FROM:

CANDICE H. WHITE, DEPUTY CLERK TO THE BOARD

THROUGH: MARIE COLGAN, CLERK TO THE BOARD

DATE:

**JUNE 10, 2011** 

**SUBJECT:** 

HOPE MILLS FIREWORKS AUTHORITY

### **BACKGROUND**

In a letter dated June 9, 2011 (see attached), the Town of Hope Mills requested permitting authority for fireworks within its corporate limits. NCGS § 14-413(a1) authorizes Board of Commissioners to grant this authority.

By virtue of a standing resolution adopted on June 7, 2010 (see attached), "the Cumberland County Board of Commissioners does hereby grant unto the governing board of the Town of Hope Mills the authority to issue permits for and otherwise enforce the provisions of NCGS Chapter 14, Article 54 and Chapter 33 of the State Fire Code for pyrotechnics to be exhibited, used, or discharged within the corporate limits of the Town of Hope Mills for use in connection with the conduct of concerts or public exhibitions. This resolution shall remain in effect until withdrawn by the Cumberland County Board of Commissioners."

### RECOMMENDATION/PROPOSED ACTION

For information only; no action required.

Celebrating Our Past...Embracing Our Future



# TOWN OF HOPE MILLS

5770 ROCKFISH ROAD • HOPE MILLS, NORTH CAROLINA 28348-1848 TELEPHONE (910) 424-4555 • FAX (910) 424-4902

on angagarang 10 galawa a manjangan diapak gunya da am ang mandi asak ji d Ngagarang mga kalawang kalaman na mangang mga apalah mangana mili angah kalaman na mga kalaman na mga kalaman n

June 9, 2011

Chairman Kenneth S. Edge Cumberland County Board of Commissioners Post Office Box 1829 Fayetteville, NC 28302

RE: Request to issue permits for pyrotechnics

Dear Chairman Edge:

In accordance with North Carolina General Statutes 14-413 (a-1), the county has the authority to authorize the governing body of any town within the county the ability to issue permits pursuant to the provisions of this Article for pyrotechnics to be exhibited, used, or discharged within the corporate limits of the town for use in connection with public exhibitions.

The Town of Hope Mills request that Cumberland County authorize the Hope Mills Board of Commissioners to issue permits for pyrotechnics to be exhibited, used, or discharged within the town limits.

The Town of Hope Mills has a full-time municipal fire department with qualified staff to issue permits and provide the necessary inspections.

If additional information is needed, give me a call.

Sincerely,

Randy Beeman Town Manager

cc: Chuck Hodges, Hope Mills Fire Chief

File

### **CUMBERLAND COUNTY BOARD OF COMMISSIONERS**

# RESOLUTION GRANTING PERMITTING AUTHORITY FOR THE EXHIBITION, USE OR DISCHARGE OF PYROTECHNICS WITHIN THE CORPORATE LIMITS OF THE TOWN OF HOPE MILLS PURSUANT TO N.C.G.S § 14-413(a1)

Whereas, for the purpose of enforcing the provisions of N.C.G.S. Chapter 14, Article 54, entitled "Sale, etc., of Pyrotechnics," a board of county commissioners may, by resolution, authorize the governing body of any city in the county to issue the permits pursuant to the provisions of that Article; and

Whereas, by letter dated May 17, 2010, the Town of Hope Mills requested that the Cumberland County Board of Commissioners grant it the authority to issue such permits within its corporate limits.

Now therefore be it resolved that the Cumberland County Board of Commissioners does hereby grant unto the governing board of the Town of Hope Mills the authority to issue permits for and otherwise enforce the provisions of N.C.G.S. Chapter 14, Article 54 and Chapter 33 of the *State Fire Code* for pyrotechnics to be exhibited, used, or discharged within the corporate limits of the Town of Hope Mills for use in connection with the conduct of concerts or public exhibitions.

This resolution shall remain in effect until withdrawn by the Cumberland County Board of Commissioners.

Adopted this 7<sup>th</sup> day of June, 2010.

	Billy R. King, Chairman
	Cumberland County Board of Commissioners
ATTEST:	
Marie Colgan, Clerk to the Boar	rd

JAMES E. MARTIN County Manager

AMY H. CANNON Deputy County Manager



ITEM NO. 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 JUNE 20, 2011

TO:

**BOARD OF COUNTY COMMISSIONERS** 

FROM:

AMY CANNON, DEPUTY COUNTY MANAGER (

DATE:

JUNE 13, 2011

**SUBJECT:** 

APPROVAL OF THE CUMBERLAND COUNTY JUVENILE CRIME

PREVENTION COUNCIL CONTRACTS REPRESENTING FUNDING

ALLOCATIONS FOR JULY 1, 2011 THROUGH JUNE 30, 2012

### **BACKGROUND**

The Cumberland County Juvenile Crime Prevention Council annually submits the JCPC Program Contracts to the Board of Commissioners for approval prior to submitting to the State office. The contracts represent the funding allocations for FY2011-2012. (Attachment)

### RECOMMENDATION/PROPOSED ACTION

The Juvenile Crime Prevention Council recommends approval of the FY2011-2012 DJJDP County Funding Plan.

> \$918,508 State Funding \$548,360 Programs: Cash & Inkind County:

\$211,684 Cash

**Total Funding** \$1,678,552

/cp



Douglas Parrish, Chair

La-Lisa Hewett-Robinson, Vice Chair

Carol Hudson

Lt. Darry Whitaker

Sgt. George Hall

Cheri Siler-Mack

Michael Strickland

Debbie Jenkins

Barbara Williams-Gray

Amy Cannon

Honorable Edward A. Pone

Archie Malloy

Melvin Lindsay, Sr.

Honorable Billy R. King

Robin Black

Rev. Frederick Hendley

Jamarrius Hassell

Sarita Mallard

Lt. Matt Hurley

Margarita Dostall

Joan Blanchard

Kimberly Reeves

Lee Roberts

Tobias Dillard

Ronald Tillman, DJJDP Area Consultant

Maggie Dees, JCPC Coordinator, CC CommuniCare, Inc.

Sarah Hallock, Executive Director, CC CommuniCare Inc. June 9, 2011

To:

Mr. James Martin, County Manager Ms. Amy Cannon, Deputy County Manager

Annually, the Department of Juvenile Justice & Delinquency Prevention provides funding to local county governments for the purpose of funding early intervention programs/services for youth that are involved in, or may become involved in, the juvenile court system.

After consideration of the 2011.2012 Department of Juvenile Justice & Delinquency Prevention's (DJJDP) projected allocations for local JCPC's, during our May meeting, held on Wednesday, May 11, 2011, regarding funding for the next fiscal year, the Juvenile Crime Prevention Council (JCPC) has completed their annual planning process. As part of that meeting, the JCPC voted unanimously to submit the council's funding recommendations and the 2011.2012 annual Comprehensive Planning document for Cumberland County and the DJJDP state program agreements for six local programs.

Cumberland County is projected to receive \$918,508 in state dollars for fiscal year 2011.2012. Local matching funds are required in order to be eligible to receive these state funds. During the past, the County of Cumberland has generously contributed a portion of the required match. During the 2010.2011 fiscal year, the County of Cumberland provided the JCPC \$211,684 to support the programs funded by the JCPC. The local council gratefully acknowledges the ongoing support provided by the county.

This packet represents the funding recommendations the CCJCPC is making to the C.C. Board of Commissioners for their consideration. The projected 2011.2012 funding plan is attached for review. Please feel free to contact me should you have any questions or require further assistance.

Regards,

Doug Parrish JCPC Chair

# JCPC DJJDP/County Funding Requests for FY 2011-2012

211,684	15,500 20,197 918,508	15,500 20,197 1,678,552	0	62	266,859	281,501 266,8		281,501	211,684 281,501	20,197 281,501
		AE EDO			1 13					
56,734		56,734					56,734	0 56,734	0 56,734	48,734 0 56,734
20,495	53,936	91,567		17,136	İ		20,495	(1,383) 20,495		(1,383)
12,152	83,536	132,769		24,930	12,151	12	12,152 12		12,152	970 12,152
	293,855	690,264		158,620	237,789	23	23	0 23	293,855 0 23	0
25,414	139,921	172,085		6,750			25,414	2,619 25,414		2,619
9,657	59,813	127,558		33,341	24,747		9,657	6,000 9,657		6,000
87,232	251,750	371,878		26,082	6,814		87,232	(28,403) 87,232		(28,403)
FY 11.12 Recommendatio n for County Cash match	FY 11.12 Recommedation to Commissioner s (DJJDP \$\$\$\$)	Total Program Budget Per Request	Other Program Cash	Program Inkind as a portion of match	Local Program Cash as a portion of match	Local Progran Cash as portion o	County Cash Progreed for Cash match FY portion 11.12		County Cash requested for match FY 11.12	County Cash Change in requested for DJJDP match FY request 11.12

\* County match for FY10.11
Projected 2011.12
DJJDP allocation:

\$211,684

\$918,508

### DEPARTMENT OF PUBLIC HEALTH

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

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 20, 2011

TO:

**BOARD OF COUNTY COMMISSIONERS** 

THRU:

JAMES E. LAWSON, ASSISTANT COUNTY MANAGER

FROM:

BUCK WILSON, PUBLIC HEALTH DIRECTOR

DATE:

**JUNE 1, 2011** 

SUBJECT:

APPROVAL OF PROCLAMATION/RESOLUTION IN SUPPORT

OF NATIONAL HIV TESTING DAY

### **BACKGROUND**

In an effort to bring recognition to the importance of HIV testing, the Cumberland County Department of Public Health would like to recognize National HIV Testing Day (June 27, 2011), through proclamation.

### RECOMMENDATION/PROPOSED

The Public Health Director, along with his Management Team, recommends the support of a Proclamation for National HIV Testing (June 27, 2011).

/kb

## PROCLAMATION June 27th National HIV Testing Day

WHEREAS, the medical condition now known as HIV and AIDS was first detected in our country thirty years ago and the HIV/AIDS epidemic is now entering its fourth decade; and

WHEREAS, in 1995 the National Association of People With AIDS (NAPWA) launched the National HIV Testing Day campaign in response to the growing number of HIV infections in communities of color and other heavily impacted communities, and organizes annual National HIV Testing Days in partnership with the federal Centers for Disease Control and Prevention (CDC) and other national and local entities across the country; and

WHEREAS Today, CDC estimates approximately 21 percent of the 1.3M Americans living with HIV are unaware of their HIV status. NAPWA believes voluntary HIV counseling and testing is a critical first step in taking control and responsibility over one's health. Their message: "Take the Test, Take Control."

**WHEREAS**, commissioners of our county are uniquely well placed to help their constituents understand that all Americans need to be tested for HIV, to safeguard their own health and help bring the epidemic under control; and

**WHEREAS**, this unique and effective program created by people living with HIV and AIDS sends the message that prevention and control of HIV is a community as well as an individual imperative;

**NOW THEREFORE BE IT RESOLVED** by The Board of Commissioners of Cumberland County **THAT:** June 27th is designated as "National HIV Testing Day," a day for all Americans and those within our borders to "Take the Test, Take Control;" and join the effort to prevent the further spread of HIV/AIDS around the world and particularly here in Cumberland County.

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 JUNE 20, 2011

TO:

**BOARD OF COUNTY COMMISSIONERS** 

FROM:

AMY CANNON, DEPUTY COUNTY MANAGER

DATE:

**JUNE 13, 2011** 

**SUBJECT:** 

APPROVAL OF THE FY12 HOME AND COMMUNITY CARE BLOCK GRANT FOR OLDER ADULTS AGREEMENT BETWEEN COUNTY OF CUMBERLAND AND MID-CAROLINA AREA

AGENCY ON AGING AND 2011-2012 COUNTY FUNDING PLAN

### BACKGROUND

In 1991, the North Carolina General Assembly passed Senate Bill 165, Chapter 241, which requires the Division of Aging to administer a Home and Community Block Grant for Older Adults. In order to implement the 1991 legislation, each county designated a lead agency to work with appointed members on a planning committee to make funding recommendations to the Board of County Commissioners. The Commissioners designated Mid-Carolina Area Agency on Aging as the lead agency for planning and coordination of the County's Funding Plan for Older Adult Services. Attached is the Agreement for the Provision of County-Based Aging Services between the County of Cumberland and the Mid-Carolina Area Agency on Aging.

Home and Community Care Block Grant funding allocations have not been provided for FY2011-2012 as of yet; but the County has been instructed to use the current funding levels for planning purposes at this time. The Committee is recommending that the service provider allocations be maintained as currently distributed. For planning purposes, the total Federal and State Home and Community Care block Grant funding for FY 2011-2012 is \$1,416,237, with a local match in the amount of \$100,180 (County) and \$57,180 (Other).

The Funding Plan is a means to provide coordination through community-based resources in the delivery of comprehensive aging services to older adults and their families.

### **RECOMMENDATION**

Ms. Glenda Dye, Aging Director – Area Agency on Aging, and the Home and Community Block Grant Committee, recommends that the FY 2011-2012 Funding Plan for the Home and Community Block Grant for Older Adults be approved.

### PROPOSED ACTION

Approve the FY12 Home and Community Block Grant for Older Adults Agreement, and the 2011-2012 County Funding Plan.

Celebrating Our Past...Embracing Our Future

Mid-Carolina Area Agency on Aging

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

May 27, 2011

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

Dear Ms. Cannon:

Home and Community Care Block Grant funding allocations have not been provided for FY 2011-2012 as of yet; but the County has been instructed to use the current funding levels for planning purposes at this time. The Committee is recommending that the service provider allocations be maintained as currently distributed. For planning purposes, the total Federal and State Home & Community Care Block Grant funding for FY 2011-12 is \$1,416,237.

You will find enclosed:

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

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

Also enclosed is a breakdown of the match requirements.

If you have any questions, please call me.

Thank you,

Glenda A. Dye Aging Director

**Enclosures** 

### **Service Providers**

for

Cumberland County
with match paid through MCCOG
(As of July 1, 2011)

<u>Providers</u>	F/S Funds	<b>Match</b>
Cumberland County Coordinating Council on Older Adults	<b>.</b>	
In-home Aide, Level 2	\$ 58,040	\$ 6,516
In-home Aide, Level 3	\$196,338	\$21,815
Housing and Home Improvement	\$127,298	\$14,144
Congregate Nutrition	\$ 89,250	\$ 9,917
Home Delivered Nutrition	\$252,346	\$28,038
Mid-Carolina Council of Governments*		010.750
Care Management	\$177,735	\$19,750
<b>Cumberland County Department of Social Services</b>		m 46
In-home Aide, Level 1	\$ 415	\$ 46
In-home Aide, Level 2	\$212,200	
In-home Aide, Level 3	\$ 10,000	\$ 1,111
<b>Cumberland County Planning Department</b>	m 40 1 7 0	Φ 4.462
Transportation, General	\$ 40,158	
Transportation, Medical	\$ 97,035	\$ 10,782
Cape Fear Adult Day Health Care Center	ф. <b>50.400</b>	e C 400
Adult Day Health Care	\$ 58,408	
Adult Day Health Care Transportation	\$ 1,000	\$ 111
Southern Hospitality Adult Day Care Center	ø £0.400	¢ 6 601
Adult Day Health Care	\$ 59,408	\$ 6,601
Fayetteville/Cumberland Senior Center	Ф 12.000	ቀ 1 222
Senior Center Operations	\$ 12,000	\$ 1,333
Hope Mills Sunshine Senior Center Senior Center Operations	\$ 12,000	\$ 1,333
Spring Lake Senior Enrichment Center		
Senior Center Operations	\$ 12,000	\$ 1,333
Total H&CCBG Funds	<u>\$1,416,237</u>	
Total Match		<u>\$157,360</u>
*Total Match Provided by Cumberland Count	y Providere	<b>\$100,180</b> \$ 57,180
Total Match Provided by Community Service	LLUVIUCIS	Ψ 57,100

### Non-H&CCBG

Legal Aid of North Carolina-Fayetteville Legal Services	\$ 7,195	\$ 799
Mid-Carolina Council of Governments Health Promotion	\$22,253	\$2,473
Spring Lake Senior Enrichment Center Health Promotion	\$ 4,000	\$ 444

DOA -730 (Rev. 3/11)

# Home and Community Care Block Grant for Older Adults County Funding Plan

Identification of Agency or Office w	ith Lead Responsibility for County Fu	ınding Plan
County <u>Cumberland</u>	July 1, 2011 through	June 30, 2012
Funding Plan recommends this fund	onsibility for planning and coordinating plan to the Board of Commission unity-based resources in the delivery of ler adults and their families.	ers as a
	Mid-Carolina Area Agency on Agin	ıg
	(Name of agency/office with lead re	esponsibility
	Authorized signature	05-27-11 (date)
	Glenda A. Dye, Aging Director (Type name and title of signatory a	gent)

									8	DOA-731 (Rev. 2/10)	(0	
		eda	lome and Co	mmunity Ca	re Block Gra	Home and Community Care Block Grant for Older Adults	ults			County: CUMBERLAND	EBLAND	
				Count	County Funding Plan	u u			July 1, 20	July 1, 2011 through June 30, 2012	30, 2012	
				Count	County Services Summary	ummary						
					В	O	O	Э	L	9	T	
		Block Grant Funding	† Fundina		Required	Net	USDA	Total	Projected HCCBG	Projected Reimbursemen	Projected HCCBG	Projected Total
Services	Access	In-Home	П	Total	Local Match	Service Cost	Subsidy	Funding	Onits	Hate	Clients	
Adult Day Health*		117816			13091	130907		1111	740	1.5000	10	740
Adult Day Transp.		1000			111	197483		197483	f		40	· i
Care Management	1///35	58646			6516	65162		65162	2946	22.1188	10	3000
in-nome Aide, Lvz		196338			21815	218153		218153	9810	22.2377	35	0066
In-nome Aide, Lvo		107208			14144	141442		141442			100	
Home Improvernering	000	415			46	461		461	30	15.5500	-	30
in-nome Aide, LV 1-DSS	200	019900		HIMMINI	23578	235778		235778	13646	15.5500	69	13646
In-nome Aide, LVZ-DSS	200	10000			1111	11111		11111	640	15.5500	3	640
In-nome Aide, Lv3-D55	701 EB				4462	44620		44620	3163	14.1069	25	3163
Tails, deileiai	10100				10782	107817		107817	4478	24.0770	100	4478
ransiviedicai	*******		36000		4000	40000		40000				
Senior Center Operations	rations		89250	89250	9917	99167	9180	108347	14998	6.6120	85	15300
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### July 1, 2011 Through June 30, 2012

# Home and Community Care Block Grant for Older Adults Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this 1<sup>st</sup> day of July, 2011, by and between the County of Cumberland (hereinafter referred to as the "County") and the Mid-Carolina Area Agency on Aging, (hereinafter referred to as the "Area Agency").

### Witnesseth That:

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

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

- 1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:
  - Cumberland County Coordinating Council on Older Adults, Inc.
- 1.(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DOA-732) for the period ending June 30, 2012.
- 2. <u>Availability of Funds</u>. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.
- 3. <u>Grant Administration</u>. The grant administrator for the Area Agency shall be Glenda Dye, Aging Director. The grant administrator for the County shall be the County Manager.

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

- 4. Services authorized through the County Funding Plan, as specified on the <u>Provider Services Summary</u> format(s) (DOA-732) are to commence no later than July 1, 2011 and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30, 2012.
- Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. Federal funds shall not be awarded to any subreceipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
- 6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DOA-732).

### (a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

### (b) Reimbursement of Service Costs

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

### c) Role of the Area Agency

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

- (d) The Area Agency will invoice County for all required match and any overmatch budgeted. This match will be disbursed to the proper agencies by the Area Agency.
- (e) <u>Payment of Administration on Aging Nutrition Services Incentive Program (NSIP)</u> Subsidy

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

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

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

The Area Agency may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, inhome, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

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

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

8. Monitoring. This Agreement will be monitored to assure that services are being provided in compliance with the N.C. Division of Aging and Adult Services Service Standards Manual, dated July 1, 1992, and the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997. Further, compliance with updated monitoring requirements, as specified in Office of Management and Budget (OMB) Circular A-133 and NC General Statute 143C-6-22 and 23 shall be carried out. Monitoring shall also include compliance with conflict of interest requirements. Monitoring requirements are discussed in Section 308 of the AAA Policies and Procedures Manual (7/1/03 and revised 10/1/09). Private non-profit service providers will be monitored to ensure compliance with conflict of interest policies, as stated in DoA Administrative Letter No. 03-14.

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and/or by the DAAS Program Compliance Representative (PCR). Local Departments of Social Services providing Adult Day Care, Adult Day Health Care, Housing and Home Improvement, and/or In-Home Aide (all levels) through the Home and Community Care Block Grant will receiving monitoring by the State PCR. All other services and grantees are monitored by the Area Agency on Aging serving the counties' PSA.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures

Manual (7/1/03 and revised 10/1/09). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

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

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

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

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

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Circular A-133, where applicable. Applicable

community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Circular A-133, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. Federal funds may not be used to pay for a Single or Yellow Book audit unless it a federal requirement. State funds will not be used to pay for a Single or Yellow Book audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp.

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

	Annual Expenditures
0	Less than \$25,000 in
	State or Federal funds

Report Required to AAA Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does not have to be completed) OR

Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)

Greater than \$25,000 and less that \$500,000 in State or Federal Funds Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures

OR

Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)

\$500,00+ in State funds and Federal pass through in an amount less than \$500,000

Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)

May use State funds, but not Federal Funds

Allowable Cost for Reporting N/A

N/A

• \$500,000+ in State funds and \$500,000+ in Federal pass through funds (i.e. at least \$1,000,000) Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit) May use State and Federal funds

• Less than \$500,000 in State funds and \$500,000+ in Federal pass through funds

Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)

May use Federal funds, but <u>not</u> State funds.

- Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the 12. community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Circular A-122 requirements, requirements of A-110, requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.
- 13. <u>Indemnity</u>. To the extent allowed by law, County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
- 14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
- Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents

- and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
- 16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.
- 17. <u>Interest of the Board of Commissioners</u>. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
- 18. <u>Interest of Members of the Area Agency, Lead Regional Organization, and Others.</u> No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising therefrom.
- 19. <u>Officials not to Benefit</u>. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise herefrom.
- 20. <u>Prohibition Against Use of Funds to Influence Legislation</u>. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.

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

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

**	
Community Service Provider	Service
Cumberland County Coordinating Council on Older Adults, Inc.	In-Home Aide Level II In-Home Aide Level III Home Improvement Congregate Nutrition Home Delivered Nutrition
Cumberland Co. Dept. of Social Services	In-Home Aide Level I In-Home Aide Level II In-Home Aide Level III
Cumberland Co. Community Transportation Program	General Transportation Medical Transportation
Cape Fear Adult Day Health Care Center	Adult Day Health Adult Day Health Transportation
Southern Hospitality Adult Day Health Care Center	Adult Day Health
Fayetteville-Cumberland Senior Center	Senior Center Operations
Town of Hope Mills	Senior Center Operations
Town of Spring Lake	Senior Center Operations

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

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

**Cumberland County** 

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

Attest:	
	By:Chairman, Board of Commissioners
	Area Agency
Attest:	
Area Agency Director	By:

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

BY: // A / A / A / FINANCE OFFICER, Lead Regional Organization



SAM LUCAS Engineering Technician 11

WAYNE DUDLEY, CFM Engineering Technician I

## ENGINEERING DEPARTMENT

ITEM NO. 2

Historic Courthouse, I30 Gillespie Street • P.O. Box I829 • Fayetteville, North Carolina 28302-I829 Telephone (910) 678-7636 • Fax (910) 678-7635

June 13, 2011

#### **MEMORANDUM**

TO:

**BOARD OF COUNTY COMMISSIONERS** 

FROM:

THROUGH:

AMY H. CANNON, DEPUTY COUNTY MANAGER

**SUBJECT:** 

APPROVAL OF BID AWARD FOR LANDSCAPING BUILDING AND

SHERIFF'S ANNEX ROOF REPLACEMENT PROJECT

# **BACKGROUND**

Bids were received on May 26, 2011 for the Landscaping Building and Sheriff's Annex Roof Replacement Project. In addition to the base bid for replacement of the roofs, alternate bids were taken to install an acrylic coating on the building adjacent to the Sheriff's Annex (Alternate #1) and to use hot asphalt in lieu of adhesive to install insulation and overlayment board on the Sheriff's Annex (Alternate #2). Attached is a copy of the certified bid tabulation and letter of recommendation from the project engineer, Atlas Engineering, Inc. The low base bid was submitted by Owens Roofing, Inc. in the amount of \$264,753. Owens Roofing also submitted bid amounts of \$9,952 for Alternate #1 and a deduct of \$7,900 for Alternate #2. Acceptance of Alternate #1 is recommended for a total bid award of \$274,705. Alternate #2 is not recommended due to the hazards associated with using hot asphalt and the relatively minor cost savings over using adhesives to install the insulation and overlayment board. A project contingency in the amount of \$13,735 (5% of the contract) is also recommended.

There are sufficient monies in the Roof Maintenance Fund for this project.

## RECOMMENDATION/PROPOSED ACTION

The recommendation of the County Engineer, Atlas Engineering and Management is to:

- 1. Accept the bids for the Landscaping Building and Sheriff's Annex Roof Replacement Project and award a contract to Owens Roofing, Inc. in the amount of \$274,705 which includes the base bid and Alternate #1.
- 2. Establish a project contingency in the amount of \$13,735 to be used for changes in the scope of work recommended by the engineer and approved by the County Manager.

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

# CERTIFIED BID TABULATION CUMBERLAND COUNTY -ROOF REPLACEMENT LANDSCAPING BUILDING AND SHERIFF'S ANNEX

Bid Date: May 26, 2011 Time: 2:00 p.m. ATLAS Project #: J1460

	L											COMPANY OF THE COMPAN					The state of the s
75	\$1.	\$20.00 \$1.75	\$4.00	\$12.50	\$2.25 \$2.45 \$8.00	\$2.45	\$2.25	(\$7,100.00)	\$14,250.00	\$347,100.00	\$236,850.00	\$110,250.00	<	. <	<b>√</b>	38600	Team Roofing
8 1	\$1.0	\$30.00 \$1.00	\$7.00	\$8.00	\$2.00	\$1.00 \$1.00 \$2.00	\$1.00	(\$7,900.00)	\$9,952.00	\$264,753.00	\$185,327.00	\$79,426.00	<	<	~	24442	Owens Roofing
ŏ	\$7.0	\$100.00	\$100.00 \$100.00 \$7.00	\$30.00	\$7.00 \$6.25 \$12.00	\$6.25		\$8,234.00	\$13,922.00	*\$324,586.00 \$13,922.00	\$223,726.00	\$100,860.00	<	<	<	5855	Hamlin Roofing
	7	6	տ	4	3	2	-	2	_	OTIG	AIMMEA	BOLLDING	1.0.1	TANO.	מעוטמ	VEGETATORY	
1		irestruction de la constant de la co	ŒS	UNIT RATES	The second secon			BID ALTERNATE	BID	ASE	SHERIFF'S	LANDSCAPING	ADD	MBE	BID	LICENSE	BIDDER

\*The total in written in words was correct. The written number was \$324,726.00, which is incorrect. Notes: Alternate Bid 1 was for installing an acrylic coating on the building adjacent to the Sheriff's Annex. Alternate Bid 2 was for using hot asphalt to install insulation and overlayment board on the Sheriff's Annex.

I hereby acknowledge that the above information is true and correct

Rob Tatum, RRC Project Manager Atlas Engineering, Inc.



June 2, 2011

Cumberland County Engineering Department P.O. Box 1829 Fayetteville, NC 28302

Subject:

Bid Award for Roof Replacement

Landscaping Building and Sheriff's Annex

Atlas Engineering Job No. J1460

Attention:

Mr. Bob Stanger, P.E. - County Engineer

Dear Mr. Stanger:

Bids for the above project were opened and publicly read at 2:00 p.m. on May 26, 2011. Based on our review of the bids, Owens Roofing appears to be the lowest responsive, responsible bidder with a base bid of \$264,753.00. An alternate bid was taken for installing an acrylic coating on the building adjacent to the Sheriff's Annex. Owens Roofing, Inc. bid amount for Alternate Bid No. 1 was \$9,952.00. Another alternate bid was obtained for using hot asphalt to install insulation and overlayment board on the Sheriff's Annex. Owens Roofing, Inc. bid amount for Alternate Bid No. 2 was a deduct of \$7,900.00. A copy of the certified bid tabulation is attached for reference. Owens Roofing Inc. was contacted by Atlas Engineering on June 1, 2011 and provided the opportunity to review their bid. Owens Roofing Inc. confirmed by phone that their bid contained no errors or omissions and they are able to perform the work.

Owens Roofing Inc. has been notified in writing of their status as apparent low bidder. It is Atlas Engineering's understanding that Cumberland County wants to accept the base bid and Alternate Bid No. 1. Based on our review of the Proposal and Contract form submitted by Owens Roofing Inc. the following is the total construction cost including base bid and selection of bid alternate work:

Base Bid:

\$ 264,753

Bid Alternate No. 1:

\$ 9.952

**Total Construction Cost:** 

\$ 274,705

We recommend that the base bid and bid alternate work be accepted and Owens Roofing Inc. be awarded the contract for the amount of \$274,705.

Please review our recommendation and provide us with written confirmation of your decision to award the contract for this project. Upon receipt of such confirmation, Atlas Engineering will provide a Notice of Award to the successful bidder and facilitate receipt of required bonds and insurance certificates.

Please contact us at (919) 420-7676 with any questions regarding our recommendation.

Sincerely,

Atlas Engineering, Inc., b

Rob Tatum, RRC

Sr. Designer

Kelli E. Wilcox, P.E., RR Principal Engineer

Attachments:

Certified Bid Tabulation Form

ITEM NO. 2G

## OFFICE OF THE COUNTY ATTORNEY

Courthouse, II7 Dick Street – Suite 55I • P.O. Box I829 • Fayetteville, North Carolina 28302-I829 (910) 678-7762 • Fax: (910) 678-7758

June 10, 2011

# MEMORANDUM FOR BOARD OF COMMISSIONERS' JUNE 20, 2011 AGENDA

TO:

**BOARD OF COUNTY COMMISSIONERS** 

FROM:

HARVEY W. RAYNOR III, DEPUTY COUNTY ATTORNEY HOR III

THRU:

RICK MOOREFIELD, COUNTY ATTORNEY

SUBJECT:

AFFORDABLE HOUSING SUBORDINATION AGREEMENT -

SOUTHVIEW VILLAS

## Analysis:

Between receipt of this Subordination Agreement on May 26, 2011 and my response to the Community Development staff outlining the key points of the agreement on June 1, 2011, I read and reviewed the agreement. The agreement will not change the County's lien position but it will put restrictions on the County's ability to collect in the event of default which the County currently does not have and there is a possibility that in the future through modifications of the senior note that the County's position could be weaken.



## **COMMUNITY DEVELOPMENT**

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

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA JUNE 20, 2011

TO:

**BOARD OF COUNTY COMMISSIONERS** 

THRU:

AMY CANNON, DEPUTY COUNTY MANAGER

FROM:

THANENA S. WILSON, COMMUNITY DEVELOPMENT DIRECTOR

DATE:

JUNE 7, 2011

SUBJECT:

AFFORDABLE HOUSING SUBORDINATION AGREEMENT

**SOUTHVIEW VILLAS** 

# **BACKGROUND**

RJA Structured Finance, Inc., a Delaware corporation (the Senior Lender) is requesting that Cumberland County subordinate an affordable housing loan to assign the mortgage for Southview Villas Associates Limited Partnership, a North Carolina limited partnership (the Borrower) to Fannie Mae. The construction on the property located at 3216 Lathrop Dr. Hope Mills, NC 28348 was completed in November 2008. The County would continue to hold a second lien position on the subject property. Our current loan balance is \$385,268.44, which is an amortized loan at 2% interest. We believe that subordinating our mortgage would not jeopardize our interest in the secured property and our lien position would remain the same. In addition a new Substitution of Trustee must be recorded naming the current County Attorney, Rick Moorefield, as Substitute Trustee.

# RECOMMENDATION AND PROPOSED ACTION

Community Development staff recommends approval of the subordination agreement for Southview Villas Associates Limited Partnership and that all related documents be executed and recorded as necessary.

Attachments:

Exhibit 1 – Agreement of Subordination

Exhibit 2 – Substitution of Trustee

## SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is entered into as of the 9<sup>th</sup> day of May, 2011 by and among (i) RJA Structured Finance, Inc., a Delaware corporation (the "Senior Lender"), (ii) County of Cumberland (the "Subordinate Lender"), and (iii) Southview Villas Associates Limited Partnership, a North Carolina limited partnership (the "Borrower").

#### Recitals

- A. The Senior Lender has made or is making a loan (the "First Mortgage Loan") to the Borrower in the original principal amount of \$564,000. The First Mortgage Loan is or will be secured by a first mortgage lien (the "First Mortgage") on a multifamily housing project located in Cumberland County, North Carolina (the "Property"). The Property is more fully described in Exhibit A attached hereto. The Borrower's obligation to repay the First Mortgage Loan is evidenced by a Multifamily Note dated October 27, 2009 (the "First Mortgage Note"), and is due in full on November 1, 2027.
- B. The Borrower has requested the Senior Lender to permit the Subordinate Lender to make a subordinate loan to Borrower in the amount of \$400,000.00 (the "Subordinate Loan") and to secure the Subordinate Loan by, among other things, placing a mortgage lien against the Property.
- C. The Senior Lender has agreed to permit the Subordinate Lender to make the Subordinate Loan and to place a subordinate mortgage lien against the Property subject to all of the conditions contained in this Agreement.
- D. The Senior Lender intends to sell, transfer and deliver the First Mortgage Note and assign the First Mortgage to Fannie Mae.

NOW, THEREFORE, in order to induce the Senior Lender to permit the Subordinate Lender to make the Subordinate Loan to the Borrower and to place a subordinate mortgage lien against the Property, and in consideration thereof, the Senior Lender, the Subordinate Lender and the Borrower agree as follows:

### 1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"Affiliate" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term "control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by

contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

"Borrower" means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Property after the date of this Agreement.

"Business Day" means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

"Default Notice" means: (a) a copy of the written notice from the Senior Lender to the Borrower stating that a First Mortgage Loan Default has occurred under the First Mortgage Loan; or (b) a copy of the written notice from the Subordinate Lender to the Borrower stating that a Subordinate Loan Default has occurred under the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

"First Mortgage Loan Default" means the occurrence of an "Event of Default" as that term is defined in the First Mortgage Loan Documents.

"First Mortgage Loan Documents" means the First Mortgage Note and all other documents evidencing, securing or otherwise executed and delivered in connection with the First Mortgage Loan.

"Person" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

"Senior Lender" means the Person named as such in the first paragraph on page 1 of this Agreement. When Fannie Mae or any other Person becomes the legal holder of the First Mortgage Note, Fannie Mae or such other Person shall automatically become the Senior Lender.

"Subordinate Lender" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"Subordinate Loan Default" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"Subordinate Loan Documents" means the Subordinate Note, the Subordinate Mortgage, and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

"Subordinate Mortgage" means the mortgage or deed of trust encumbering the Property as security for the Subordinate Loan, which the Subordinate Lender will cause to be recorded among the applicable land records immediately before this Agreement.

"Subordinate Note" means the promissory note of even date herewith issued by the Borrower to the Subordinate Lender, or order, to evidence the Subordinate Loan.

## 2. Permission to Place Mortgage Lien Against Property.

The Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the First Mortgage Loan Documents and subject to the provisions of this Agreement, to permit the Subordinate Lender to record the Subordinate Mortgage and other recordable Subordinate Loan Documents against the Property (which are subordinate in all respects to the lien of the First Mortgage) to secure the Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of the Borrower to the Subordinate Lender under and in connection with the Subordinate Loan. Such permission is subject to the condition that each of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is true and correct on the date of this Agreement and on the date on which the proceeds of the Subordinate Loan are disbursed to the Borrower. If any of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is not true and correct on both of those dates, the provisions of the First Mortgage Loan Documents applicable to unpermitted liens on the Property shall apply.

# 3. Borrower's and Subordinate Lender's Representations and Warranties.

The Borrower and the Subordinate Lender each makes the following representations and warranties to the Senior Lender:

(a) Subordinate Note. The Subordinate Note contains the following provision:

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note dated October 27, 2009 in the original principal amount of \$564,000 issued by Southview Villas Associates Limited Partnership and payable to RJA Structured Finance, Inc., a Delaware corporation ("Senior Lender"), or order, to the extent and in the manner provided in that certain Subordination Agreement dated as of May 9, 2011 between

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the payee of this Note, and the Senior Lender and Southview Villas Associates Limited Partnership (the "Subordination Agreement"). The Deed of Trust securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Multifamily Deed of Trust securing the Multifamily Note as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Deed of Trust securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement.

- (b) Relationship of Borrower to Subordinate Lender and Senior Lender. The Subordinate Lender is not an Affiliate of the Borrower and is not in possession of any facts which would lead it to believe that the Senior Lender is an Affiliate of the Borrower.
- (c) Term. The term of the Subordinate Note does not end before the term of the First Mortgage Note.
- (d) Subordinate Loan Documents. The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Fannie Mae prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents, certified to be true, correct and complete.
- (e) Senior Loan Documents. The executed Senior Loan Documents are substantially in the same forms as, when applicable, those submitted to, and approved by, Fannie Mae prior to the date of this Agreement. Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents, certified to be true, correct and complete.

## 4. Terms of Subordination.

(a) Agreement to Subordinate. The Senior Lender and the Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness evidenced by the First Mortgage Loan Documents, and (ii) the Subordinate Mortgage and the other Subordinate

Loan Documents are and shall be subject and subordinate in all respects to the liens. terms, covenants and conditions of the First Mortgage and the other First Mortgage Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage and the other First Mortgage Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage Loan Documents or for any other purpose expressly permitted by the First Mortgage, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Property).

- Subordination of Subrogation Rights. The Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the First Mortgage, then, in that event, such lien shall be subject and subordinate to the lien of the First Mortgage.
- Payments Before First Mortgage Loan Default. Until the Subordinate (c) Lender receives a Default Notice of a First Mortgage Loan Default from the Senior Lender, the Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.
- Payments After First Mortgage Loan Default. The Borrower agrees (d) that, after it receives notice (or otherwise acquires knowledge) of a First Mortgage Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a Default Notice from the Senior Lender with written instructions directing the Subordinate Lender not to accept payments from the Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent. If the Subordinate Lender receives written notice from the Senior Lender that the First Mortgage Loan Default which gave rise to the Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by the Senior Lender, the restrictions on payment to the Subordinate Lender in this Section 4 shall terminate, and the Senior Lender shall have no right to any subsequent payments made to the Subordinate Lender by the Borrower prior to the Subordinate Lender's receipt of a new Default Notice from the Senior Lender in accordance with the provisions of this Section 4(d).

10/98

- (e) Remitting Subordinate Loan Payments to Senior Lender. If, after the Subordinate Lender receives a Default Notice from the Senior Lender in accordance with subsection (d) above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, the Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies the Subordinate Lender in writing, will be promptly remitted, in kind to the Senior Lender, properly endorsed to the Senior Lender, to be applied to the principal of, interest on and other amounts due under the First Mortgage Loan Documents in accordance with the provisions of the First Mortgage Loan Documents. By executing this Agreement, the Borrower specifically authorizes the Subordinate Lender to endorse and remit any such payments to the Senior Lender, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by the Subordinate Lender, and remitted to the Senior Lender under this Section 4, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Senior Lender waive any Subordinate Loan Default which may arise from the inability of the Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.
- (f) Agreement Not to Commence Bankruptcy Proceeding. The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without the Senior Lender's prior written consent.

## 5. Default Under Subordinate Loan Documents.

- (a) Notice of Default and Cure Rights. The Subordinate Lender shall deliver to the Senior Lender a Default Notice within five Business Days in each case where the Subordinate Lender has given a Default Notice to the Borrower. Failure of the Subordinate Lender to send a Default Notice to the Senior Lender shall not prevent the exercise of the Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within 60 days following the date of such notice; provided, however that the Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents. All amounts paid by the Senior Lender in accordance with the First Mortgage Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the First Mortgage.
- (b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender. If a Subordinate Loan Default occurs and is continuing, the Subordinate Lender

agrees that, without the Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given the Senior Lender at least 60 days' prior written notice; during such 60 day period, however, the Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to the Subordinate Lender under the Subordinate Loan Documents and/or under applicable laws, including without limitation, rights to enforce covenants and agreements of the Borrower relating to income, rent, or affordability restrictions contained in the Land Use Restriction Agreement.

(c) Cross Default. The Borrower and the Subordinate Lender agree that a Subordinate Loan Default shall constitute a First Mortgage Loan Default under the First Mortgage Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the First Mortgage Loan Documents in the same manner as in the case of any other First Mortgage Loan Default. If the Subordinate Lender notifies the Senior Lender in writing that any Subordinate Loan Default of which the Senior Lender has received a Default Notice has been cured or waived, as determined by the Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Property pursuant to its rights under the First Mortgage Loan Documents, any First Mortgage Loan Default under the First Mortgage Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the First Mortgage Loan shall be reinstated, provided, however, that the Senior Lender shall not be required to return or otherwise credit for the benefit of the Borrower any default rate interest or other default related charges or payments received by the Senior Lender during such First Mortgage Loan Default.

# 6. Default Under First Mortgage Loan Documents.

(a) Notice of Default and Cure Rights. The Senior Lender shall deliver to the Subordinate Lender a Default Notice within five Business Days in each case where the Senior Lender has given a Default Notice to the Borrower. Failure of the Senior Lender to send a Default Notice to the Subordinate Lender shall not prevent the exercise of the Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Agreement. The Subordinate Lender shall have the right, but not the obligation, to cure any such First Mortgage Loan Default within 60 days following the date of such notice; provided, however, that the Senior Lender shall be entitled during such 60-day period to continue to pursue its remedies under the First Mortgage Loan Documents. Subordinate Lender may have up to 90 days from the date of the Default Notice to cure a non-monetary default if during such 90-day period Subordinate Lender

keeps current all payments required by the First Mortgage Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Property, or Senior Lender's secured position relative to the Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such 90-day period all available rights and remedies to protect and preserve the Property and the rents, revenues and other proceeds from the Property. All amounts paid by the Subordinate Lender to the Senior Lender to cure a First Mortgage Loan Default shall be deemed to have been advanced by the Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Mortgage.

Cross Default. The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a First Mortgage Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until either (i) the Senior Lender has accelerated the maturity of the First Mortgage Loan, or (ii) the Senior Lender has taken affirmative action to exercise its rights under the First Mortgage to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the First Mortgage. At any time after a First Mortgage Loan Default is determined to constitute a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any First Mortgage Loan Default to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior lender to the Subordinate Lender, any default under the Subordinate Loan Documents arising from such First Mortgage Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such First Mortgage Loan Default had never occurred.

## 7. Conflict.

The Borrower, the Senior Lender and the Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the First Mortgage Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Senior Lender and the Subordinate Lender in the Property; (b) the timing of the exercise of remedies by the Senior Lender and the Subordinate Lender under the First Mortgage and the Subordinate Mortgage, respectively; and (c) solely as between the Senior Lender and the Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which the Senior Lender and the Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any First Mortgage Loan Default or Subordinate Loan Default, as the case may be; give the Borrower the right to notice of any First

Mortgage Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the First Mortgage Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

# 8. Rights and Obligations of the Subordinate Lender Under the Subordinate Loan Documents and of the Senior Lender under the First Mortgage Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

- (a) Protection of Security Interest. The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that the Subordinate Lender shall have the right to advance funds to cure First Mortgage Loan Defaults pursuant to Section 6(a) above and advance funds pursuant to the Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Property and curing other defaults by the Borrower under the Subordinate Loan Documents.
- **(b)** Condemnation or Casualty. In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "Taking"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "Casualty"), at any time or times when the First Mortgage remains a lien on the Property the following provisions shall apply:
  - (1) The Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the First Mortgage Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of the Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and
  - (2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the First Mortgage Loan) in the manner determined by the Senior Lender in its sole discretion; provided, however, that if

the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the First Mortgage Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the First Mortgage Loan shall be paid to, and may be applied by, the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Senior Lender agrees to consult with the Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate Lender over the application of Casualty proceeds, the decision of the Senior Lender, in its sole discretion, shall prevail.

(c) No Modification of Subordinate Loan Documents. The Borrower and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the First Mortgage Loan Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon the Senior Lender under the First Mortgage Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of the Subordinate Lender's interest in the Subordinate Loan without the Senior Lender's consent shall be void ab initio and of no effect whatsoever.

# 9. Modification or Refinancing of First Mortgage Loan.

The Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the First Mortgage Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the First Mortgage Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the First Mortgage Loan, the First Mortgage Note, the First Mortgage, the First Mortgage Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

# 10. Default by the Subordinate Lender or Senior Lender.

If the Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

## 11. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the Senior Lender or the Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

#### SENIOR LENDER:

RJA Structured Finance, Inc.

c/ Raymond James Multifamily Finance, Inc.

880 Carillon Parkway, Dept. 05485

St. Petersburg, FL 33716 Attention: Ronald M. Diner

With a copy to

Fannie Mae

Attention: Multifamily Operations - Asset Management

Drawer AM

3900 Wisconsin Avenue, N.W.

Washington, D.C. 20016

SUBORDINATE LENDER:

County of Cumberland

c/o Cumberland County Community Development Dept.

P.O. Drawer 1829

Fayetteville, N.C. 28302-1829

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

## 12. General.

- (a) Assignment/Successors. This Agreement shall be binding upon the Borrower, the Senior Lender and the Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.
- (b) No Partnership or Joint Venture. The Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute the Senior Lender as a joint venturer or partner of the Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.
- (c) Senior Lender's and Subordinate Lender's Consent. Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever the Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.
- (d) Further Assurances. The Subordinate Lender, the Senior Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the First Mortgage, or to further evidence the intent of this Agreement.
- (e) Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.
- (f) Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located.
- **(g) Severable Provisions.** If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

- (h) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the First Mortgage Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate Lender is obligated to remit to the Senior Lender pursuant to Section 4 hereof; (iii) the acquisition by the Senior Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the First Mortgage; or (iv) the acquisition by the Subordinate Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement.
- (i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

[NO FURTHER TEXT ON THIS PAGE]

Affordable Housing

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

# SENIOR LENDER:

RJA Structured Finance, Inc., a Delaware corporation

By: Raymond James Multifamily Finance, Inc.

Its: Servicing Agent

By:\_ Name: Ronald M. Diner

Title: President

# SUBORDINATE LENDER:

County of Cumberland

By:\_\_ Name:

Title:

## **BORROWER:**

SOUTHVIEW VILLAS ASSOCIATES LIMITED PARTENRSHIP, a North Carolina limited partnership

By: Southview Villas/Duggins, LLC, a North Carolina limited liability company, its general partner

By:\_\_\_\_\_ Murray O. Duggins, Manager

STATE OF	}	
COUNTY OF	:	
	•	
President of Raymond James Magent for RJA Structured Fina Raymond James Multifamily Fi	, a Notary Public of the ersonally came before me this day and a fultifamily Finance, Inc., a Florida corponee, Inc., a Delaware corporation, and nance, Inc., a Florida corporation and the elaware corporation, being authorized	that he as <u>President of</u> servicing agent for RJA
Witness my hand and of	ficial seal, this the day of	, 20
	Official Signature of Notary	
(Official Seal)	Notary Public Notary's printed or typed name:	
	My commission expires:	

STATE OF}		
COUNTY OF	SS	
. т	o Nistana Palilla de di de	
certify that	, a Notary Public of the afor	esaid jurisdiction.
acknowledged that he/she is	personally came before in of <u>Cour</u>	ne this day and
and that he/she as	of County of County	Tumberland being
authorized to do so, executed the	of foregoing in such capacity.	edinocrand, being
Witness my hand and off	icial seal, this the day of	, 20
	Official Signature of Notary	
	Notary Public	
(Official Seal)	Notary's printed or typed name:	
(Official Deal)		
	My commission expires:	

STATE OF }		
COUNTY OF}	SS	
COUNTY OF}		
•		
Υ.	•	
I,certify that Murray O. Diggins p	, a Notary Publ	ic of the aforesaid jurisdiction
Manager of Santhair Villa /	ersonally came before me this	day and acknowledged that he is
Manager of Southview Villas/D	ouggins, LLC, a North Carolin	a limited liability company, the
general partner of Southview V	illas Associates Limited Partne	ership, a North Carolina limited
partnership, and that he as Manag	ger of Southview Villas/Duggin	s, LLC, a North Carolina limited
liability company, the general p	partner of Southview Villas A	ssociates Limited Partnership, a
North Carolina limited partnersh	nip, being authorized to do so,	executed the foregoing in such
capacity.		
	<sup>v</sup> ez.	
Witness my hand and offi	cial seal, this the day of _	, 20
	Official Signature of Notar	y
	Notary Public	
•	Notary's printed or typed na	ame:
(Official Seal)	V X VI	
My commission	on expires:	
•	1	

# Exhibit "A"

BEING all of that certain Tract, containing 5.044 acres, more or less, as shown on that certain plat entitled "Correction Plat for Southview Villas, Phase One" recorded in Plat Book 122, Page 67 in the Office of the Registrar of Deeds of Cumberland County, North Carolina.

Prepared by and mail to: William G. Burgin, III

Tuggle Duggins & Meschan, P.A.

P.O. Box 2888

Greensboro, NC 27402-2888

NORTH CAROLINA

# SUBSTITUTION OF TRUSTEE

**CUMBERLAND COUNTY** 

This Substitution of Trustee made as of \_\_\_\_ day of June, 2011, by and among COUNTY OF CUMBERLAND (hereinafter called "Cumberland") and RICK MOOREFIELD (hereinafter called "Substitute Trustee").

## WITNESSETH:

WHEREAS, Southview Villas Associates Limited Partnership, ("Southview"), executed that certain Deed of Trust to Grainger R. Barrett, Trustee, covering certain real estate located in Cumberland County, North Carolina, which Deed of Trust is recorded in the office of the Register of Deeds of Cumberland County, North Carolina in Book 7999, Page 814 (hereinafter called the "Deed of Trust"); and

WHEREAS, Cumberland is the owner and holder of the note evidencing the entire indebtedness secured by the Deed of Trust and desires to substitute the Substitute Trustee for the original trustee named in the Deed of Trust pursuant to the authority granted by North Carolina General Statutes §45-10.

NOW THEREFORE, Cumberland does hereby remove Grainger R. Barrett as Trustee in said Deed of Trust and does hereby appoint as his successor Rick Moorefield, as Substitute Trustee, said Substitute Trustee to have all the powers, duties and obligations conferred on the original Trustee.

IN TESTIMONY, WHEREOF, Cumberland has caused this instrument to be executed in its name by its officers on the day first written above.

County of Cumberland

_		
By:		(SEAL)
Title:		

***************	************************************
NORTH CAROLINA	
CUMBERLAND COUNTY	
T.	, a Notary Public for said County,
North Carolina do hereby certify that	, a Notary Fublic for said County, personally appeared before
me this day and acknowledged that s/he is	of the County of Cumberland, a
, and that s/he	, as , being authorized to do so, executed the
foregoing on behalf of the County of Cumberlan of June, 2011.	nd. Witness my hand and official seal, this the day
	Notary Public
	Notary Printed Name:
	My Commission Expires:
[Notary Seal/Stamp]	

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

ITEM NO. \_

24

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

# **CONSENT AGENDA ITEM FOR JUNE 20, 2011 BOARD MEETING**

TO:

**Board of Commissioners** 

FROM:

Marie Colgan, Clerk to the Board

me

DATE:

June 10, 2011

SUBJECT:

Release of Closed Session Minutes

BACKGROUND: County Attorney Rick Moorefield has reviewed the following Closed Session minutes and has approved their release pursuant to G.S. § 143-318.10(e).

January 7, 2010	Economic Development – Texfi Property (Finance Committee)
January 7, 2010	Economic Development – Request for Reallocation of Recovery
	Zone Bonds
January 19, 2010	Personnel – Resignation of Commissioner Breeden Blackwell
February 16, 2010	Attorney-Client – Land Transfer with Hospital
February 16, 2010	Attorney-Client – Insurance coverage of elective abortion
February 16, 2010	Attorney-Client – Texfi Property
March 15, 2010	Attorney-Client – Hospital Board's request concerning
	Commissioner Gilfus serving as Trustee
April 6, 2010	Personnel – Annual Review of County Clerk
April 6, 2010	Personnel – Annual Review of County Manager
May 3, 2010	Attorney-Client – Texfi Property
May 3, 2010	Attorney-Client – Washington Drive School Property
May 3, 2010	Personnel – Child Support Enforcement
May 3, 2010	Attorney-Client – County & City Communications
May 3, 2010	Personnel – DSS Personnel
May 17, 2010	Personnel – DSS Personnel
May 17, 2010	Attorney-Client – Hope Mills 911 Contract
May 17, 2010	Attorney-Client – Child Support Enforcement
May 17, 2010	Economic Development – Economic Development Policy
August 2, 2010	Employment Contracts - County Manager, County Attorney and
-	Clerk to the Board

Celebrating Our Past...Embracing Our Future

August 2, 2010	Economic Development – 5-Point (Lake Valley Drive)
September 7, 2010	Economic Development – MBM Hospitality, LLC
September 7, 2010	Economic Development – Strategic Solutions Unlimited, Inc.
November 15, 2010	Attorney-Client – PWC Contract for Gray's Creek Water
November 15, 2010	Attorney-Client – Sheriff's Office Litigation

ACTION: Approve the release of the Closed Session minutes listed above.

# **COUNTY OF CUMBERLAND BUDGET REVISION REQUEST**

**Budget Office Use** 

**Budget Revision No.** 

B11-411 6/10/2011

**Date Received** 

**Date Completed** 

Fund No. 020 Agency No. 450 Organ. No. 450G Organization Name ESD Water Project - Phase II

ITEM NO. 2I(4)

		REVEN	UE			
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budget
9296		Bond Anticipation Note Proceeds		6,177,000	0	6,177,000
4008		USDA Grant		1,797,700	0	1,797,700
6681		Tap Fees		77,800	42,075	119,875
7002		Interest income		6,131	0	6,131
7685		Contractor Sales Tax Refunds		88,479	53,490	141,969
9135		Transfer from ESD General Fund		100,000	. 0	100,000
			Total	8,247,110	95,565	8,342,675
		EXPENDIT	URES			
Object Code	Appr Unit	Description		Current Budget	Increase (Decrease)	Revised Budge
3110	TBA	Legal		10,000	0	10,000
3113	TBA	Bond Counsel		25,000	0	25,000
3419	TBB	Miscellaneous (Engineer Reimburseables)		23,665	0	23,665
3488	TBB	Administrative		9,817	0	9,817
3630	TBB	Capital Outlay Land		7,500	0	7,500
3714	TBB	Geotechnical		42,041	0	42,041
3747	TBB	Engineering		815,286	0	815,286
379F	TBB	Construction - Contract 1		2,142,369	· , O	2,142,369
379G	TBB	Construction - Contract 2		2,081,908	0	2,081,908
379H	TBB	Construction - Contract 3		1,824,883	0	1,824,883
379J	TBB	Construction - Contract 4		790,808	0	790,808
3809	TBD	Capitalized Interest		450,000	0	450,000
3903	TBE	Contingency		23,833	95,565	119,398
		· ·	Total	8,247,110	95,565	8,342,675

## Justification:

Revision to recognize application / tap fees and contractor sales tax refunds received but not previously budgeted in order to increase contingency funds which will subsequently be reallocated to expand the scope of the current project as determined by the Eastover Sanitary District and the total funds available.

State: Other:	Fund B Federal: Coun Fees:	alance: ity: New: Prior Year:	Other:
Submitted By:	Department Head	Date:	Approved By:
Reviewed By:	Bob-Juck	Date <u>: 6//0///</u>	Date: County Manager
Reviewed By:	Assistant County Mgr	Date <u>: 6/15/11</u>	Board of County Commissioners Date:

# COUNTY OF CUMBERLAND BUDGET REVISION REQUEST

Budget Office Use

Budget Revision No. 21 - 40

Date Received

Date Completed

				Date Com	pietea	
Fund No Organizati		Agency No. 460 Organ. No. Solid Waste Management - Rec	<b>o.</b> 4615 cycling	ITEM	NO. 2I	(2a.)
The second se		R	EVENUE		tagen agus a tagair agus agus agus an tagair agus agus agus agus agus agus agus agus	
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budget
9901		Fund Balance Appropriated		0	297,000	297,000
					•	- - -
			Total	0	297,000	297,000
		EXP	ENDITURES			
Object Code	Appr Unit	t Description		Current Budget	Increase (Decrease)	Revised Budget
3610	910	CO Equipment		30,000	297,000	327,000
V					. •	-
						-
						-
			Total	30,000	297,000	327,000
Justificat Appropriat for use on	e money fro	om Fund Balance to purchase rock on the landfills, instead of purchasing a la	crusher to crush exc arger amount of rock	cess stockpiled	d concrete, asphal	t, brick and rock
Funding State: Other:		Fund Ba			Other:	
Submitte	d By: 🔏	Department Head	Date: <u>3-31-1/</u>	045 September 1	Approved By:	
Reviewed	By:	Budget Analyst	Date: 6 3/11	С	ounty Manager	Date:
Reviewed	d By:	Deputy/Assistant County Mgr	Date: 6/19/11		oard of County commissioners	Date:
			1			

Date:\_\_\_\_

Information Services

Reviewed By:

# COUNTY OF CUMBERLAND BUDGET REVISION REQUEST

Budget Office Use

Budget Revision No. BI-400

Date Received

Date Completed

**Board of County** 

Commissioners Date:

				Date Completed			
Fund No. Organizat	625 ion Name:	Agency No. 460 Organ. Solid Waste Management - A		ITEN	1 NO. 2	I (ab.)	
			REVENUE				
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budge	
9901		Fund Balance Appropriated		0	331,529	331,529 - -	
						- - -	
		,	Total	0	331,529	331,529	
		EX	PENDITURES		•		
Object Code	Appr Unit	Description		Current Budget	Increase (Decrease)	Revised Budge	
3610	877	CO Equipment		0	331,529	331,529	
						-	
						_	
¥						_ _	
						-	
			Total	0	331,529	331,529	
	te money fro	m Fund Balance to purchase bullous in compliance with NCDENR.					
Funding State: Other:		Fund E Federal: A Coun	Balance: nty: New: Prior Year:		Other:		
Submitte	d By: Ach	T. Houles Department Head	Date: <u>6 2 11</u>		Approved By:		
Reviewed	d By:	Budget Analyst	_ Date: <u>684</u>	Co	Da Dunty Manager	ate:	

Date:

Information Services

Deputy/Assistant County Mgr

Reviewed By:

Reviewed By:

Reviewed By:

Assistant County Mgr

**Budget Office Use** 

**Budget Revision No.** 

B11-406

Date Completed

6/9/2011 **Date Received** 

**Board of County** 

Commissioners

Date:

				Date comp		
Fund No	106		gan. No. <u>4718</u>		0 -	- (2)
Organizati	on Name	: School Capital Outlay - L	ottery	ITEM	NO & _	<u> </u>
			REVENUE		A 2000 C	
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budget
4578		NC Lottery Proceeds		8,440,675	(23,832)	8,416,843
			Total <b>EXPENDITURES</b>	8,440,675	(23,832)	8,416,843
Object	Appr		LAI LINDITORLO	Current	Increase	Revised
Code	Unit	Description		Budget	(Decrease)	Budget
3880	410	Transfer to General Fund		4,592,745	(23,832)	4,568,913
Justificat	ion:		Total	4,592,745	(23,832)	4,568,913
FY 2011 i	nterest pa on-federa	inadvertently failed to submi ayment for the 2011A Qualificully subsidized portion of FY ars.	ed School Construction	Bonds. Therefor	e, school sales ta:	x will be used to
Funding State: Other:		Federal: Fees:	und Balance: County: New: Prior Year:		Other:	
Submitte	d By: _	Department Hea	Date:d	-	Approved By:	
Reviewed	/ ) d By: _	Bob Jucha Finange Departm	Date: <u>6/9//</u>	c	ounty Manager	Date:

**Budget Office Use** 

**Budget Revision No.** 

B11-406A 6/9/2011

Date Received

				Date Com	pleted	
Fund No.	106	Agency No. <u>412</u> Organ. No	4106			
Organizati	on Name	e: Special Sales Tax				
		REVE	NIIE			
Revenue Source		Description	IVOL	Current	Increase	Revised
Code	golyanya sharik arang siylak annasan siyeeya	•		Budget	(Decrease)	Budget
9901		Fund Balance Appropriated (Sales Tax)		0	23,832	23,832
			Total	0	23,832	23,832
		EXPEND	ITURES			
Object Code	Appr Unit	Description		Current Budget	Increase (Decrease)	Revised Budge
3880	404	Transfer to General Fund		3,319,713	23,832	3,343,545
			Total	3,319,713	23,832	3,343,545
FY 2011 in	l system iterest pa on-federa	inadvertently failed to submit an application ayment for the 2011A Qualified School Coully subsidized portion of FY 2011 interesters.	nstruction E	Bonds. Therefor	e, school sales tax	will be used to
Funding S State: Other:		Fund Balance: Federal: County: Fees: Prio	New: or Year:		Other:	
Accordance seasons of a good principality of these residences	S. C. a des l'accessors e paragramatica d'altre provincia					
Submitted	l By:	Department Head	.5		Approved By:	
Reviewed	Бу: _		: 6/9/11			ate:
		A Einance Denartment		T Co	ounty Manager	

Date: 6/6/1

Reviewed By:

Assistant County Mgr

**Board of County** 

Commissioners

Date:

Budget Office Use

Budget Revision No. Date Received

**Date Completed** 

B11-416

6/13/2011

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

Organization Name: Recreation and Parks

Organizati	on Name	: Recreation and Parks	•	ITEM N	o. <u>al</u>	(4)
			REVENUE			
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budget
1000		Taxes Current Year		2,911,257	100,000	3,011,257
		FX	PENDITURES	2,911,257	100,000	3,011,257
Object Code	Appr Unit	Description	LADITORES	Current Budget	Increase (Decrease)	Revised Budget
3390	726	Contracted Services		3,075,008	100,000	3,175,008
	the amo	unt of \$100,000 to recognize additi	Total ional revenue anticip	3,075,008 pated to be earn	100,000 ned in FY2011 to p	3,175,008 eay City of
Funding S State: Other:	ource:	Fund E Federal: Cou Fees:	Balance: nty: New: Prior Year:		Other: _	
Submitted	Ву:	Department Head	_ Date:		Approved By:	
Reviewed Reviewed	<u> </u>	Finance J  Deputy/Assistant County Mgr		Part Control of Contro	ounty Manager coard of County commissioners	Date:

Information Services

Budget Office Use

Date Received Date Completed

Budget Revision No. B11-407

Fund No.	101	_Agency No431Organ. No	432M		<u> </u>	(~)
Organizatio	on Name:	South Central Partnership for Public Heal	<u>th</u>	ITEM NO.	2 L	(5)
			REVENUE			
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budget
4154		South Central Partnership for Public Health		0	11,000	11,000
		E	Total	0	11,000	11,000
Object Code	APRs Unit	Description	APENDITURES	Current Budget	Increase (Decrease)	Revised Budget
4154		South Central Partnership for Public Health		0	11,000	11,000
			Total	<u>-</u>	11,000	11,000
Justification This budge for Public H	et revision requ	uests to budget for funding to be received from	The North Carolina Public Health Ind	cubator Collaborativ	e / The North Card	olina Institute
State: Other:		Fund Balance: County:	Prior Year:		Other: <u>11,</u>	000
Submitted	I Ву:	Department Head	5.26.1\ Date:		Approved By:	
Reviewed	创: <u>约</u>	Angle Angles	6/10/11 Date:		unty Manager	)ate:
Reviewed	Ву:	Deputy/Assistant County Mgr	Q[B[II Date:		ard of County mmissioners D	)ate:
	_		Deter			

**Budget Office Use** 

**Board of County** 

Commissioners

Date:

**Budget Revision No.** 

B11-404

Date Received Date Completed 6/7/2011

Fund No	101	Agency No450	Organ. No. <u>4509</u>			. (1)
Organizati	on Name	: Soil & Water Conserva	ation District		и NO. <u>2</u> I	_(6)
			REVENUE			
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budget
7757		Fundraisers		1,848	3,104	4,952
			Total		3,104	
the second secon			EXPENDITURES			
Object Code	Appr Unit	Description		Current Budget	Increase (Decrease)	Revised Budge
2757	366	Fundraisers		4,094	3,104	7,198
			Total	4,094	3,104	7,198
<b>Justificati</b> Revision to	on: budget	additional fundraidser rever	nue earned in FY 2011 that h	as not previous	sly been budgeted.	
Funding S State: Other:		Federal: Fees:	Fund Balance: County: New: Prior Year:		Other:	
Submitted	l By: _	Kay B Bulli Department He	ard Date: <u>6/1/11</u>		Approved By:	
H() Reviewed	Ву: _	Bot Juch	Date: <u>6/7/11</u>	С	Da ounty Manager	ate:

Finançe Department

Assistant County Mgr

Reviewed By:

**Budget Office Use** 

**Budget Revision No.** 

<u> B11 - 385</u>

Date Received
Date Completed

Fund No. 253 Agency No. 450 Organ. No. 450E

Organization Name: NORCRESS

		RE	VENUE			
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budge
9901		Fund Balance Appropriated		100,000	123,671	223,671
						-
						-
						<del>-</del>
						_
			Total	100,000	123,671	223,671
		EXPE	NDITURES			
Object Code	Appr Unit	Description		Current Budget	Increase (Decrease)	Revised Budge
3435	695	Maintenance and Repair Other		103,100	123,671	226,771
						-
						-
						-
						-
						-
			Total	103,100	123,671	226,771

Revision in the amount of \$123,671 to appropriate fund balance for the rehabilitation and repair of twenty manholes and one wetwell in the amount of \$112,428.00 to A.C. Schultes of Carolina, Inc. and a 10% contingency of \$11,243.00.

Funding Source: State: Other:		d Balance: ounty: New: Prior Year:	Other:
Submitted By:	-Department Head	Date: 5 23 11	Approved By:
Reviewed By:	Bot Jucha Finance Departmen	Date: <u>5   23   Î l</u>	Date:
Reviewed By:	Assistant County Mgr	Date: <u>6 15 11</u>	Board of County Commissioners Date:

Budget Office Use

**Budget Revision No.** 

**Date Received** 

B11-412

**Date Completed** 

	_	
6/1	3	/2011

Fund No.	252	_Agency No. <u>450</u> Org	an. No. <u>4517</u>			_	\
Organizati	on Name	: Eastover Sanitary District	General Fund	ITEN	vi No. <u>a</u>	I(	8a.)
			REVENUE				
Revenue Source Code		Description		Current Budget	Increase (Decrease)		Revised Budget
9901		Fund Balance Appropriated		65,000	26,000		91,000
	appears an account of Williams		Total EXPENDITURES	65,000	26,000		91,000
Object Code	Appr Unit	Description		Current Budget	Increase (Decrease)		Revised Budget
3747	688	Engineering		74,000	26,000		100,000
			Total	74,000	26,000		100,000
Justificati Revision to		iate fund balance to increase th	ne engineering expenditur	e budget.			
Funding State: Other:	Source:		nd Balance: County: New: Prior Year:		Other: _		
Submitted	d By:	Department Head	Date:		Approved By:		
Reviewed Reviewed	-	Bot-Juchen Finance Departme	nt Date:		County Manager	_Date:	
Ventenen	. ⊌у	Assistant County Mgr			Commissioners	Date:	

**Budget Office Use** 

Budget Revision No.

B11-413

**Date Received Date Completed**  6/13/2011

Fund No. 252 Agency No. 450 Organ. No. 4517

(-1)

Organization Name: Eastover Sanitary District General Fund		ITEM NO. 2 I(86)				
		R	EVENUE			
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budget
9901		Appropriated Fund Balance		91,000	50,000	141,000
	unies gyponordd Millignes		Total	91,000	50,000	141,000
Object Code	Appr Unit	Description	ENDITURES	Current Budget	Increase (Decrease)	Revised Budge
387N	693	Transfer to Fund 012 (Sewer Phase	e II)	0	50,000	50,000
			Total	0	50,000	50,000
ESD Sewe initial costs Funding S State:	o appropi er Project s" if and v	riate ESD fund balance to transfer fun which is currently proposed but unfur when the proposed project is funded by Fund Bal Federal: County	nded. The ESD G y grant or other m lance:	Seneral Fund w	ill be reimbursed foi	Phase II of the these "upfron
Submitte	d By:	Department Head	Date:		Approved By:	
110		Department rious				

**Budget Office Use** 

**Budget Revision No.** 

B11-413A 6/13/2011

Date Received

				Date Com	oleted	
Fund No.	012	Agency No. 450 Organ. No.	450H			
Revenue						
Fund No						
Revenue		· ·	Y LIVO L			
		Description				Revised
Code		•		Buaget	(Decrease)	Биаде
9135		Transfer from ESD General Fund		0	50,000	50,000
			Total	0	50.000	50,000
		EXPE		22 to the least of the section of th	,	
-		Description				Revised Budge
3419	MCC	Miscellaneous		0	10.000	10,000
					•	40,000
			Total	0	50,000	50,000
To budget costs relate	a transfe ed to Pha	ase II of the ESD Sewer Project which i	s currently prop	oosed but unfur	ded. The ESD Ger	neral Fund wil
State:					Other:	
			i i			

Approved By: Submitted By: Date: Department Head Reviewed By: Date: County Manager Finance Department **Board of County** Reviewed By: Commissioners Date: Assistant County Mgr

Budget Office Use Budget Revision No. アルイの8

Date Received
Date Completed

BII: 408 - 6:9:11

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

Organization Name: MH- Adult Contracts

TEM NO. 2 I (9a)

				2 3	S. C. Services	_
Other the control of			REVENUE			
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budget
4246		NC AMH-State		909,784	81,286	991,070 - - - -
			Total	909,784	81,286	991,070
			EXPENDITURES			
Object Code	Appr Unit	Description		Current Budget	Increase (Decrease)	Revised Budget
3391	486	Other Services		300,000	81,286	381,286 -
						- - - -
l. otificati			Total	300,000	81,286	- 381,286

Justification:

Allocation 11-S72-CU-16 received from State of NC for FEMA Crisis Counseling (ISP) due to April 16, 2011 tornadoes.

Funding Source State: 81,286 Other:			Other:
Submitted By:	Candi Uall Department Head	Date: <u>[6/3][]</u>	Approved By:
Reviewed By:	Leon Outres Budget Analyst	Date: 6.9.11	Date: County Manager
Reviewed By:	Deputy/Assistant County Mgr	Date: 6511	Board of County Commissioners Date:
Reviewed By:	Information Services	Date:	

**Budget Office Use** Budget Revision No. B11.409

**Date Received Date Completed** 

Fund No	112	Agency No.	43A	_Organ. No.	434W
Organizațio	n Name:	MH- Smar	t Start		

2I(9b) ITEM NO

4,700

9,700

Organizati	JII IVAIIIC	: WH- Smart Start		IIEM I	VO	· (90.)
			REVENUE			
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budget
4211		NC DHS Smart Start		243,350	4,700	248,050 -
						- - -
			Total	243,350	4,700	248,050
COMMON TO A COLOR TO COMMON TO COMMO			EXPENDITURES			
Object Code	Appr Unit	Description		Current Budget	Increase (Decrease)	Revised Budget
2601 2393 3470	430 430 430	Office Supplies Educational Supplies Travel		1,500 2,000 1,500	1,850 3,500 (650)	3,350 5,500 850
						- - - -

Justification:

Additional Funds Received from CC Partnership

Funding Source State: 4,700 Other:			Other:
Submitted By:	Candi Gorli Department Head	Date: <u>6/9/11</u>	Approved By:
Reviewed By:	Budget Analyst	Date: <u>6.9.11</u>	Date:
Reviewed By:	Deputy/Assistant County Mgr	Date: <u>6</u>  5	Board of County Commissioners Date:
Reviewed By:	Information Services	Date:	

Total

5,000

**Budget Office Use** 

Commissioners

Date:

**Budget Revision No. Date Received** 

B11-417

**Date Completed** 

6/14/2011

Fund No. 470 Agency No. 429 Organ. No. 4260

Deputy/Assistant County Mgr

Fund No. $\_$	470	_ Agency No429Orgai	n. No. 4260			
Organizatio	on Name	: Beaver Dam Fire District	AB10010101000000	ITEM NO.	aI(	10)
			REVENUE			
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budget
1000		Taxes Current Year		118,473	5,000	123,473
		E	Total <b>KPENDITURES</b>	118,473	5,000	123,473
Object	Appr		KPENDITURES	Current	Increase	Revised
Code	Unit	Description		Budget	(Decrease)	Budget
5552	837	Fire Protection Contract		130,208	5,000	135,208
			Total	130,208	5,000	135,208
<b>Justificatio</b> Revision in year.		unt of \$5,000 to increase contrac	t for additional revenu	e anticipated to	earn for remainde	r of fiscal
Funding Se State: Other:	ource: 5,00	Federal: Co	Balance: unty: New: Prior Year:		Other:	
Submitted		Department Head	Date:		Approved By:	
Reviewed	By: <u> _</u>	Finance	Date: 6   \( \lambda \).	Co	ounty Manager	Date:
Reviewed	Ву:	Any Mauum	Date:6/15/1/		oard of County	

Budget Office Use

**Budget Revision No. Date Received** 

**Date Completed** 

B11-418

6/14/2011

Agency No. Organ. No. Fund No. 474 429 4266

Organizati	on Name	: Cotton Fire District	NO. <u>4200</u>			
		F	REVENUE			
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budget
1000		Taxes Current Year		660,656	20,000	680,656
a to the control of t	nggapang-akapang-akapang-akapang-akapang-akapang-akapang-akapang-akapang-akapang-akapang-akapang-akapang-akapa	FYP	Total ENDITURES	660,656	20,000	680,656
Object Code	Appr Unit	Description		Current Budget	Increase (Decrease)	Revised Budget
5552	840	Fire Protection Contract		710,721	20,000	730,721
Justificati	nicognonimosooosoo kasada k		Total	710,721	20,000	730,721
Revision in year.	the amo	unt of \$20,000 to increase contract Fund B		ue anticipated t	o earn for remaind	der of fiscal
Funding S State: Other:		Federal: Coun			Other: _	
Submitted		Department Head	Date:	Constant Con	Approved By:	
Reviewed Reviewed		Finance ()  Deputy/Assistant County Mgr	Date: <u>6 14.11</u>	B	ounty Manager oard of County ommissioners	Date:

**Budget Office Use** 

Budget Revision No.

**Date Completed** 

**Date Received** 

B11-419

6/14/2011

Fund No. 476 Agency No. 429 Organ. No. 4268 Organization Name: Cumberland Road Fire District **REVENUE** Revenue Current Increase Revised Source Description **Budget Budget** (Decrease) Code 1000 Taxes Current Year 415,670 20,000 435,670 Total 415,670 20,000 435,670 **EXPENDITURES** Object Current Increase Revised Appr Description Code Unit **Budget** (Decrease) Budget 5552 841 Fire Protection Contract 454,330 20,000 474,330

> Total 454,330 20,000 474,330

Justification:

**Funding Source:** 

Revision in the amount of \$20,000 to increase contract for additional revenue anticipated to earn for remainder of fiscal year.

Fund Balance:

Other: 20	0,000 Fees: Co	Prior Year:	Other:	-
Submitted By:	Department Head	Date:	Approved By:	ATTENDED
Reviewed By:	Xella Cutza	Date: 6. 1\(\frac{1}{1}\)	Date: County Manager	
Reviewed By:	Deputy/Assistant County M	Date: <u>6 15 11</u> gr	Board of County Commissioners Date:	
		Constitution of the Consti		(Colores

**Budget Office Use** 

**Budget Revision No.** 

B11-420

**Date Received Date Completed**  6/14/2011

Agency No. 429 **Organ. No.** Fund No. 486 4278 Organization Name: Lake Rim Fire District **REVENUE** Revenue Current Increase Revised Source Description **Budget** (Decrease) **Budget** Code 1000 Taxes Current Year 9,873 5,000 14,873 Total 9.873 5,000 14,873 **EXPENDITURES** Object **Appr** Current Increase Revised Description Code Unit **Budget** (Decrease) **Budget** 5552 847 Fire Protection Contract 9,344 5,000 14,344 Total 9,344 5,000 14,344 Justification: Revision in the amount of \$5,000 to increase contract for additional revenue anticipated to earn for remainder of fiscal year. **Funding Source: Fund Balance:** County: State: Federal: New: Other: Other: 5,000 Prior Year: Fees: Submitted By: Approved By: Date: **Department Head** Date: Figance **County Manager** Reviewed By: **Board of County** Deputy/Assistant County Mgr Commissioners Date:

**Budget Office Use** 

Commissioners

Date:

**Budget Revision No.** 

**Date Received Date Completed**  B11-421

6/14/2011

Fund No. 492 Agency No. 429 Organ. No. 4284 Organization Name: Pearces Mill Fire District **REVENUE** Revenue Current Increase Revised Source Description **Budget** (Decrease) **Budget** Code 1000 Taxes Current Year 671,810 10,000 681,810 Total 671,810 10,000 681,810 **EXPENDITURES** Object Appr Current Increase Revised Description Code Unit **Budget** (Decrease) **Budget** 5552 849 Fire Protection Contract 739,806 10,000 749,806 Total 739,806 10,000 749,806 Justification: Revision in the amount of \$10,000 to increase contract for additional revenue anticipated to earn for remainder of fiscal year. **Funding Source: Fund Balance:** State: Federal: County: New: Other: Other: 10,000 Fees: Prior Year: Submitted By: Date: Approved By: Department Head Reviewed By: Date: Financé\ **County Manager** Reviewed By: **Board of County** Deputy/Assistant County Mgr

**Budget Office Use** 

Budget Revision No.

Date Received
Date Completed

B11-422

6/14/2011

Fund No. 496 Agency No. 429 Organ. No. 4292

Organizati	on Name	: Vander Fire District					
REVENUE							
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budget	
1000		Taxes Current Year		720,399	15,000	735,399	
		FXF	Total <b>PENDITURES</b>	720,399	15,000	735,399	
Object Code	Appr Unit	Description		Current Budget	Increase (Decrease)	Revised Budget	
5552	852	Fire Protection Contract		792,067	15,000	807,067	
		unt of \$15,000 to increase contract	Total for additional reven	792,067 ue anticipated to	15,000 o earn for remain	807,067 der of fiscal	
Funding S State: Other:	ource: 15,00	Fund B Federal: Coun  Fees:			Other: _		
Submitted Reviewed Reviewed	Ву: ❤️	Department Head  Finance  Deputy/Assistant County Mgr	Date: <u>(0.14.11</u> Date: <u>(1511</u>	Во	Approved By:  ounty Manager  oard of County ommissioners	Date:	

**Budget Office Use** 

Budget Revision No.

**Date Completed** 

B11-423

Date Received 6/15/2011

Fund No. 101 Agency No. 440 Organ. No. 4402

9-(11)

Organization Name: Library			ITEM NO. 2 I (11)			
			REVENUE			endontas erzinasan appeljärikteim Manz-ausrupei (1997)
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budget
6130		Contributions		0	6,503	6,503
		EX	PENDITURES	0	6,503	6,503
Object Code	Appr Unit	Description		Current Budget	Increase (Decrease)	Revised Budget
345E	292	Contributions		0	6,503	6,503
Justification	the amou	unt of \$6,503 to recognize contribu	Total	0 ne estate of Mr.	6,503 Steve Hudson to be	6,503 e placed
Funding So State: Other:	·	Fund E Federal: Coui	Balance: nty: New: Prior Year:		Other:	
Submitted	Ву:	Department Head	Date:		Approved By:	
Reviewed I Reviewed I		Finance    Finance	Date: 6/15/11  Date: 6/15/11	Во	unty Manager ard of County	ate:

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



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

ITEM NO.

JUNE 10, 2011

MEMO TO:

**Cumberland County Board of Commissioners** 

**Cumberland County Joint Planning Board** 

SUBJECT:

FROM:

Case P11-24: Rezoning of 11.57+/- acres from A1 Agricultural to R20 Residential or to a more restrictive zoning district, located at the southwest quadrant of H Bullard Road and Cypress Lakes Road, submitted by Charles H.

and Charles T. Gardner (owners).

ACTION:

Members present at the May 17, 2011 meeting voted to recommend approval of

R20 Residential District.

SITE INFORMATION: Frontage & Location: 1,000.00'+/- on SR 2240 (H Bullard Road) & 200.00'+/-; on SR 2239 (Cypress Lakes Road); Depth: 660.00'+/-; Jurisdiction: Cumberland County; Adjacent Property: No; Current Use: 3 residential structures & woodlands; Initial Zoning: A1 - June 25, 1980 (Area 13); Nonconformities: If approved, existing manufactured dwellings will become nonconforming; Zoning Violation(s): None; Surrounding Zoning: North: A1 & R15; South and East: A1 & RR; West: A1; Surrounding Land Use: Residential (including manufactured dwellings) & woodlands; 2030 Growth Strategy Map: Urban; Special Flood Hazard Area (SFHA): None; Water/Sewer Availability: PWC/Septic; Fayetteville Sewer Service Area: Yes; Soil Limitations: None School Capacity/Enrolled: Alderman Road Elementary: 750/715; Gray's Creek Middle: 1,000/911; Gray's Creek High: 1,270/1,236; Subdivision/Site Plan: If approved, plan review and approval required prior to development; Sewer Service Area: n/a; Average Daily Traffic Count (2008): 630 on SR 2240 (H Bullard Road) & 1,200 on SR 2239 (Cypress Lakes Road); Highway Plan: Cypress Lakes Road is identified in the Highway Plan as a major thoroughfare. The plan calls for widening to a multilane facility (4 lanes) with a ROW of 110 feet; Notes: Density minus 15% for R/W: A1 - 5 lots/units, R40 - 11 lots/units, R30 - 14 lots/units, R20 - 21 lots/units; Minimum Yard Setback Regulations: A1: Front yard: 50', Side yard: 20', Rear yard: 50'; R40, R30 & R20: Front yard: 30', Side yard: 15', Rear yard: 35'.

#### MINUTES OF MAY 17, 2011

The Planning & Inspections Staff recommends approval of the R20 Residential district based on the following:

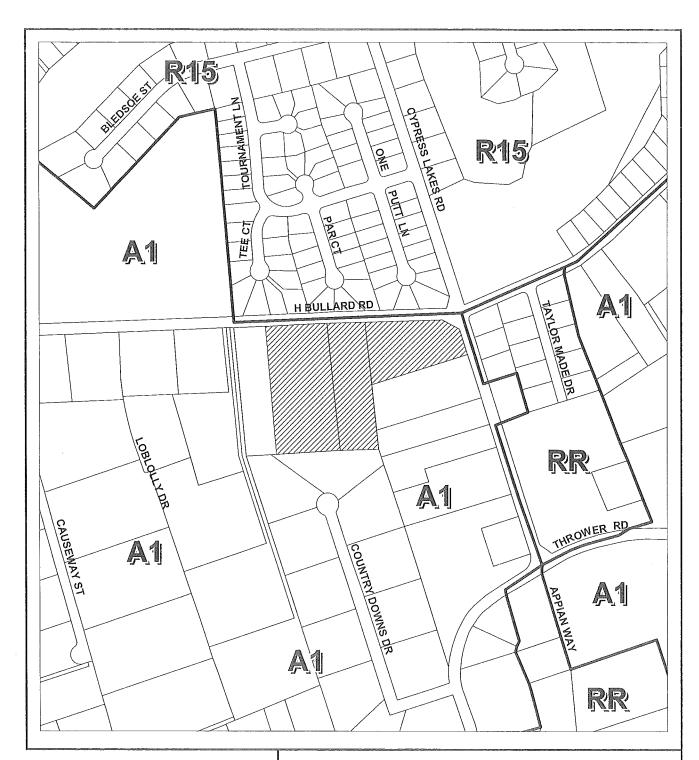
- 1. The district requested is consistent with the 2030 Growth Vision Plan, which calls for "urban area" at this location, as well as meeting the location criteria for suburban density residential development as listed in the Land Use Policies Plan; and
- 2. The request is consistent with surrounding zoning and land uses.

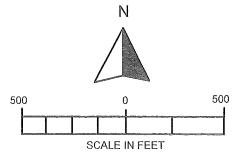
The R30 and R40 Residential districts could also be considered suitable for this request.

Mrs. Piland made a motion, seconded by Mr. Cain to follow the staff recommendation and approve case P11-24 for R20 Residential district. Unanimous approval.

## First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.





PIN: 0432-72-4683 PIN: 0432-72-7654 PIN: 0432-82-0855

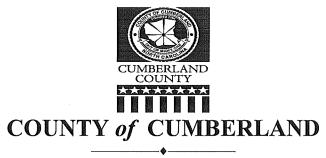
## REQUESTED REZONING A1 TO R20

ACREAGE: 11.57 AC.+/-	HEARING NO: P11-24		
ORDINANCE: COUNTY	HEARING DATE	ACTION	
STAFF RECOMMENDATION			
PLANNING BOARD			
GOVERNING BOARD			

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



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

JUNE 10, 2011

MEMO TO:

Cumberland County Board of Commissioners

ITEM NO. \_

FROM:

Cumberland County Joint Planning Board

SUBJECT:

Case P11-18: Rezoning of 3.06+/- acres from A1A Agricultural to C(P) Planned Conditional Zoning District for recreation/amusement facility, indoor and outdoor or to a more restrictive zoning district; located at 8640 Burnett Road; submitted by Ronald W. and Jennifer

Wood Lewis (owners).

requested: Museum, Weddings, Reunions, School Tours.

ACTION:

Members present at the May 17, 2011 meeting voted to recommend approval of C(P) Planned Commercial/CZ Conditional Zoning for a "for profit" indoor and outdoor recreation/amusement facility.

SITE INFORMATION: Frontage & Location: 663.80'+/- on SR 1812 (Burnett Road): Depth: 221.91'+/-; Jurisdiction: Cumberland County; Adjacent Property: Yes, south of subject property; Current Use: 1 dwelling; Initial Zoning: A1 - November 25, 1980 (Area14); rezoned to A1A July 16, 2001; Nonconformities: None; Zoning Violation(s): None; Surrounding Zoning: North, East & West: A1A; South: A1A & CD; Surrounding Land Use: Residential (including manufactured dwellings), farmland & woodlands; Northeast Cumberland Plan: Farmland; Special Flood Hazard Area (SFHA): None; Water/Sewer Availability: Well/Septic; Soil Limitations: None; School Capacity/Enrolled: District 7 Elementary: 300/269; Mac 1,270/1,208; Cape Fear High: 1,425/1,555; Subdivision/Site Plan; If Williams Middle: approved, "Ordinance Related Conditions" apply; Average Daily Traffic Count (2008): 260 on SR 1812 (Burnett Road); Highway Plan: Burnett road is identified in the Highway Plan as a major thoroughfare. Current right-of-way is adequate at 60 feet. There are no recommended improvements; Notes: Density: A1A - 3 lots/units; Minimum Yard Setback Regulations: A1A: Front yard: 50', Side yard: 20', Rear yard: 50'; C(P): Front yard: 50', Side yard: 30', Rear yard: 30', Note: Aversboro Viewshed front yard setback is 70' regardless of the zoning district; Uses

MINUTES OF MAY 17, 2011

The Planning & Inspections Staff recommends conditional approval of the requested rezoning to a C(P) Planned Commercial/Conditional Zoning District [C(P)/CZ] for the "for profit" indoor and outdoor recreation/amusement facility, specifically used as a museum and for weddings, reunions and school tours, based on the following:

Although the request is not consistent with the Northeast Cumberland Area Plan, which calls for "farmland" in this area, with the voluntary restriction of uses typically allowed within the C(P) district to the stated uses in the application, the site plan as proposed and the conditions placed on the permit, the request affords protection to the character of the community;

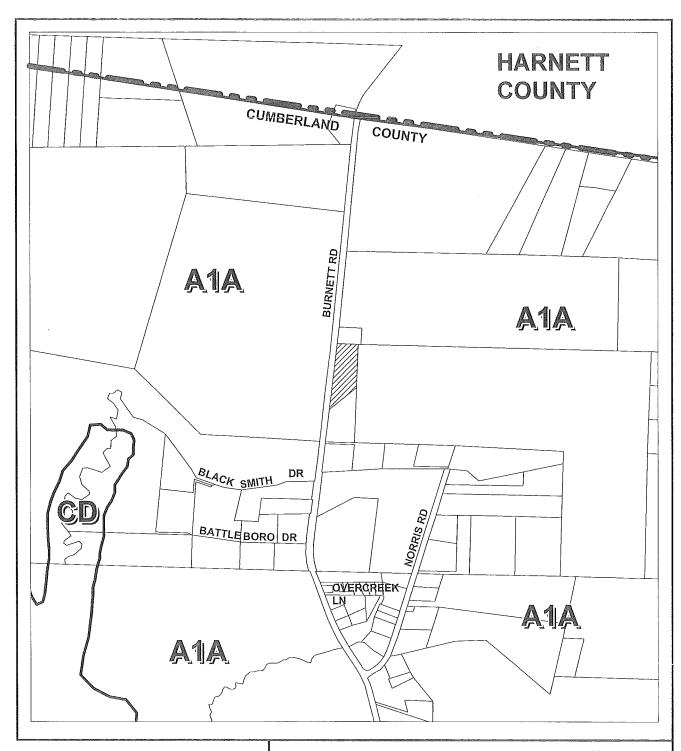
- 2. The request for the subject property is also not consistent with the location criteria of the Land Use Policies of the 2030 Growth Vision Plan in that public water and sewer is not available and the property is not located within an activity node; however, the request is reasonable since the uses proposed could be a valuable asset as a historical and educational resource for the County; and
- 3. The property owners' request to reserve area for a future sidewalk rather than construct a sidewalk is also reasonable and will ensure that this development retains the character of the surrounding area, satisfies the public purposes of the ordinance and will aid in ensuring that this development conforms to and is compatible with the development of the surrounding land uses.

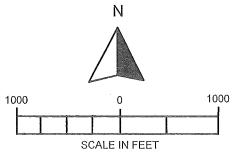
There are no other suitable zoning districts to be considered for this request and the property owner has voluntarily agreed to this staff recommendation and all attached "Ordinance Related Conditions."

Mrs. Piland made a motion, seconded by Mr. Cain to follow the staff recommendation and approve case P11-18 for C(P) Planned Commercial/(CZ) Conditional Zoning for a "for profit" indoor and outdoor recreation/amusement facility. Unanimous approval.

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

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

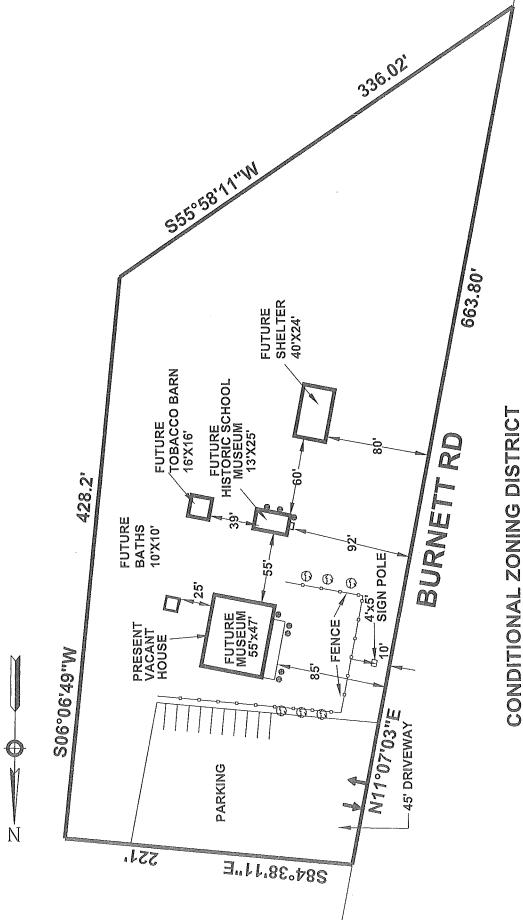




PIN: 0594-54-3768

## REQUESTED REZONING A1A TO C(P)/CZ

ACREAGE: 3.06 AC.+/-	HEARING N	O: P11-18
ORDINANCE: COUNTY	HEARING DATE	ACTION
STAFF RECOMMENDATION		
PLANNING BOARD		
GOVERNING BOARD		



REQUEST: A "FOR PROFIT" RECREATION/AMUSEMENT FACILITY INDOOR AND OUTDOOR

CASE: P11-18 ACREAGE: 3.06 AC ±

SCALE: NTS

ZONED: A1A

PARKING: 11 SPACES

\*SCALED DETAILED SITE PLAN IN FILE AVAILABLE FOR REVIEW UPON REQUEST

Case: P11-18 May 10, 2011

#### **Conditional Zoning**

#### DRAFT

#### Ordinance Related Conditions for the Permit

#### **Pre- Permit Related:**

- 1. Prior to development/building permits being issued the developer must submit three copies of a revised site plan to the Land Use Codes Section addressing the following:
  - a. All required off-street parking spaces are required to be a minimum of 9' x 20'. A minimum of eight off-street parking spaces is required for the museum, plus one space for each four persons in design capacity of the other buildings/shelters to be used for weddings, reunions and tours. If the museum is to be operated at the same time as weddings and reunions, the required parking for the museum cannot be counted for the required parking for the wedding and reunion uses. (Note: Information regarding design capacity must be provided in addition to operating hours for the museum.)
  - b. Landscaping must be provided in accordance with Section 1102 N, Landscaping, County Zoning Ordinance. The following are the minimum standards for the required landscaping of this site:
    - a. Thirteen large shade trees or 26 small ornamental trees within the front yard setback area;
    - b. Two large shade trees and 22 shrubs are required in the building yard area; and
    - c. Depending on the number of off-street parking spaces required, additional landscaping may be necessary.

#### In addition:

- a. Required plant materials shall be maintained by the property owner, including replacing dead or unhealthy trees and shrubs; and
- b. All yard and planting areas shall be maintained in a neat, orderly, and presentable manner and kept free of weeds and debris.

#### Permit-Related:

- 2. The owner/developer(s) of these lots must obtain detailed instructions on provisions of the County Zoning Ordinance and permits required to place any structure within this development from the County Code Enforcement Section, Room 101 in the Historic Courthouse at 130 Gillespie Street. For additional information, the developer should contact a Code Enforcement Officer.
- 3. All required building and zoning permits for every structure, existing and proposed, must be obtained prior to any building final inspection and/or commencement of the non-residential use of the subject property.
- 4. The County Health Department must approve water and sewer plans prior to application for any permits. Site and soil evaluations must be conducted on the property by the County Environmental Health Department prior to application for permits. A copy of the Health Department approval must be provided to Code Enforcement at the time of application for any building/zoning permits. (Note: All Health Department requirements must be met prior to issuance of final permits.) (Section 2306 A, Water and Sewer, County Subdivision Ordinance)
- 5. The developer must provide a site-specific address and tax parcel number at the time of building/zoning permit application.
- 6. New development, where the developer will disturb or intends to disturb more than one acre of land, is subject to the Post-Construction Stormwater Management Permitting Program (Phase II Stormwater Management Requirements) administered by the Division of Water Quality, North Carolina Department of Environment and Natural Resources. If one acre or more of land is to be disturbed, prior to the issuance of any building/zoning permits for this site, a copy of the State's *Post-Construction Permit* must be provided to County Code Enforcement.

- 7. For any new development where the developer disturbs or intends to disturb more than one acre of land, the developer must provide the Code Enforcement Section with an approved NC Department of Environment and Natural Resources (NCDENR) sedimentation and erosion control plan (S&E) prior to any application for permits. (Note: If any retention/detention basins are required for state approval of this plan, then three copies of a revised plan must be submitted and approved by Planning & Inspections prior to application for any building/zoning permits.) A copy of the NCDENR approval must be provided to Code Enforcement at the time of application for any building/zoning permits.
- 8. The building final inspection cannot be accomplished until a Code Enforcement Officer inspects the site and certifies that the site is developed in accordance with the approved plans.

#### Site-Related:

- 9. All uses, dimensions, setbacks and other related provisions of the County Subdivision and Zoning Ordinances for the C(P)/CZ zoning district for the proposed museum, weddings, reunions, and school tours uses and the conditions placed upon the permit must be complied with, as applicable. Note: No uses other than those specifically stated are permitted on this site.
- 10. This conditional approval is not approval of the permit for the freestanding sign. Attached signage for this development must be in accordance with the applicable sign regulations as set forth in Article XIII of the County Zoning Ordinance and that the proper permit(s) must be obtained prior to the installation of any permanent signs on the property. (Note: This conditional approval is **not** approval of the size, shape, or location of any signs.)
- 11. An area along NC HWY 82 (SR 1812 Burnett Road) must be reserved for future sidewalk construction.
- 12. For any new development, an adequate drainage system must be installed by the developer in accordance with the NC Department of Environment and Natural Resources' (NCDENR) *Manual on Best Management Practices* and all drainage ways must be kept clean and free of debris. (Section 2306 D, County Subdivision Ordinance)
- 13. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306 C, County Subdivision Ordinance)
- 14. The developer must obtain a driveway permit from the NC Department of Transportation (NCDOT). A copy of the approved driveway permit must be provided to Code Enforcement at the time of application for building/zoning permits.
- 15. Turn lanes may be required by the NC Department of Transportation (NCDOT).
- 16. All lighting is required to be directed internally within this development and comply with the provisions of Section 1102 M, Outdoor Lighting, County Zoning Ordinance.
- 17. All dumpster, garbage, and utility areas shall be located on concrete pads and screened on a minimum of three sides.
- 18. Noise levels shall not exceed 60 dB(A) between the hours of 10:00 pm and 7:00 am. In any event, the noise level, regardless of the time of day, shall not become a nuisance to neighboring properties and strict compliance with the County's Noise Ordinance is required.

#### **Other Conditions:**

- 19. The applicant is advised to consult an expert on wetlands before proceeding with any development.
- 20. The owner/developer is responsible for ensuring easements which may exist on the subject property are accounted for, not encumbered and that no part of this development is violating the rights of the easement holder.

If you need clarification of any conditions, please contact Ed Byrne at 910-678-7609 or Patti Speicher at 910-678-7605; otherwise, contact the appropriate agency at the contact numbers below.

## Contact Information (Area Code is 910 unless otherwise stated):

Improvements Inspection:	Jeff Barnhill	678-7765
Subdivision/Site Plan/Plat	Ed Byrne	678-7609
Code Enforcement (Permits):	Ken Sykes	321-6654
County Health Department:	Daniel Ortiz	433-3680
Ground Water Issues:	Matt Rooney	678-7625
County Public Utilities/NORCRESS:		678-7682
Corp of Engineers (wetlands):	Crystal C. Amschler	(910) 251-4170
NCDENR (E&S):	Sally Castle	433-3300
Location Services:		
Site-Specific Address:	Ron Gonzales	678-7616
Tax Parcel Numbers:		678-7549
NCDOT (driveways/curb-cuts):	Gary Burton	486-1496
Transportation Planning:	Bobby McCormick	678 7632
N.C. Division of Water Quality:	Mike Randall	(919) 733-5083 ext. 545

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners

provisi	and to change the zoning map of the County of Cumberland as provided for under the ons of the County Zoning Ordinance. In support of this petition, as hereinafter requested, owing facts are submitted:
1.	APPLICANT/AGENT: Ronald Wayne Lewis & Wife Jennile
2.	ADDRESS: 3674 River Rol Wade ZIP CODE 38395
3.	TELEPHONE: (Home) 910-323-1903 (Work) 90-489-2907
4.	Location of Property: 8640 Burnette Rd Dunn No. 28334
5.	Parcel Identification Number (PIN #) of subject property: 0594-54-3768 (also known as Tax ID Number or Property Tax ID)
6.	Acreage: $3.06$ Frontage: $6.80$ Depth: $366.03$
7.	Water Provider: UCI
8.	Septage Provider:
9.	Deed Book 724, Page(s) 9, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
10.	Existing use of property: Vacant House
11.	Proposed use(s) of the property: Museum, Weddings, *
•	Proposed use(s) of the property: Museum, Weddings, *
	NOTE: Be specific and list all intended uses.
12.	It is requested that the foregoing property be rezoned FROM:
	TO: (select one)  Conditional Use District, with an underlying zoning district of (Article V)  Mixed Use/Conditional Use District (Article VI)  Planned Neighborhood District/Conditional Use District (Article VII)  Density Development/Conditional Use District, at the Density
	(Article VIII)

## APPLICATION FOR CONDITIONAL USE PERMIT

#### 1. PROPOSED USE(S):

A. List the use(s) proposed for the Conditional Use Permit. (Use of the underlying district will be restricted only to the use(s) specified in this application.)

Civil War Museum, Weddings, Revions School Tours, House Built in 1793, used as a Hospital during civil war, still has carron ball holes From civil war.

B. Density: List the amount of acreage that will be residential, commercial, and/or open space, and the number of lots and/or dwelling units proposed, and the square footage of the non-residential units.

MA

#### 2. DIMENSIONAL REQUIREMENTS:

A. Reference either the dimensional requirements of the district, Sec. 1104 or list the proposed setbacks.

See site Plan

B. Off-street parking and loading, Sec. 1202: List the number of spaces, type of surfacing material and any other pertinent information.

See site Plan

## 3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

Sec site Plan 4x5

#### 7. ACKNOWLEDGEMENT:

It is understood by the undersigned that the official zoning map, as originally adopted and subsequently amended, is presumed to be appropriate to the property involved and that the burden of proof for a zoning amendment (change) rests with the petitioner.

It is the responsibility of the petitioner (personally or by agent) to submit to the Planning and Inspections Department a valid request, not incompatible with existing neighborhood zoning patterns.

In order for the Planning Board to offer a favorable recommendation, and for the Board of Commissioners to approve, any Conditional Use District and Permit they must find from the evidence presented at their respective public hearing that:

- A. The use will not materially endanger the public health or safety if located according to the plan submitted and recommended;
- B. The use meets all required conditions and specifications;
- C. The use will maintain or enhance the value of adjoining or abutting properties, or that the use is a public necessity; and
- D. The location and character of the use, if developed according to the plan as submitted and recommended, will be in harmony with the area in which it is to be located and in general conformity with Cumberland County's most recent Comprehensive Land Use Plan and adopted planning policies.

I further understand I must voluntarily agree to all conditions proposed for the Conditional Use Permit.

The undersigned hereby acknowledge that the Planning and Inspections Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Ronald + Jenni fer Lewis

NAME OF OWNERS (PRINT OR TYRE)

3674 River Rd Wade N.C. 28395

ADDRESS OF OWNER(S)

910-323-1903 910489-2907

HOME TELEPHONE # WORK TELEPHONE #

SIGNATURE OF OWNER(S)

SIGNATURE OF OWNER(S)

1	Kondd W. + Jennifor W Cewis
	NAME OF AGENT, ATTORNEY, APPLICANT (by assign) (PRINT OR TYPE)
	3674 River Rd. Wide ne 21395
	ADDRESS OF AGENT, ATTORNEY, APPLICANT
	910-323-1903 Cul 910-489-2901
	HOME TELEPHONE # WORK TELEPHONE #
	Wind to Demine
	SIGNATURE OF AGENT, ATTORNEY
	OR APPLICANT

- \* ALL record property owners must sign this petition.
- \* The contents of this application, upon submission, becomes "public record."

# CUMBERLAND COUNTY ZONING ORDINANCE FEE SCHEDULE

REQUESTED ZONING DISTRICTS <sup>1</sup>	LESS THAN 5 ACRES	5 TO 50 ACRES	50 TO 100 ACRES	100+ ACRES	
CONDITIONAL USE <u>DISTRICTS²</u> RESIDENTIAL  DD/CUD	\$500	\$500	\$500	\$500	
CONDITIONAL USE  DISTRICTS <sup>2</sup> NONRESIDENTIAL  PND/CUD  MXD/CUD	\$700	\$800	\$800	\$800	

If more than one zoning district is requested in the same application, the highest fee for the district requested will apply.

Page 7 of 10

If a general rezoning is requested and based on recommendations of the Planning Board or County Commissioners, the applicant desires to submit a Conditional Use District and Permit application, the original application fee will be credited towards the Conditional Use District and Permit application fee.

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



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

ITEM NO. \_ 3C

JUNE 10, 2011

MEMO TO:

**Cumberland County Board of Commissioners** 

FROM:

**Cumberland County Joint Planning Board** 

SUBJECT:

Case P11-22: Rezoning of 23.78+/- acres from A1 Agricultural to R15 Residential or to a more restrictive zoning district; located on the northwest side of Ramsey Street northeast W Reeves Bridge Road; submitted by W. Stan Taylor (Trustee) on behalf of KM Taylor Family Trust (owner).

ACTION:

Members present at the May 17, 2011 meeting voted to recommend denial of R20 Residential District and approval of R40 Residential District. The motion passed 5-3 with Mr. Morris, Mr. Clark, and Chair Epler voting in opposition.

SITE INFORMATION: Frontage & Location: 580.00'+/- on US 401 (Ramsey Street); Depth: 1980.00'+/-; Jurisdiction: Cumberland County; Adjacent Property: Yes, northwest of subject property (1/5 interest); Current Use: Woodlands; Initial Zoning: A1 - December 17, 2001 (Area 16); Nonconformities: None; Zoning Violation(s): None; Surrounding Zoning: North: A1; South: A1, R40 & R20; East: A1 & R20 West: A1 & R40; Surrounding Land Use: Residential (including manufactured dwellings) & woodlands; 2030 Growth Strategy Map: Rural; Special Flood Hazard Area (SFHA): None; Water/Sewer Availability: Linden/ Septic: Soil Limitations: None; School Capacity/Enrolled: Raleigh Road Elementary (K-1): 220/244; Long Hill Elementary (2-5): 530/485; Pine Forest Middle: 820/953; Pine Forest High: 1,750/1,525; Subdivision/Site Plan: If approved, review and approval required prior to development; Sewer Service Area: n/a; Average Daily Traffic Count (2008): 5,700 on US 401 (Ramsey Street); Highway Plan: Ramsey Street is identified in the highway plan as a major thoroughfare. This proposal calls for a multi-lane facility (R-2609) with a ROW of 300 feet. Road improvements are included in the 2009-2015 MTIP; Notes: Density minus 15% for R/W: A1 10 lots/units, R40 - 22 lots/units, R30 - 29 lots/units, R20 - 44 lots/units, R15 - 59 lots/units; Minimum Yard Setback Regulations: A1: Front yard: 50', Side yard: 20', Rear yard: 50'; R40, R30 & R20: Front yard: 30', Side yard: 15', Rear yard: 35'; R15: Front yard: 30', Side yard: 10', Rear yard: 35'.

#### MINUTES OF MAY 17, 2011

Mr. Lloyd presented the case information and stated the Planning & Inspections Staff recommends denial of the request for the R15 Residential district but approval of the R20 Residential district for this request based on the following:

1. The request for R15 Residential for the subject property is not consistent with the location criteria for "rural density residential" as listed in the Land Use Policies Plan of the 2030 Growth Vision Plan as public water and sewer are required but not available; the recommendation of R20 Residential does meet the location criteria for the Policies Plan;

2. The R20 Residential district is in character and consistent with the surrounding land use.

The R30 and R40 Residential districts could also be considered suitable for this request.

The applicant has verbally agreed to the Staff recommendation of the R20 Residential district.

There were people present to speak in favor and in opposition.

Mr. William Taylor, spoke in favor. Mr. Taylor stated the property was passed on to him and his siblings when their father passed in 2007 and all live out of town, and are in agreement with R20 zoning. Mr. Taylor feels that this is a chance to follow the 2030 Land Use Plan; they would also like to put the land in the hands of people who are local rather than absentee landlords, because it is difficult for them to manage the property. They do have a contract to sell the property, and believes the property next door to the subject property is zoned R20.

Mr. Morris asked Mr. Taylor if he formally amended his application to R20.

Mr. Taylor stated yes.

Mr. Nick Angelone spoke in opposition. Mr. Angelone stated that his concern was with the density of the area, twenty three acres. Mr. Angelone stated that he sat in on one of the last community meetings, and it was agreed upon that the community wanted to keep a country setting, that they wanted to have one acre, two houses. They did not want commercial or anything else. Mr. Angelone said he had concerns with septic tanks and 120 cars, because if you put that many houses on those twenty three acres there are going to be a lot of cars. He doesn't want 401 N to be like 401 S, eventually the City of Fayetteville will try to annex.

Arnelle Bobbit spoke in opposition. Mrs. Bobbit stated that she previously made two rezoning requests for R20 and was denied, and there were quite a few people present to oppose that request, but six months prior to her request R20 had been approved, now the very people that spoke against her request, are now requesting the same thing. Mrs. Bobbit doesn't understand why it was okay for people to get it before her and if the board grants this request, why would it be okay after trying for 2 years, what is the difference between her request and other requests. Mrs. Bobbit stated that she would like to find out the Board's position on this, although she's not opposed to R20 because it's exactly what she wanted, but she wants to be treated fairly.

Mrs. Piland asked when Mrs. Bobbit's requests came before the board.

Mrs. Bobbit said March 2007 and December 2005 and the person granted R20 prior to her was May 5, 2005.

Chair Epler advised Mrs. Bobbit that every case was different, people who come to speak in favor and in opposition are different, neighborhoods change on a yearly basis, planning changes every time we get a new land use plan, but can't explain why boards vote one way one year and another way three years later.

Mrs. Bobbit said that 30 years is a pretty big gap, however, six months isn't, and she did have the recommendation of the planning staff.

Chair Epler stated that she remembered.

Mrs. Bobbit restated that 30 years was a big gap but six months prior not so much, two years in a row, not so much, couple of years later not so much.

Mrs. Diane Wheatley spoke in opposition. Mrs. Wheatley stated that she lived directly across from the subject property. The areas being referred to as R20 were discussed several years ago at this

board, those are acre lots, that are still zoned at R20 but were built on one acre lots, some more. That area, now referred to as stick built, is somewhat of blight, and doesn't understand why people want to keep this R40 and keep it more rural, people have left, there are multiple families living together, things are falling apart, it's a very interesting neighborhood. Mrs. Wheatley wanted to remind the board that is really on one acre lots, they did not build to R20. The R20 lots down on Sandcastle, those lots are much larger than half acre R20 lots, some of them an acre. The biggest problem, even though there's water out our way, Linden, even though they show soil on one side of the road as not being wet and one side of the road is, there's not a lot of difference. You can walk the areas, septic tanks and many of those being in one area would not be a good idea, it could present a lot of health problems and issues. We have a runway on our property, and doesn't know how people would feel about an airplane being on top of their house, but has no plans to change anything about moving that runway or not flying out of it. That's another reason we would like to see it stay rural, there's a lot of things that go on out there. This is a wonderful country community with good neighbors. If a whole lot of cars start coming in and out, the lifestyle that most of us moved out there to enjoy will change. We do understand the need for growth, but if you look back towards Cumberland County and Fayetteville there is still a whole lot of empty land. There are a whole lot of places people could build and do infill.

#### Public Hearing closed.

Mrs. Piland stated that she had concerns about this, and remembers Mrs. Bobbit's case and all of the opposition. When going through the 2030 process she was not in support of a definition of rural density at an R20 and didn't feel that was rural density, thought it was too dense for a rural area. It is surrounded by A1, and typically we move from A1 to R40 rather than directly to R20.

Mr. Morris stated that this is a sandy ridge on top of having Linden water, and we did this in Castlebrook at R15, which he thought was too dense and felt that R20 was more appropriate, but the Commissioner's made it R15. He always thought that RR density should occur where the soil is best for septic tanks, this is on the Linden Water District, the infrastructure is there, the soils are there, and the roadway is there. If we are going to have density in the Linden Watershed Districts, they should occur where the soil is good or if the soil is bad, we need to have one acre lots or more because the soil can't support it. On this particular piece, this is perfect for R15 and he's asking for R20.

Mr. McLaurin stated that he had some concerns about R20 also even though there is water available, because of the septic systems and with our zero lot line rule in this County. You can say you have R20 but depending on how the lots are laid out. Many of these lots could be barely large enough for a septic system and a repair area which you have to have. We've got places that have been put in with pretty high density in other parts of the County and after a while things get saturated for some reason, people are prone to put sprinklers in and other factors happen, then the next thing you know they want sewer because they went and put septic systems in and time proves that that was not the thing to do on those size lots. Mr. McLaurin thinks that we need to be careful with the zero lot line rule going down to an R20 with septic systems.

## Mr. McLaurin made a motion to deny the request for R20 and approve rezoning to R40, seconded by Mrs. Piland.

Chair Epler agreed with Mr. Morris, there are areas on the north side of Fayetteville that will not lend themselves to septic tanks and are going to make acre and two acre lots mandatory. This is not one of those areas. They have water and they have I-295 coming, while it is today a rural area there is a neighborhood right beside this area that is not rural and that's been there for many years. There are several areas in that neighborhood that are not rural that are not even on this map. Chair Epler feels the board needs to look at this hard......

Mrs. Piland stated that she lives in one of those small sandy areas in her community and has had a septic tank since she has lived there, many years. When that septic line fails, and you have to

put a new one in, we are on an acre and a half that is cleared around the house, and we've used up more than a half an acre with septic lines.

Chair Epler stated that she would venture to say that the Health Department didn't make Mrs. Piland have a repair area at that time. Now before they issue a permit you not only have a drain line you have to have your repair area.

Mrs. Piland said that you can put it in the first time, but when you have to repair it and lay another line, she doesn't know how it can be done on small acreage.

Chair Epler stated that a septic tank permit will require a repair area.

Mr. Morris said when they did Castlebrook which is the same soil at R15, the Health Department issued permits with repair areas.

Chair Epler said that these owners are not local anymore, and doesn't want to see the property sit there and get run down and become a place where people dump their garbage. The numbers have to be there before you develop property, if we aren't more friendly towards this, you will not find many people out there who want to buy twenty or thirty acres and put in twenty two lots, it's not feasible at today's costs.

Mr. Morris said we are trying to make the best of our infrastructure; without the County's help Linden went and got rural grants and extended those lines and a majority of those extensions have been into areas where the water is so poor you can't do anything with it and that's our water system, when we have to service a bunch of R40 it makes our resources stretch a long way, it's not fruitful to have all that low density when we only have a few places we can have higher density, and that's on a sandy ridge and that's right up Ramsey Street and is appropriate for rural density and R20 is very appropriate for that and we start doing R40, all we're doing is urban sprawl, and it's not going to help the community.

Mr. McLaurin said from what Mr. Morris just said the water was put out there evidently for poor water quality....

Mr. Morris corrected Mr. McLaurin and stated lower.

Mr. McLaurin said he agreed with Chair Epler, there is density beside the property, but this is an area with a lot of A1, and in these plans and a lot of meetings Mr. McLaurin went to, there was talk about promoting infill, trying to use resources closer in where you could promote walking and mass transit, there was talk about leapfrogging throughout the County, and this seems like a case of leapfrogging when you go to R20. Just because the water is out there, and the water was not really put out there, according to Mr. Morris, to leapfrog out in the County. It was put out there so that certain people could have good potable water in the rural areas, which looks really rural.

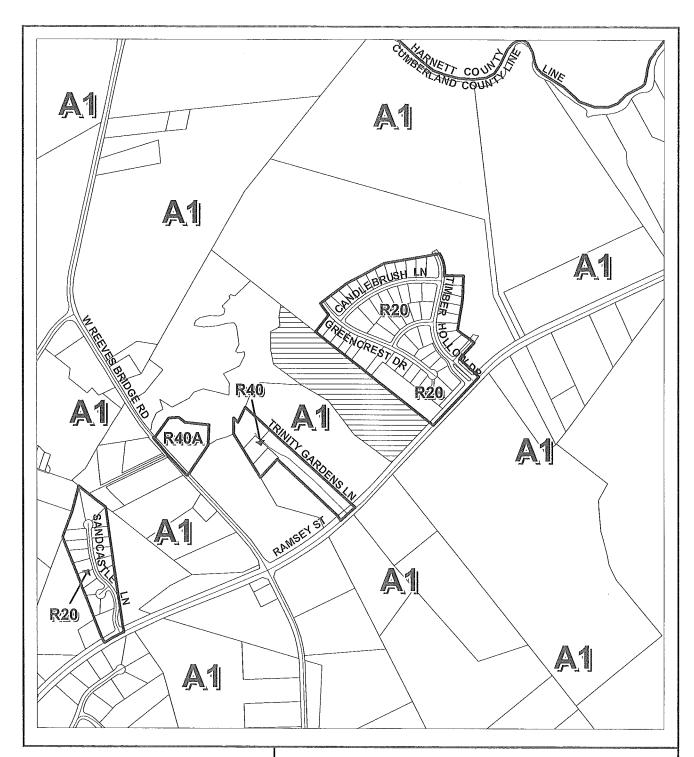
Chair Epler asked if there was any further discussion. There was none.

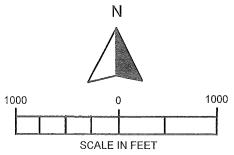
Mr. McLaurin repeated the motion.

Mr. McLaurin made a motion to deny the request for R20 and approve rezoning to R40, seconded by Mrs. Piland. The motion passed 5-3 with Mr. Clark, Mr. Morris, and Chair Epler voting in opposition.

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

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.





PIN: 0554-55-1475

# REQUESTED REZONING A1 TO R15

ACREAGE: 23.78 AC.+/-	HEARING N	O: P11-22
ORDINANCE: COUNTY	HEARING DATE	ACTION
STAFF RECOMMENDATION		
PLANNING BOARD		
GOVERNING BOARD		

JAMES E. MARTIN County Manager

AMY H. CANNON Deputy County Manager



JAMES E. LAWSON Assistant County Manager

ITEM NO.

3D

## OFFICE OF THE COUNTY MANAGER

5<sup>th</sup> 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 JUNE 20, 2011

TO:

**BOARD OF COUNTY COMMISSIONERS** 

FROM:

JAMES E. MARTIN, COUNTY MANAGER

DATE:

**JUNE 10, 2011** 

**SUBJECT:** 

PUBLIC HEARING ON EDWARD BYRNE MEMORIAL

JUSTICE ASSISTANCE GRANT

#### **BACKGROUND**

The Sheriff's Office is eligible to apply for funding through the Edward Byrne Memorial Assistance Grant through the United States Department of Justice. This grant combines the Local Law Enforcement Block Grant that the Sheriff's Office has successfully received in the past.

This year the Sheriff's Office and the City of Fayetteville Police Department must submit a joint application. Even though the application is joint, each agency will be able to use the funds for their own priorities.

As part of the USDOJ requirements, the public must be offered the opportunity to comment. The Sheriff's Office will publicly advertise the grant opportunity and will brief the Board of Commissioners.

The Public Hearing advertisement for this grant will be advertised in the Fayetteville Observer on June 18, 2011. This Public Hearing will be on Monday, June 20, 2011, at the Cumberland County Board of Commissioners' Meeting.

#### RECOMMENDATION/PROPOSED ACTION

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

CM061011-1



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



An Internationally Accredited Law Enforcement Agency

June 8, 2011

TO:

Mr. James E. Martin

County Manager

FROM:

Earl R. Butler, Sheriff

Subject:

Agenda Topic

**Public Hearing** 

Edward Byrne Memorial Justice Assistance Grant (JAG)

The Sheriff's Office is fortunate to be eligible to apply for United States Department of Justice funding through the Edward Byrne Memorial Assistance Grant. This grant continues the Department of Justice effort to support law enforcement at the local level.

This year, the Sheriff's Office and the City of Fayetteville Police Department must submit a joint application. Even though the application is joint, each agency may use the funds for their own priorities.

As part of the USDOJ requirements, the public must be offered an opportunity to comment. The Sheriff's Office will publicly advertise the grant opportunity and will brief the Board of Commissioners.

I request the required public hearing occur as part of the Monday, June 20, 2011 County Commissioners Meeting.

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 6332-2010.

Property Owner:

Jean Hamp Ellis

Home Owner:

Jean Hamp Ellis

Property Address: 370 Brooklyn Circle, Hope Mills, NC

Tax Parcel Identification Number: 0423-29-0651

SYNOPSIS: This property was inspected on <u>9/24/2010</u>. The property owners and parties of interest were legally served with Notice of Violations and was afforded a Hearing on 12/16/2010. Damien Espinoza It was ordered that the structure be repaired to a minimum standard for attended the Hearing. human habitation, or be demolished and the debris removed from the premises by a date not later than 3/16/2011. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. (See Exhibit A for Findings of Fact and Order.) No appeal was filed. Upon my visit to the property on 6/9/2011 no corrective action had 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.

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.

Code Enforcement Officer

County of Cumberland

Sworn to and Subscribed to by me this

2011.

Notary Public

My Commission Expires: 11-03-14

# BOARD FINDINGS AND ACTION CHECK LIST MINIMUM HOUSING REHABILITATION AND/OR DEMOLITION ORDINANCE

N	Jame(s) of Owner(s)
A	ppearances:
Ir	aspection Dept. Case No.:
В	OARD 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.
١.	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:
•	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



# COUNTY of CUMBERLAND

Planning & Inspections Department

# FINDINGS OF FACT AND ORDER

December 23, 2010

91 7108 2133 3936 1773 1980

CASE #: MH 6332-2010

Kim Reeves,

Inspector Angela Perrier,

Inspector

George Hatcher,

Inspector

Joey Lewis, Inspector

Joan Fenley.

Inspector

TO: Jean Hamp Ellis, C/O Damien Espinoza & Parties of Interest 2544 Brookford Lane SW Supply, NC 28462

Property at: 370 Brooklyn Circle, Hope Mills, 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  $\underline{11/26/2010}$ .

Pursuant of law, a Hearing was conducted in Room 101, of the old courthouse at 130 Gillespie Street, Fayetteville, NC on 12/16/2010 at 9:15:00 AM. The items identified below took place at the Hearing:

- 1. No owner or party of interest, or their agent, or representative appeared.
- □ 3. The undersigned inspector personally inspected the dwelling described in the Complaint and Notice of Hearing dated, 10/6/2010. 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 6332-2010, dated 9/24/2010.

  - oxtimes c. The dwelling is unfit for human habitation.

Findings and Facts of Order Case #: MH 6332-2010 Page 2 Due to facts presented above, the Hearing Officer orders as follows: M The owners and/or parties of interest of the dwelling named above are required to bring such dwelling into compliance with the Cumberland County Housing Ordinance by either repairing, altering, and improving the dwelling up to a minimum standard or by demolishing the structure and then causing the debris to be removed from the premises by a date not later than 3/16/2011. All required permits must be obtained. A copy of this order must be presented when obtaining permits. 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. The structure shall be/remain secured to prevent entry by \_\_\_\_ and shall remain secured. d. By authority of North Carolina General Statutes 14-4, violation of the County code is punishable as a Class 3 Misdemeanor in criminal court and also subjects the violator to injunctive relief and/or a civil penalty of \$50.00 per day for each day's continuing violation after . ⊠ e. The County Planning/Inspection Department may immediately begin procedures to seek a demolition ordinance from the Cumberland County Board of Commissioners for failure to bring the property into compliance by 3/16/2011. 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 Code Enforcement Officer Enclosed: Appeals Procedures & Form Sworn to and Subscribed to by me this the 23th day of December, 2010

131 Gillespie Street, Old Courthouse, Room: 101 Favetteville, North Carolina 28301 - Telephone (910) 321-6640 - Fax (910) 321-6637

Notary Public

My Commission Expires: 11.03.14

cc:



Date: 01/03/2011

George Hatcher:

The following is in response to your 01/03/2011 request for delivery information on your Certified Mail(TM) item number 7108 2133 3936 1773 1980. The delivery record shows that this item was delivered on 12/31/2010 at 11:35 AM in SUPPLY, NC 28462. The scanned image of the recipient information is provided below.

Signature of Recipient:

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Address of Recipient:

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Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

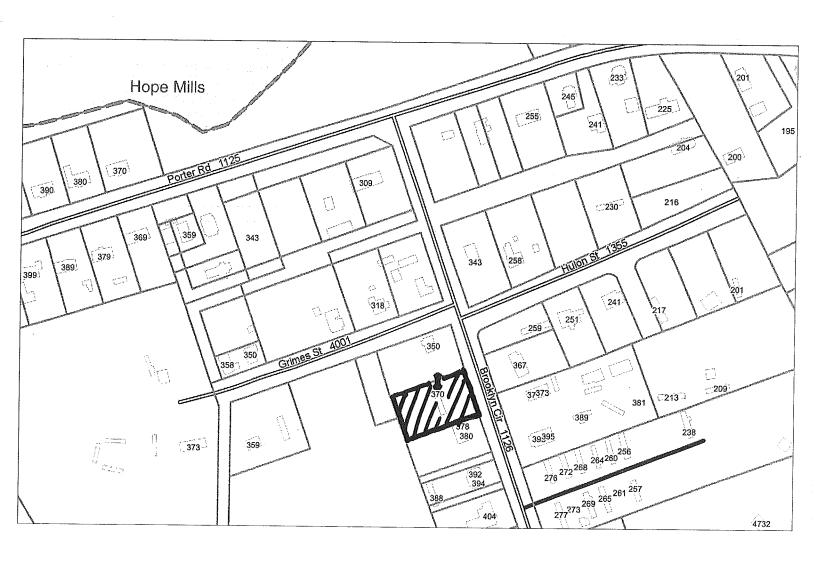
United States Postal Service

PROOF OF SERVICE OF *FINDINGS OF FACT AND ORDER* DATED DECEMBER 23, 2010 CASE NUMBER *MH* 6332-2010

# MAP DEPICTING LOCATION OF PROPERTY

# Property Owner: Jean H Ellis c/o Damien Espinoza

370 Brooklyn Circle, Hope Mills, NC Minimum Housing Case # MH6332-2010 TAX PARCEL INDENTIFICATION NUMBER 0423-29-0651



## 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 6335-2010.

Property Owner:

Mae Bell Bonner C/O Ralph Waldo Bonner, Jr.

Home Owner:

Mae Bell Bonner C/O Ralph Waldo Bonner, Jr.

Property Address: 629 Chapel Hill Road, Spring Lake, NC

Tax Parcel Identification Number: 0502-92-4366

SYNOPSIS: This property was inspected on <u>9/24/2010</u>. The property owners and parties of interest were legally served with Notice of Violations and was afforded a Hearing on 11/18/2010. Ralph & Ella Bonner It was ordered that the structure be repaired to a minimum standard for attended the Hearing. human habitation, or be demolished and the debris removed from the premises by a date not later than 2/18/2011. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. (See Exhibit A for Findings of Fact and Order.) No appeal was filed. Upon my visit to the property on 6/9/2011 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 \$25,000.00. The Assessor for Cumberland County has the structure presently valued at \$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.

Code Enforcement Officer

County of Cumberland

Sworn to and Subscribed to by me this

Notary Public

My Commission Expires: 11-03-14

# BOARD FINDINGS AND ACTION CHECK LIST MINIMUM HOUSING REHABILITATION AND/OR DEMOLITION ORDINANCE

ار	Name(s) of Owner(s)
1	Appearances:
I	inspection Dept. Case No.:
I	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



# COUNTY of CUMBERLAND

Planning & Inspections Department

# FINDINGS OF FACT AND ORDER

November 22, 2010

91 7108 2133 3935 9998 5166

CASE #: MH 6335-2010

Kim Reeves,

Inspector

Angela Perrier.

Inspector

George Hatcher, Inspector

> Joey Lewis, Inspector

Joan Fenley,

Inspector

TO: Mae Bell Bonner

C/O Ralph Waldo Bonner, Jr. & Parties of Interest 5708 Bibar Road

Fayetteville, NC 28304

Property at: 629 Chapel Hill Road, Spring Lake, 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 10/29/2010.

Pursuant of law, a Hearing was conducted in Room 101, of the old courthouse at 130 Gillespie Street, Fayetteville, NC on <u>11/18/2010</u> at <u>9:45:00 AM</u>. 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 answering present were: <a href="Ella Bonner & Ralph Bonner"><u>Ella Bonner & Ralph Bonner</u></a>
- □ 3. The undersigned inspector personally inspected the dwelling described in the Complaint and Notice of Hearing dated, 10/25/2010. 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 6335-2010, dated 9/24/2010.

  - □ C. The dwelling is unfit for human habitation.

Findings and Facts of Order Case #: MH 6335-2010 Page 2

⊠ 4. D	ue 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 2/18/2011. All required permits must be obtained. A copy of this order must be presented when obtaining permits.
_	
<ul><li>□ b.</li></ul>	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 <u>2/18/2011</u> . The cost of said demolition will be assessed against the real property in the form of a lien.
An appeal ma	by be made to the Cumberland County Housing Board of Appeals. If an appeal is requested, de in writing and within the time limits specified in the enclosed appeal procedures.
1/	
Ken Sykes Hearing Offic	George Hatcher (Kr.)  George Hatcher  Code Enforcement Officer
Enclosed: Ap	peals Procedures & Form
cc:	
	Sworn to and Subscribed to by me this the 22 <sup>th</sup> day of November, 2010
	Notary Public  My Commission Expires: 112 03: 14

131 Gillespie Street, Old Courthouse, Room 10:1- Fayetteville, North Carolina 28301 - Telephone (910) 321-6640 - Fax (910) 321-6637

## NORTH CAROLINA COUNTY OF CUMBERLAND

## PLANNING/INSPECTIONS DEPARTMENT

RE:

Mae Bell Bonner C/O Ralph Waldo Bonner, Jr.

Name of Violator

MH 6335-2010

Case Number

#### AFFIDAVIT OF RETURN OF SERVICE

(Personal Service to Individual)

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

personally served <u>Mae Bell Bonner C/O Ralph Waldo Bonner, Jr.</u>a copy of the <u>Findings of Fact and Order and Appeals</u> (name of violator)

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

5708 Bibar Road, Fayetteville, NC 28304

and by posting at: 629 Chapel Hill Road, Spring Lake, NC.

I further certify that said service was completed on this the 30th day of November, 2010.

George Hatcher
Code Enforcement Officer

Sworn to and subscribed to before me

this the 30th day of November, 2010.

Notary Public

My Commission Expires:

11-03-14

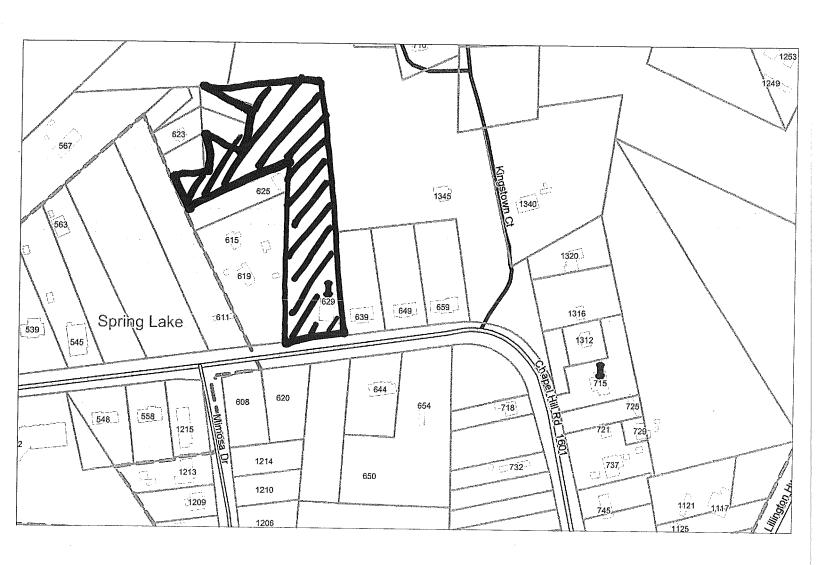
PROOF OF SERVICE OF FINDINGS OF FACT AND ORDER

DATED NOVEMBER 22

, 2010 CASE NUMBER MH 6335-2010

# MAP DEPICTING LOCATION OF PROPERTY Property Owner: Mae Bell Bonner c/o Ralph W. bonner

629 Chapel Hill Road, Spring Lake, NC Minimum Housing Case # MH6335-2010 TAX PARCEL INDENTIFICATION NUMBER 0502-92-4366



## 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 6429-2011.

Property Owner:

Seung K. & Hee Sook Chai

Home Owner:

Seung K. & Hee Sook Chai

Property Address: 2967 Dunn Road, Eastover, NC

Tax Parcel Identification Number: 0468-15-4156

SYNOPSIS: This property was inspected on 3/2/2011. The property owners and parties of interest were legally served with Notice of Violations and was afforded a Hearing on 3/31/2011. Seung K. Chai 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 5/31/2011. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. (See Exhibit A for Findings of Fact and Order.) No appeal was filed. Upon my visit to the property on 6/9/2011 no corrective action had 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.

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.

Code Enforcement Officer County of Cumberland

Sworn to and Subscribed to by me this

2011.

Notary Public

My Commission Expires: 11-03-14

# BOARD FINDINGS AND ACTION CHECK LIST MINIMUM HOUSING REHABILITATION AND/OR DEMOLITION ORDINANCE

N	Jame(s) of Owner(s)
A	ppearances:
Iı	aspection Dept. Case No.:
В	OARD OF COUNTY COMMISSIONERS MOTION:
1.	If the Board feels that the structure should be demolished, the Board's motion should be:
	To adopt the order and report of the Minimum Housing Inspector as the true facts in this case, and
	To order the property owner to remove or demolish the dwelling within days.
	To order the Inspector to remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.
	To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.
2.	If the Board feels that the property can be rehabilitated, the Board's motion should be:
	To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.
	To order the property owner to rehabilitate the property within days.
	To order the property owner to vacate and secure the property within days pending rehabilitation.
	To order the Inspector to rehabilitate the property or remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.
	To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.
3.	If the Board wishes to delay action on the case, the Board's motion should be:
	To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.
	To delay a decision on the case until (date) in order to give the owner
	or party of interest time to:

Thomas J. Lloyd, Director

Cecil P. Combs, Deputy Director

Ken Sykes, Inspections Coordinator

Carol M. Post
Planning and Inspections
Office Support



# COUNTY of CUMBERLAND

Kim Reeves,
Inspector

Angela Perrier,
Inspector

George Hatcher,
Inspector
Joey Lewis,
Inspector
Joan Fenley,

Inspector

Planning & Inspections Department

## FINDINGS OF FACT AND ORDER

April 4, 2011

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CASE #: MH 6429-2011

TO: Seung K. & Hee Sook Chai & Parties of Interest 521 Davenport Road 71 71.04 71

Rutherfordton, NC 28139

91 7108 EELE BEPE EELE BOLT IP

Property at: 2967 Dunn Road, Eastover, 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 3/10/2011.

Pursuant of law, a Hearing was conducted in Room 101 of the old courthouse at 130 Gillespie Street, Fayetteville, NC on 3/31/2011 at 9:15:00 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 answering by phone were: Seung K. Chai
- □ 3. The undersigned inspector personally inspected the dwelling described in the Complaint and Notice of Hearing dated, 3/4/2011. 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 6429-2011, dated 3/2/2011.

  - C. The dwelling is unfit for human habitation.

P	age	2	

·	-
□ A. Due to facts presented above, the Hearing Company      □ A. Due to facts presented above, the Hearing Company      □ A. Due to facts presented above, the Hearing Company      □ A. Due to facts presented above, the Hearing Company      □ A. Due to facts presented above, the Hearing Company      □ A. Due to facts presented above, the Hearing Company      □ A. Due to facts presented above, the Hearing Company      □ A. Due to facts presented above, the Hearing Company      □ A. Due to facts presented above, the Hearing Company      □ A. Due to facts presented above, the Hearing Company      □ A. Due to facts presented above      □ A. Due to facts presented abov	Officer orders as follows:
repairing, altering, and improving the dy the structure and then causing the debr	of the dwelling named above are required to bring a Cumberland County Housing Ordinance by either welling up to a minimum standard or by demolishing its to be removed from the premises by a date not exmits must be obtained. A copy of this order rmits.
b. The dwelling shall remain vacated unremoved by the inspector, and the lot mu	til compliance with this order is completed and st be continuously maintained.
C. The structure shall be/remain secured to 1	prevent entry by and shall remain secured.
punishable as a Class 3 Misdemeanor in	1 Statutes 14-4, violation of the County code is a criminal court and also subjects the violator to \$50.00 per day for each day's continuing violation
demolition ordinance from the Cumberla	nent may immediately begin procedures to seek a nd County Board of Commissioners for failure to 5/31/2011. The cost of said demolition will be orm of a lien.
An appeal may be made to the Cumberland County Hou it must be made in writing and within the time limits specific	using Board of Appeals. If an appeal is requested, exified in the enclosed appeal procedures.
Ken Sykes	Korg Satilin
Hearing Officer	George Hatcher Code Enforcement Officer
Enclosed: Appeals Procedures & Form	
ce:	,
	Sworn to and Subscribed to by me this the 4 <sup>th</sup> day of April, 2011  Notary Public
	My Commission Expires: 11-03-14



Date: 04/27/2011

George Hatcher:

The following is in response to your 04/27/2011 request for delivery information on your Certified Mail(TM) item number 7108 2133 3938 9795 3300. The delivery record shows that this item was delivered on 04/14/2011 at 04:06 PM in RUTHERFORDTON, NC 28139. The scanned image of the recipient information is provided below.

Signature of Recipient:

Ku Ar Chin HEE SOOK CHAI

Address of Recipient:

521 DAVENPORT Rd RUTHERFORDTON, NC. 28139

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

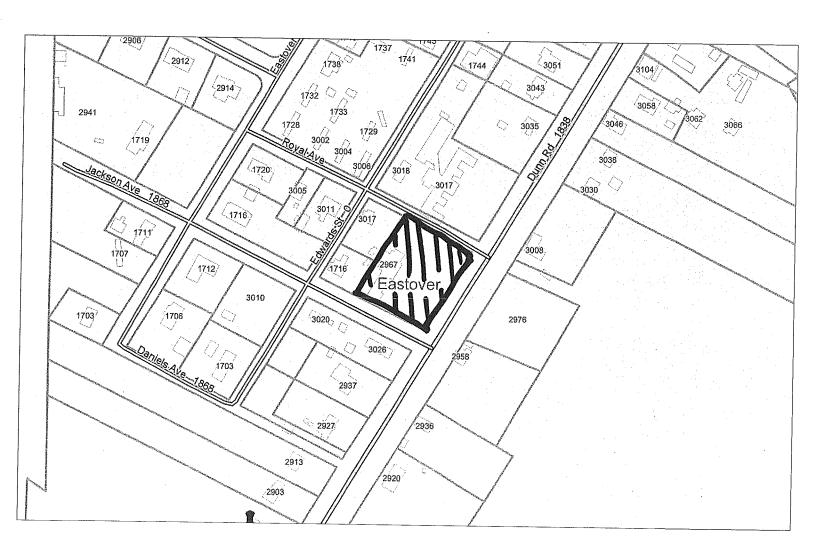
Sincerely,

United States Postal Service

# MAP DEPICTING LOCATION OF PROPERTY

# Property Owner: Sueng K. & Hee Sook Chai

2967 Dunn Road, Eastover, NC Minimum Housing Case # MH6429-2011 TAX PARCEL INDENTIFICATION NUMBER 0468-15-4156



## 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 6334-2010.

Property Owner:

**Daniel Gregory Martin** 

Home Owner:

**Daniel Gregory Martin** 

Property Address: 216 Hulon Street, Hope Mills, NC

Tax Parcel Identification Number: 0424-20-6174

SYNOPSIS: This property was inspected on <u>9/24/2010</u>. The property owners and parties of interest were legally served with Notice of Violations and was afforded a Hearing on 10/21/2010. 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 1/21/2011. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. (See Exhibit A for Findings of Fact and Order.) No appeal was filed. Upon my visit to the property on 6/9/2011 no corrective action had 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 \$25,000.00. The Assessor for Cumberland County has the structure presently valued at \$3,200.00.

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.

Code Enforcement Officer County of Cumberland

Sworn to and Subscribed to by me this

Notary Public

My Commission Expires: 11-03-14

# BOARD FINDINGS AND ACTION CHECK LIST MINIMUM HOUSING REHABILITATION AND/OR DEMOLITION ORDINANCE

N	Jame(s) of Owner(s)
A	ppearances:
Ir	aspection Dept. Case No.:
В	OARD 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:
<b>l</b> .	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

 $\bowtie$  1.



# Inspector Angela Perrier, Inspector George Hatcher, Inspector Joey Lewis, Inspector Joan Fenley,

Inspector

Kim Reeves,

# COUNTY of CUMBERLAND

Planning & Inspections Department

#### FINDINGS OF FACT AND ORDER

October 25, 2010

CASE #: MH 6334-2010

91 7108 2133 3937 1183 7243

TO: Daniel Gregory Martin & Parties of Interest 401 E. Edenton Street Raleigh, NC 27601

Property at: 216 Hulon Street, Hope Mills, 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 <u>10/9/2010</u>.

Pursuant of law, a Hearing was conducted in Room 101, of the old courthouse at 130 Gillespie Street, Fayetteville, NC on 10/21/2010 at 10:00:00 AM. The items identified below took place at the Hearing:

☐ 2. An answer was filed by owners and/or parties of interest. The answer was heard, read, and considered. Those present were: \_\_\_\_\_\_

No owner or party of interest, or their agent, or representative appeared.

- In a signed inspector personally inspected the dwelling described in the Complaint and Notice of Hearing dated, 10/6/2010. 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 6334-2010, dated 9/24/2010.

  - □ C. The dwelling is unfit for human habitation.

Findings and Facts of Order Case #: MH 6334-2010 Page 2 Due to facts presented above, the Hearing Officer orders as follows:  $\boxtimes$ 4. a. The owners and/or parties of interest of the dwelling named above are required to bring X 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 1/21/2011. 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 ☐ 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  $\underline{1/21/2011}$ . 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. Keń Sykes Code Enforcement Officer Enclosed: Appeals Procedures & Form

Hearing Officer

cc:

Sworn to and Subscribed to by me this the 25th day of October, 2010

Notary Public

My Commission Expires: 11-03-14

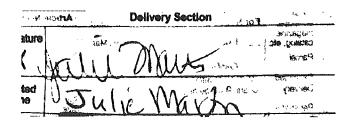


Date: 11/04/2010

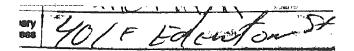
George Hatcher:

The following is in response to your 11/04/2010 request for delivery information on your Certified Mail(TM) item number 7108 2133 3937 1183 7243. The delivery record shows that this item was delivered on 10/28/2010 at 03:40 PM in RALEIGH, NC 27601. The scanned image of the recipient information is provided below.

Signature of Recipient:



Address of Recipient:



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

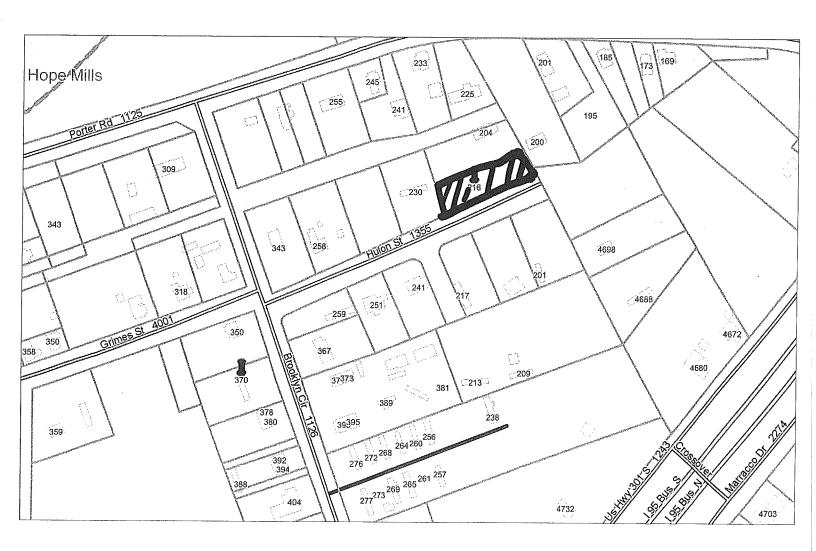
United States Postal Service

PROOF OF SERVICE OF *FINDINGS OF FACT AND ORDER* DATED OCTOBER 25, 2010 CASE NUMBER *MH 6334-2010* 

## MAP DEPICTING LOCATION OF PROPERTY

# **Property Owner: Daniel Gregory Martin**

216 Hulon St, Hope Mills, NC Minimum Housing Case # MH6334-2010 TAX PARCEL INDENTIFICATION NUMBER 0424-20-6174



## 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 6273-2010.

Property Owner:

Kenneth R. & Karen Louise Few, C/O Sherry Few Stammler

Home Owner:

Kenneth R. & Karen Louise Few, C/O Sherry Few Stammler

Property Address: 4760 NC Highway 242 S, Garland, NC

Tax Parcel Identification Number: 1430-74-0526

SYNOPSIS: This property was inspected on 7/28/2010. The property owners and parties of interest were legally served with Notice of Violations and was afforded a Hearing on <u>9/2/2010</u>. Sherry Stammler 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 6/9/2011 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 \$25,000.00. The Assessor for Cumberland County has the structure presently valued at \$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.

Code Enforcement Officer County of Cumberland

Sworn to and Subscribed to by me this

2011

Notary Public

My Commission Expires: 11-03-14

# BOARD FINDINGS AND ACTION CHECK LIST MINIMUM HOUSING REHABILITATION AND/OR DEMOLITION ORDINANCE

N	ame(s) of Owner(s)
A	ppearances:
In	spection Dept. Case No.:
В	OARD 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:
ļ.	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



# COUNTY of CUMBERLAND

Planning & Inspections Department

# FINDINGS OF FACT AND ORDER

**September 13, 2010** 

91 7108 2133 3938 8504 6465

CASE #: MH 6273-2010

Kim Reeves,

Inspector Angela Perrier,

Inspector

George Hatcher, Inspector

> Joey Lewis, Inspector

Joan Fenley,

Inspector

TO: Kenneth R. & Karen Louise Few C/O Sherry Few Stammler & Parties of Interest 17 Theresa Avenue Rising Sun, MD 21911-2703

with the Cumberland County Ordinance.

The dwelling is unfit for human habitation.

Property at: 4760 NC Highway 242 S, Garland, 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 <u>8/16/2010</u>.

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

- Payetteville, NC on 9/2/2010 at 9:45:00 AM. The items identified below took place at the Hearing:

   No owner or party of interest, or their agent, or representative appeared.

   An answer was filed by owners and/or parties of interest. The answer was heard, read, and considered. Those answering by phone were: Sherri Few Stammler
   The undersigned inspector personally inspected the dwelling described in the Complaint and Notice of Hearing dated, 8/6/2010. Upon the record and all of the evidence offered and contentions made, the undersigned Hearing Officer does thereby find the following fact:

   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 6273-2010, dated 7/28/2010.
   Due to these findings, the dwelling are found to be in a substandard condition in accordance
- 131 Gillespie Street, Old Courthouse, Room 101 Fayetteville, North Carolina 28301 Telephone (910) 321-6640 Fax (910) 321-6637

Findings and Facts of Order Case #: MH 6273-2010

Page 2

	Due to facts presented above, the Hearing Officer orders as follows:
· 🛭 ε	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.
□ъ	. 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 mit must be m	hay be made to the Cumberland County Housing Board of Appeals. If an appeal is requested, ade in writing and within the time limits specified in the enclosed appeal procedures.
Ken Sykes Hearing Offi	Dlorge Hatehar (Kr) George Hatcher Code Enforcement Officer
Enclosed: A	ppeals Procedures & Form
cc:	Sworn to and Subscribed to by me this the 13 <sup>th</sup> day of September, 2010  Notary Public  My Commission Expires: 1 1-03-14



Date: 09/23/2010

George Hatcher:

The following is in response to your 09/23/2010 request for delivery information on your Certified Mail(TM) item number 7108 2133 3938 8504 6465. The delivery record shows that this item was delivered on 09/17/2010 at 03:41 PM in RISING SUN, MD 21911. The scanned image of the recipient information is provided below.

Signature of Recipient:

Sherri Stambe

Address of Recipient:

197 Tekesa ave

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

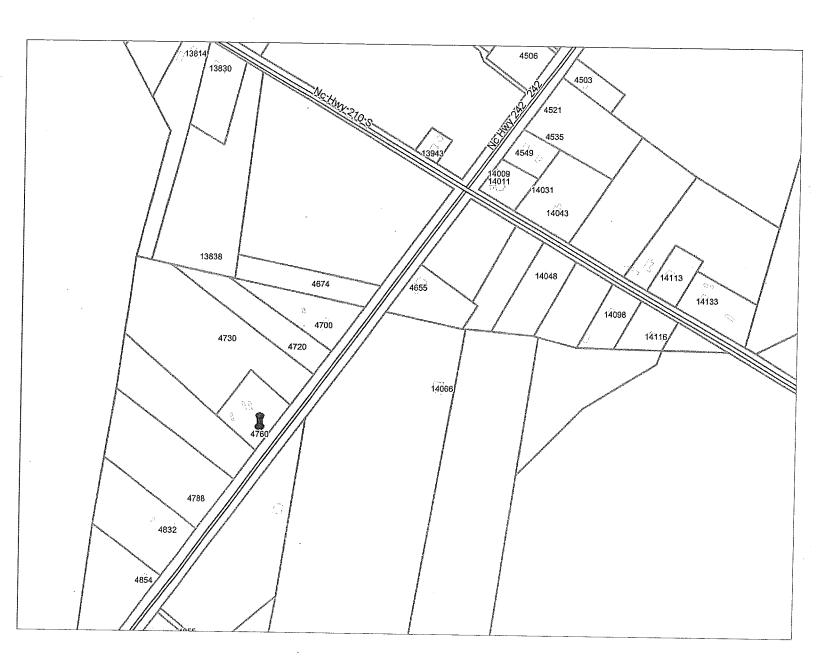
United States Postal Service

PROOF OF SERVICE OF *FINDINGS OF FACT AND ORDER* DATED SEPTEMBER 13, 2010 CASE NUMBER *MH 6273-2010* 

# MAP DEPICTING LOCATION OF PROPERTY

# Property Owner: Kenneth R. & Karen L. Few c/o Sherry Few Stammler

4760 NC Highway 242 S, Garland, NC Minimum Housing Case # MH6273-2010 TAX PARCEL INDENTIFICATION NUMBER 1430-74-0526





CUMBERLAND COUNTY \*\*\*\*\*\*\*

#### OFFICE OF THE COUNTY ATTORNEY

Courthouse, II7 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 JUNE 20, 2011 MEETING OF THE BOARD OF COMMISSIONERS (Second Revision)

TO:

Bd. of Commissioners; Co. Manager; Dep. Co. Manager; Amy Hall

FROM:

Co. Atty. RM

DATE:

June 15, 2011

SUBJECT:

Draft Water Use Ordinance for Gray's Creek Water & Sewer District

Attachments: Draft of Water Use Ordinance (11 pages);

#### **BACKGROUND:**

The management team that has been directing the Gray's Creek water project believes it will be beneficial to have an ordinance in place to provide information to interested citizens in advance of the bond referendum. The ordinance enables citizens to be provided with a definite answer, rather than a staff opinion. This will also provide the project engineer a better basis to estimate revenues for the system. Most provisions of the ordinance are necessary to finance the system, collect for the services once it is constructed, and protect the system from contamination and damage. The technical aspects of construction, extensions, daily operations, and billing and collecting charges will be addressed in a separate set of Rules, Regulations and Specifications. These should be adopted closer in time to the actual completion of the project. The Policy Committee considered the draft ordinance at its June 2 meeting and voted to forward the proposed draft to the full Board.

#### **DISCUSSION:**

The county attorney received the comments and Explanation of Costs from the project engineer on June 10, after the meeting of the Policy Committee. The project engineer recommended removing the minimum amount of water that was included in the minimum charge in the draft that was presented to the Policy Committee. That is the only change from the draft that was presented to the Policy Committee.

Management further asked the project engineer to revise his estimate of the rates and provide a range of what the minimum rate may be based on a range of percentages of connection. Management has asked that the estimated rates be shown this way in an effort to be conservative and make sure that the citizens of Gray's Creek are not misled by an estimate that is not supported by actual connections. That new rate information was just submitted to staff on June 15. The project engineer will present this updated rate information at the board meeting. A

summary of the rates based on a range of customers for Phase 1A and Southpointe Subdivision is as follows:

% Connected # of Customers		Minimum Charge	Usage Charge/1000 gal.
50%	583	\$58.17	\$3.2413
75%	875	\$38.75	\$3.1226
85%	991	\$34.22	\$3.0953

Other than the rates, questions that have frequently been asked by residents that are addressed by the ordinance are as follows:

- 1. Will connection be mandatory for existing buildings?

  ANSWER: No, because an availability charge in an amount not greater than the minimum charge will be charged to every property owner whose land abuts, or has direct access to a water line. For those parcels that do not have any buildings for which water would typically be supplied, there will be only one availability charge. For those parcels that may have multiple buildings for which water is typically supplied, an availability charge will apply to each such building.
- 2. Will connection be mandatory for new construction?

  ANSWER: Maybe, because the subdivision regulations already control this. These regulations require any subdivision creating 2 to 10 lots to connect to public water if it is within 300 feet; any subdivision creating 10 to 20 lots to connect to public water if within 500 feet; and for any subdivision creating 20 or more lots either in a Sewer Service Area or with a density of greater than two units per acre, regardless of the distance. The Planning Board has the authority to waive these requirements in hardship circumstances.
- 3. May an owner receive a dry-tap at a reduced fee and not connect to the system?

  ANSWER: Yes, as long as the owner expresses the intent to connect within two years and agrees to be responsible for marking the location of the tap and protecting it from damage.
- 4. Will the county extend the system to take in new subdivisions or development?

  ANSWER: The Rules, Regulations and Specifications will establish the conditions under which extensions are made. These will likely be at the developer's cost and in those circumstances that do not strain the capacity of the system as it is developed.
- 5. May an owner keep an existing well to use for irrigation purposes?

  ANSWER: Yes, but the county will require a licensed plumber to certify that there is no cross-connection to the public water.

#### RECOMMENDED ACTION:

Adopt the ordinance and direct staff to enter it into the ordinance book in a final rather than draft form.

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

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

#### ARTICLE I: AUTHORITY AND DEFINITIONS

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

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

Availability Charge. See Section 20(c).

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

CCDPU shall mean Cumberland County Department of Public Utilities.

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

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

Controlled by is owned, operated or leased by.

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

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

Lateral is that portion of the water connection which does not include meter, box or meter setter or connection.

Main is the water pipe usually laid in a street running parallel to the property line which distributes water.

May is permissive (see shall).

Minimum Charge. See Section 20(b)(1).

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

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

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

Rules, Regulations and Specifications are the terms and conditions established by the Cumberland County Board of Commissioners from time to time under which water is supplied to consumers.

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

Shall is mandatory (see may).

State law means the General Statutes of North Carolina.

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

Usage Charge. See Section 20(b)(2).

### ARTICLE II: CONNECTIONS TO THE WATER SYSTEM

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

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

### Section 5. Application for Connection.

- (a) Every application for a water service connection shall be made by the owner on forms provided by CCDPU. The following information shall be required on the application:
  - (1) name, street address, mailing address, and phone number of owner
  - (2) street address or PIN and description of the lot location for which connection is requested
  - (3) a copy of any unrecorded plat or the book and page number of any recorded plat
  - (4) the number of all types of plumbing fixtures existing or proposed for the building
  - (5) the distance from the property line where service comes from the street to the furthermost point of the building as planned
  - (6) the name of the plumber who will do the work

- (b) This application shall be filed not less than ten days before the proposed connection is desired. Unusual conditions may be just cause for additional time in providing the services required. When the size of the service and the cost of the connection have been determined, the applicant shall deposit the determined cost and shall be issued a permit for the desired connection.
- (c) In addition to the application requirements stated in subsection (a), an application for a sprinkler or other fire protection system shall include a certification from the applicant that the sprinkler or other fire protection system has been designed in compliance with the North Carolina State Fire Code or Building Code as applicable.
- Section 6. Disapproval of Application. If, in the opinion of CCDPU through its duly constituted authority, the water connection applied for will be of such size or character as to put too great a demand on any part of the system and disrupt the County's ordinary water service (500 GPM at 20PSI residual, plus normal service requirements), it shall disapprove the application until such time as adequate means are provided by the applicant to eliminate the unsatisfactory condition. If, at any time, changes are made by a consumer in his service requirements so as to create an unsatisfactory condition in the County's water service, CCDPU shall require the consumer to adopt remedial measures to eliminate the unsatisfactory condition. The County shall not in any way be responsible for any cost or inconvenience caused by a change in service requirements after an application has been approved, or by an installation before the application has been approved.

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

- (a) The County may run such service lines from its distribution lines to such property lines as it deems necessary or desirable.
- (b) The County may install a meter at the property line or, at the County's option, on the owner's property or in a location mutually agreed upon.
- (c) When two or more meters are to be installed on the same premises for different consumers, they shall be closely grouped and each clearly designated to which consumer it applies.
- (d) The County does not assume the responsibility of inspecting the owner's piping or apparatus and will not be responsible therefore.

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

- (a) Piping on the owner's premises must be so arranged that the connections are conveniently located with respect to the County's lines or mains.
- (b) If the owner's piping on the owner's premises is so arranged that CCDPU is required to provide additional meters, each place of metering will be considered as a separate and individual account.
- (c) The owner shall provide a suitable place for placing a meter which shall be unobstructed and accessible at all times to the meter reader.
- (d) The owner shall furnish and maintain the service line on the owner's side of the meter. The County shall maintain the service line on the County's side of the meter.
- (e) The owner's piping and apparatus shall be installed and maintained by the owner at the owner's expense in a safe and efficient manner and in accordance with the Rules, Regulations and Specifications and in full compliance with all sanitary regulations of any agency of the State.

- (f) The owner shall guarantee proper protection for all property, apparatus and equipment controlled by the County and placed on the owner's premises by the County and shall permit access to it only by authorized representatives of the County.
- (g) In the event that any loss or damage to such property or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the owner or his employees, agents, tenants or contractors, the cost of the necessary repairs or replacements shall be paid to the County by the owner and any liability otherwise resulting shall be assumed by owner.
- Section 9. Separate Water Connections and Meters Required. Each building shall have a separate meter, and where practicable shall have a separate water lateral. In the event that one lateral is used for two dwellings, commercial or industrial buildings, or used to serve two or more meters for the same dwelling, commercial or industrial buildings, a separate cut-off shall be provided for each meter; however; separate water meters shall not be required for service to mobile home parks regulated by the County's Subdivision Ordinance or to apartment developments containing ten (10) or more dwelling units under single ownership. For mobile home parks regulated by the County's Subdivision Ordinance and apartment developments containing ten (10) or more dwelling units, one meter shall be used for the entire park or development unless additional meters are deemed necessary by CCDPU and the following conditions shall be met:
  - (1) Bills will be rendered to and be the responsibility of the owner and not the individual tenants.
  - (2) The bill will be calculated by a minimum charge for the master meter and for each of the total number of units served by the master meter with the usage above the minimum charge calculated on the total consumption passing through the master meter above the minimum; provided however; owners of ten or fewer multiple units may elect to have water metered directly to each unit and the charge therefore billed directly to the user in each unit.
  - (3) Should any portion of a mobile home park subject to the County's Subdivision Ordinance or apartment development containing ten (10) or more dwelling units be sold, the owners of each new parcel and the parent parcel shall be responsible to bring their respective parcels into compliance with this section.
  - (4) In the case of groups of mobile homes not regulated by the County's Subdivision Ordinance or apartment developments containing less than ten (10) dwelling units in single ownership, the owner may elect to have a single meter used for the entire project. Where such election is made, the owner shall comply with the conditions set forth in this section.
- Section 10. Connections and Meters to Remain Property of the County. All meters, boxes, pipes and other equipment furnished and installed by CCDPU in a water connection shall remain the property of the County. If, after an installation is completed, the owner requests that a meter or lateral be changed in size and this request is approved by the County, the owner shall pay for the change of lateral as though it were a new connection and shall pay or be credited the difference of the cost of meters in the original and new installations according to the then current price of the two meters.

### Section 11. Provision of Cut-off Valve.

- (a) All connections to a water supply and distribution system owned or operated by the County shall require the installation of a cut-off valve of a minimum size of 3/4 onto the service line running from the meter box to the premises or building at the cost of the owner. This cut-off valve shall be located within twelve (12) inches of the connection of the consumer's service line to the meter box.
- (b) The requirements of this section shall be in addition to the minimum requirements of the North Carolina State Building Code regarding plumbing and placement of cut-off valves and not in substitution thereof.

- Section 12. Maintenance of Meters and Connections. All meters and water laterals shall be maintained by CCDPU at the County's expense.
- **Section 13.** Connection Privilege. The County may give a privilege for early connection to the water system to any owner as the water mains are installed. From time to time, the County may give privileges for connections at reduced amounts in order to encourage additional hookups to increase revenue.
- Section 14. Sprinkler Connections. Connection to the system for service to sprinkler systems to provide fire protection may be secured upon application and payment of all charges involved in making the connection. Charges for sprinkler connections and service shall be established in the Rules, Regulations and Specifications. No service other than for fire protection shall be tapped on to or taken from a sprinkler system.
- Section 15. Connection of Newly Constructed Buildings. The connection to the County's water system of buildings constructed after the adoption of this ordinance on parcels of land that are subject to the County's Subdivision Ordinance shall be governed by the requirements of the County's Subdivision Ordinance.

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

### Section 16. Procedures for the Provision of Service.

- (a) Service will be supplied only to those who apply.
- (b) Owners or consumers will make application for service, in person, at CCDPU and at the same time make the deposit guarantee required by this section as set out in the Rules, Regulations and Specifications.
  - (c) Deposits shall not accrue interest.
- (d) Owners with no established utility accounts must provide CCDPU with a deed or purchase agreement for the property where service is requested. All other consumers must provide CCDPU with a copy of a rental or lease agreement for the property where service is requested.
- (e) CCDPU may reject any application for service not available under a standard rate, which involves excessive service cost, which may affect the supply of service to other customers, or for other good and sufficient reasons.
- (f) CCDPU may reject any application for service when the applicant has any outstanding balance due CCDPU for services supplied by CCDPU at any other location. It is further provided that if the owner of the premises for which service is being applied has an outstanding account balance due CCDPU for service at that location, CCDPU shall not provide service to anyone else at the same location until the delinquent account has been paid.
- (g) The person or persons in whose name the deposit is made shall be responsible for payment of all bills incurred in connection with the service furnished.
  - (h) A separate deposit is required for each meter and/or service connection requested.
  - (i) The deposit receipt is not negotiable and can be redeemed only by CCDPU.

- (j) The deposit balance remaining after settlement of the account associated with the deposit shall be refunded in accordance with the Rules, Regulations and Specifications.
- (k) CCDPU shall refuse service to and disconnect any premises at which it is determined the owner's lines or piping are cross-connected to any other water supply or are not installed in such manner as to prevent backflow.

## Section 17. No Guarantee of Quality, Quantity or Pressure of Water Supply or Liability for the Same.

- (a) The County does not guarantee the quality, quantity or pressure of its water supply. It is hereby made a condition of the terms on which the County furnishes water to any consumer that the County shall not be liable to any consumer for any defect of quality or any deficiency in quantity or pressure; shall not be liable to any consumer for damages resulting from the complete or partial cutting off of water; and shall not make any deduction from any water bill by reason of any such defect or deficiency. No employee, agent or contractor of the County shall have authority, or take responsibility, for advising an owner or consumer how best to care for his boiler, heater or other equipment or property which is affected by the discontinuance, either temporary or permanent, of his water supply. The owner or consumer shall be entirely responsible for his equipment and property and shall not hold the County or any of its employees, agents or contractors responsible for damage thereof due to the discontinuance of water supply.
- (b) The County shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the consumer's premises, unless such damage results directly from negligence on the part of the County. The County shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the consumer's premises. The County shall not be responsible for negligence of third persons or forces beyond County's control resulting in any interruption of service.
- (c) Under normal conditions, the consumer will be notified of any anticipated interruption of service provided that the County shall not be liable for damage of any kind whatsoever resulting from the interruption of service or the failure to notify of any interruption of service.
- Section 18. Access to Premises. The employees, agents, and contractors of CCDPU shall have access at all reasonable hours to the premises of the consumer for the purpose of installing or removing property controlled by the County, inspecting piping, reading or testing meters, or for any other purpose in connection with the County's service and facilities.

### Section 19. Suspension of Service.

- (a) Service may be discontinued at the request of a consumer. The deposit balance associated with any account for which discontinuance of service is requested shall be refunded in accordance with the Rules, Regulations and Specifications. The minimum charge shall continue to accrue to each meter at which service is discontinued by the consumer and shall be the responsibility of the owner of the premises.
- (b) Service may also be discontinued by CCDPU to any consumer whose account remains delinquent for more than ten (10) days. The deposit associated with the account will be applied by CCDPU toward settlement of the account. Any balance will be refunded to the consumer in accordance with the Rules, Regulations and Specifications. The minimum charge shall continue to accrue to each meter at the location at which service is discontinued by CCDPU and shall be the responsibility of the owner of the premises.

- (c) An owner may have a service discontinued for vacant rental property. While the service is suspended, the minimum charge shall continue to accrue to each meter at which service is discontinued by the owner and shall be the responsibility of the owner.
- (d) Service discontinued for non-payment of bills will be restored, at the request of the consumer, only after all outstanding bills and charges are paid, and all service or reconnection charges are paid in accordance with the Rules, Regulations and Specifications. The consumer being reconnected must also make any additional deposit in accordance with the Rules, Regulations and Specifications.
- (e) After a service has been discontinued for a period of twelve (12) consecutive months, CCDPU may disconnect and remove the meter and all connection apparatus for use elsewhere or for storage. Upon such disconnection and removal of the meter and connection apparatus, the availability charge shall commence to accrue at any such location.
- (f) At any time after the disconnection and removal of the meter and connections apparatus, in addition to the service charge set forth in subsection (d) above, an additional service charge equal to the then current tap-on-fee shall be paid as a reconnection fee. Also, any additional deposit must be made as may be required by the Rules, Regulations and Specifications.
- (g) The County reserves the right to discontinue its service without notice for the following additional reasons:
  - (1) To prevent fraud or abuse;
  - (2) Due to a consumer's willful disregard of this Ordinance or the Rules, Regulations and Specifications;
  - (3) To make emergency repairs;
  - (4) Due to insufficiency of supply due to circumstances beyond the County's control;
  - (5) Pursuant to legal processes or proceedings;
  - (6) At the direction of public authorities; and
  - (7) Due to strike, riot, fire, flood, accident, or any unavoidable cause.
- (h) The County may, in addition to prosecution by law, permanently refuse service to any Consumer who tampers with a meter or other measuring device.

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

### Section 20. Classifications, Rates, Charges and Fees.

- (a) The following classifications are adopted:
- (1) A residential service includes only 3/4" and 1" meters serving dwellings.
- (2) A commercial service includes all businesses, regardless of meter size, and all other meters greater than 1".
- (b) The following rates or charges are adopted to apply to all consumers and/or owners and premises, as applicable, connected to the County's water system, and shall be in the amounts established in the Rules, Regulations and Specifications from time to time:
  - (1) A minimum charge for all customers including those with zero usage which shall be a flat rate periodic service charge to cover the cost of operations and maintenance, debt service, and administrative overhead; and

- (2) A usage charge which shall be a periodic service charge to the consumer or owner for any meter at any premises for usage of water and shall only apply to water actually used on the premises.
- (c) An availability charge shall be a periodic availability charge accruing each billing period to the owners of all parcels of property to which a County water line has been made directly available, but which have elected not to connect to the County water system, and shall be in the amount established in the Rules, Regulations and Specifications from time to time. The availability charge shall not be an amount greater than the minimum charge established for connected customers and shall be applied as follows:
  - (1) For developed property on which there are situated one or more buildings, an availability charge shall be applicable to each such building for which a minimum charge would be required if the premises was connected to the County's water system.
  - (2) For any undeveloped parcel that would qualify for the issuance of a building permit for the construction of one or more buildings, a single availability charge shall apply regardless of the size of the parcel.
- (d) The following charges and fees are adopted and shall be in the amounts established in the Rules, Regulations and Specifications from time to time:
  - (1) Lateral fee;
  - (2) Tap-on fee;
  - (3) Late payment fee;
  - (4) Cut-off fee:
  - (5) Cut-on fee;
  - (6) Disconnect fee;
  - (7) Reconnect fee;
  - (8) Meter test fee;
  - (9) Fire protection systems fees; and
  - (10) Application fees.
- **Section 21. Frequency of Meter Readings.** All water meters on water systems controlled by the County shall be read at such frequency as is established in the Rules, Regulations and Specifications from time to time; but the County may temporarily vary the dates or length of period covered if necessary or desirable to do so.
- **Section 22. Adjustment of Charges.** CCDPU shall have the authority to adjust any water bill after determining that the water bill is excessive, upon the following conditions:
- (a) If the cause is a defect in a water meter, the water bill shall be reduced by the amount by which it exceeds one and one-half  $(1\frac{1}{2})$  times the average water bill for the preceding three (3) months.
- (b) All metered water lost on the consumer's side of a meter will be charged at the normal rate and no adjustment of the bill shall be made; however; the consumer may negotiate payment terms with CCDPU for any bill in excess of \$250 due to lost water.
- Section 23. Meter Tests. Any consumer may have a test of his water meter made upon payment in advance of a fee in the amount of the actual cost of the test for any size meter, provided that this fee shall be waived if the consumption shown on the meter in question is greater than twice the average consumption for the preceding six months. Any meter which shows upon test an error not greater than five (5%) shall not be considered defective. If the meter is found to be over-registering in excess of five

(5%), refund shall be made in accordance with Section 22(a) above, and the fee paid for the test shall be refunded.

Section 24. Tampering With Meters and Stopcocks. No person, except an employee, agent, or contractor of CCDPU, shall turn the stopcock installed in each meter box nor shall any person construct or have constructed any bypass around any meter except as may be installed and sealed by the County. The fact that water is cut on to any premises by a person without the prior knowledge of either the County or the consumer shall not relieve the consumer of liability for such unauthorized use of water. A minimum fee of \$100.00 shall be imposed upon the consumer where such tampering or unauthorized use of water has occurred.

### Section 25. Minimum Charge per Each Location.

- (a) The minimum charge, as provided in the rate schedule set out in the Rules, Regulations and Specifications shall be made for each meter installed, regardless of location.
- (b) At seasonal locations where water is used during certain months only, the minimum charge shall accrue per service for the period of non-use.
- (c) Water furnished for a given location shall be used at that location only. Each consumer's service must be separately metered at a single delivery and metering point unless specifically permitted otherwise by this Ordinance.
- **Section 26.** Change of Occupancy. Not less than three days notice must be given in person or in writing to discontinue service for a change in occupancy. Such notice shall be given to the office location designated by CCDPU. The outgoing consumer shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longest. The owner shall be responsible for the minimum charge during any period of vacancy of a rental unit or during any period of vacancy while a premises is listed for sale.

### Section 27. Billing Disputes.

- (a) If a consumer believes his bill to be in error, he shall present his claim, in person, to the office designated by CCDPU before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing suspension of service as provided in section 19(b). The consumer may pay such bill under protest, and said payment shall not prejudice his claim.
- (b) CCDPU will make special meter readings at the request of the consumer for a fee as set forth in the Rules, Regulations and Specifications, provided that, if such special reading discloses that the meter was over-read or in error in any way, the fee will be refunded.
- (c) If the seal of the meter is broken by other than the County's representative, or if the meter fails to register correctly, or is stopped for any cause, the consumer shall pay an amount estimated from the record of his previous bills and/or from other proper data.
- (d) No modification of rates or any of the rules and regulations shall be made by any employee, agent or contractor of the County.

### Section 28. Late Payment Fees.

(a) When a consumer shall have failed to pay his account by the due date set forth on his bill, a late payment fee shall be imposed upon him and the amount of such fee shall be added to the balance due. The amount of the late payment fee provided for in this section shall be as established in the Rules,

Regulations and Specifications. A consumer shall have failed to pay his account when the full amount charged to him for service supplied as stated on his bill has not been paid to and received by the office designated by CCDPU by 5:00 p.m. on the due date set forth on the bill.

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

### ARTICLE V: PROTECTION OF THE WATER SUPPLY

### Section 29. No Cross-Connection to Other Supply.

- (a) No part of the County's water system shall be connected to any source of water supply other than those authorized by official action of the Board of County Commissioners. On any premises connected to the County water system, there shall be no cross-connection to, or use of, a well, spring or any other source of water.
- (b) A completely separate plumbing system using water from another source may be maintained for irrigation purposes upon the owner providing CCDPU with a certification from a plumber licensed in the State of North Carolina that the separate system is not cross-connected with the County's water system.
- Section 30. No Contamination of Water Supply. No person shall contaminate any portion of the of the County's water supply whether the same is in a reservoir, tank, or pipe.

### ARTICLE VI: MISCELLANEOUS PROVISIONS

- Section 31. Dry-taps. Dry-taps, or taps for which a meter is not provided and service is not commenced, shall be allowed on vacant premises provided that the owner acknowledges that he intends to develop, or offer for development, the property served by the dry-tap within two years of the installation of the tap; will be responsible to keep the tap location clearly identified and protected from damage by vehicles or equipment crossing over it; will be responsible for any damage done to the tap; and will pay the minimum charge.
- **Section 32.** Use of Fire Hydrants. The County's water system is developed to rural water standards and may not have sufficient pressure for fire suppression at all, or any, fire hydrants. All fire hydrants shall be color coded in accordance with the Rules, Regulations and Specifications to indicate those which have sufficient pressure for fire suppression. Only those hydrants which are coded for fire suppression may be used by a fire department for fire suppression. No other hydrants are to be used, opened or accessed by any person other than employees, agents or contractors of the County.
- **Section 33. Extensions.** Extensions proposed by property developers shall be allowed subject to the following conditions:
  - (1) The design of the extension and installation of all lines, piping and apparatus shall comply with the Rules, Regulations and Specifications and all applicable local codes and ordinances and state regulations and laws.
  - (2) Any extension must be approved by, and shall be subject to any additional conditions imposed by, the Board of County Commissioners.

- (3) Any such extension shall be at the cost of the developer and shall be owned and operated by the County as part of the County's water system upon acceptance of the extension by the Board of County Commissioners.
- **Section 34. Severability.** If any provision, paragraph, word, section or article of this ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, and sections, shall not be affected and shall continue in full force and effect.
- **Section 35.** Conflicts with Other Ordinances. All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this ordinance are hereby repealed to the extent of such inconsistency or conflict. This ordinance shall take effect and be in full force from and after its lawful adoption.

### Section 36. Enforcement.

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

Adopted by the unanimous vote	of the Cumberland County Board of Commissioners upon	a first
reading at the regular meeting held	, 2011.	

### OFFICE OF THE COUNTY ATTORNEY

Courthouse, II7 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 JUNE 20, 2011 MEETING OF THE BOARD OF COMMISSIONERS

TO:

Bd. of Commissioners; Co. Manager; Asst. Co. Manager

FROM:

Co. Atty. Am

DATE:

June 14, 2011

SUBJECT:

Policy Guidelines for Part-time and Temporary Hires

### BACKGROUND:

In April, the Policy Committee directed management to develop guidelines for certified and non-certified positions on temporary hires and part-time employees, regardless of whether they are retired. The only existing guidance on this issue is contained in Section 10-51 of the Personnel Ordinance which states that "an employee appointed for less than full-time service shall be paid at an hourly rate or at a part-time/monthly salary if one is established for the position in question, whichever is applicable." The following proposed policy was presented to Policy Committee on June 2. The Committee voted to recommend the policy, as written, to the full Board for its consideration.

# POLICY GUIDELINES FOR THE APPOINITMENT OF EMPLOYEES FOR LESS THAN FULL-TIME SERVICE

- 1. Employees may be appointed for less than full-time service when it is in the best interest of the county or the department in which such appointment is made to do so. Part-time or temporary appointments shall not be made for the convenience or accommodation of an employee unless approved in writing in advance by the County Manager.
- 2. Conditions which might support such appointments include, without limitation, the following:
  - (a) seasonal work, such as mowing or youth programs conducted only in the summer;
  - (b) budget constraints, such as not using general fund moneys to supplement the administrative allowance in grant funded programs when the amount

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- of the administrative allowance is not sufficient to fund a full-time position;
- (c) unanticipated temporary increases in the regular workload which cannot be completed without incurring overtime or compensatory time for full-time employees, such as the need for disaster assistance services on a scale beyond the capacity of the organization to provide;
- (d) the prolonged absence of a full-time employee whose duties cannot be readily absorbed by the other employees in the department, such as an employee on extended medical leave or receiving specialized training or certification;
- (e) a limited and temporary need for an employee with specialized skills, experience or certification, such as the contracted employment of such a person to transition Workforce Development to FTCC;
- (f) the maintenance of a pool of qualified employees willing to fill-in for absent regular employees on short notice and for short durations due both (i) to the difficulty of scheduling operations requiring the continuous coverage of a minimum number of employees, such as the Detention Center, and (ii) to the occasional need to cover the absence of a regular employee and that position's backup personnel, such as at the county manager's reception desk.
- (g) under any circumstances in which the department's needs can be met most efficiently and at a lesser cost by using part-time or temporary employees.
- 3. Temporary or part-time personnel should not be used merely as a convenience to a department in substitution of the process of hiring and training qualified full-time employees for needed permanent positions. When making hiring decisions, department heads should consider their department's needs for the succession of qualified, trained employees to replace those employees who leave service.

### **ACTION REQUESTED:**

Consideration of the proposed policy.

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

ITEM NO. .

5

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

### AGENDA ITEM FOR JUNE 20, 2011 BOC MEETING

MEMO TO:

Board of Commissioners

MEMO FROM:

Marie Colgan, Clerk to the Board

DATE:

June 9, 2011

RE:

Appointment of a voting delegate and alternate for the

NACo Conference in July

BACKGROUND: The NACo annual conference is being held July 15 - 19, 2011 and a voting delegate and alternate must be designated from Cumberland County.

PROPOSED ACTION:

Appoint a delegate and an alternate.





### OFFICE OF THE COUNTY ATTORNEY

Courthouse, II7 Dick Street - Suite 551 • P.O. Box I829 • Fayetteville, North Carolina 28302-1829 (910) 678-7762 • Fax: (910) 678-7758

# REVISED MEMO FOR THE AGENDA OF THE JUNE 20, 2011 MEETING OF THE BOARD OF COMMISSIONERS

TO:

Bd. of Commissioners; Co. Manager; Dep. Co. Manager; Asst. Co.

Manager; David Sullivan for FTCC

FROM:

Co. Atty. RM

DATE:

June 16, 2011

SUBJECT:

Memorandum of Agreement (MOA) for the Transfer of Workforce

**Development Programs to FTCC** 

Attachments: MOA Document

### BACKGROUND:

The proposed terms for the transfer of Workforce Development programs to FTCC are set out in the attached agreement. All programs except the CAA and Senior Aid programs will transfer, with the adult program fully transferring on July 1, 2011, and the summer youth program fully transferring no later than August 31, 2011. This delayed transfer of the youth program is necessary to accommodate the need for continuity in payroll services for these temporary youth employees. The CAA program ends at the end of September and the Senior Aid program is a separate program that is not funded by the Workforce Investment Act.

All but one of the employees in the program will become FTCC employees, fully subject to its personnel rules and regulations. One employee who is within 18 months of retiring under the Local Government Retirement System will remain an employee of the county and be assigned to FTCC until she becomes eligible for retirement. If that employee wants to continue to work after retirement, she will become a regular employee of FTCC, provided that her job performance has been satisfactory and subject to the availability of Workforce Development funds.

NOTE: The provisions for the transfer of the Summer Youth Program and the continued employment of the employee who will be given the opportunity to retire in the Local Government System have not been approved by FTCC at this time.

The county commits to the following continuing obligations:

- provide office space, telephone, utilities, and housekeeping services for up to five employees at the Spring Lake site for a period of three years
- consult with FTCC Board of Trustees on the appointment of WFD Board members and appoint a member of the FTCC Board of Trustees to the Workforce Development Board when that is reasonably possible
- provide supplemental annual funding in the initial amount of \$20,000, adjusted each year by the percentage change in administrative funding for the programs
- pay any cost of the transfer that cannot be paid out of Workforce Development funds

<u>ACTION REQUESTED:</u> Consideration/approval of the proposed agreement subject to minor modification upon final approval by FTCC.

### **Memorandum of Agreement**

# Cumberland County North Carolina

This Memorandum of Agreement entered into by and between Fayetteville Technical Community College ("College"), a body corporate operating pursuant to Chapter 115D of the North Carolina General Statutes, and Cumberland County ("County"), a local government operating pursuant to the North Carolina General Statutes. The parties agree as follows:

- 1. **DEFINITIONS:** The following definitions shall apply to this Memorandum of Agreement:
  - A. "Parties" shall be defined as College and County.
  - B. "Workforce Development Board functions" shall be defined as the Adult and Dislocated Worker Program and the Youth Employment Program (both of which are funded through Title I of the Workforce Investment Act). Workforce Development Board functions as defined herein shall not include any functions related to the Senior Aid Program (funded pursuant to Title V of the Older American Act) or the Career Advancement Account.
  - C. "Acts" shall be defined as the Workforce Investment Act as it may be amended from time-to-time, and any regulations promulgated by the federal government to implement the Workforce Investment Act.
  - D. "Transfer Date" shall be defined as the date the transfer becomes effective pursuant to Paragraph 1 entitled "Transfer of WDB Activities."
  - E. "Board" shall be defined as the Cumberland County Workforce Development Board and any county staff assigned to the Board to carry-out activities of the Board.
- 2. TRANSFER OF WDB ACTIVITIES: Subject to the terms described in this Memorandum of Agreement, the County transfers its administration of and responsibility for the Workforce Development Board functions to College and College accepts the transfer of and responsibility of same from County. The transfer of the Adult and Dislocated Worker functions shall be effective July 1, 2011. The transfer of the Youth Employment Program shall be effective at time the last program participant is removed form County's payroll system as an employee, which date shall not be later than August 31, 2011. County shall notify college of the anticipated transfer date as soon as it can be determined.

- 3. TRANSFER OF EQUIPMENT: Ownership and possession of all office equipment, office furnishings, and office supplies purchased with monies derived from the Workforce Investment Act to further the Workforce Development Board functions are hereby transferred and assigned to College. The County certifies that all such equipment, office furnishings, and office supplies with a value of five hundred dollars (\$500) or more are listed in Appendix A. College shall assume all responsibilities of ownership associated with ownership of each item described in Appendix A and shall maintain these items as required by the terms of the applicable laws, and regulations. In the event that equipment and/or furnishings not listed in Appendix A are identified as having been purchased in whole or in part with monies received pursuant to the Acts ("Omitted Equipment"), County shall, at the College's sole discretion, either transfer ownership and possession of the Omitted Equipment to College or reimburse College the fair market value, as of July 1, 2011, of the Omitted Equipment.
- 4. ASSIGNMENT OF FUNDING: County and College shall notify all entities providing funding for Workforce Development Board functions of the transfer of the functions from County to College. County and College shall complete and submit any required documentation required to assign or transfer funding from all applicable funding sources of the Workforce Development Board functions to College. To the extent that funding for any Workforce Development Board function is not transferred to College, County, in its sole discretion, shall provide College funds in an amount equal to the funding not transferred for any Workforce Development Board functions or the administration of such Workforce Development Board functions shall revert to the County and the County shall bear responsibility for such function(s).
- 5. TRANSFER OF EMPLOYEES: College shall accept from the County the transfer of employment of up to 13 employees currently assigned to conduct the activities of the Board ("WDB Employees"). One additional employee, to be identified by the County at the time of transfer of the program, shall remain an employee of County, shall continue to accrue leave and benefits as a County-employee, and shall continue to be entered into the County's payroll system until this employee becomes eligible to retire in the Local Government Retirement System, which shall not be for more than eighteen (18) months from July 1, 2011. Although this employee shall continue during this time period as a County employee, this employee shall be assigned to work in the Workforce Development Board functions under the direction, supervision and control of College. College may terminate the assignment of this County employee for any cause arising out of the work performance of this employee, consistently with the personnel rules and regulations applicable to all College employees and upon written notice to the County Manager. College shall pay

County the direct payroll cost of this employee to County. Upon this employee becoming eligible to retire under the Local Government Retirement System, this employee shall retire from County employment. At that time, if this employee chooses to remain employed after retirement, College shall accept this employee as a regular College employee in the Workforce Development functions, provided that this employee's job performance has been satisfactory and subject to the availability of continued funding for this position through Workforce Development funds. To the extent that any individual WDB Employee may have accumulated either vacation of annual leave, the College will accept the transfer of up to 40 hours of such leave. College shall not accept the transfer of any other form of leave which WDD Employee may have accumulated, including without limitation, sick leave. WDB Employees shall be encouraged by College, County, and Board to contact the Local Government retirement system to confirm the specific effect on their individual retirement account of their transfer of employment from County to College. Employees shall earn benefits through College as provided in College policies.

- 6. **ASSIGNMENT OF LEASES AND OTHER CONTRACTS:** To the extent permitted, County assigns to College its lease for facilities at 410 Ray Avenue, Fayetteville, North Carolina and College accepts and agreed to fulfill all County obligations stated in said lease. County and College shall notify Lessor of such assignment and shall seek Lessor's approval of said assignment. County and FTCC shall cooperate in the assignment of any and all other existing leases or contract necessary to the proper fulfillment of the Workforce Development Board functions.
- 7. **SPRING LAKE SITE**: For a period of three years, County shall provide, at its own expense, office space, telephone service, electrical service, water service, trash collection service, housekeeping service, and access to a facsimile and copier, in like quality of the County's other offices, for five College employees engaged in Workforce Development Board functions whose employment functions are, on the Transfer Date, performed at the Cumberland County Resource Center in Spring Lake, North Carolina. In the event College transfers the functions of any such College employee to an alternate location, County shall be relieved of the responsibility for providing office space and other services for such transferred employee. In the event of any transfer, College shall notify County, in writing, of any such transfer.
- 8. WORKFORCE DEVELOPMENT BOARD MEMBERSHIP: The Parties recognize the County's non-delegable, legal duty to appoint members to the Cumberland County Workforce Development Board. Prior to making any appointment to the Workforce Development Board, County shall share with College the names of its nominees and shall seek the

College's advice regarding the potential appointment of the nominees to the Cumberland County Workforce Development Board. To the extent reasonably possible, County shall appoint a member of the Trustees of Fayetteville Technical Community College to the Cumberland County Workforce Development Board at anytime a member of the Trustees of Fayetteville Technical Community College is not serving on the Cumberland County Workforce Development Board.

- 9. **INDEMNIFICATION**: To the extent permitted by law, County indemnifies and holds College harmless for any and all damages, whether sounding in tort or contract, associated with the operation of the Cumberland County Workforce Development Board prior to the Transfer Date. To the extent that any entity with oversight of the Cumberland County Workforce Development Board and its activities determines that any County or Workforce Development Board expenditure of Workforce Investment Act funds or associated grants was not authorized or permitted by applicable laws, regulations, contracts, or grants and such expenditure occurred prior to Transfer Date, County, at its sole expense, shall reimburse, College or Workforce Development Board for such expenditure which College or Workforce Development Board becomes obligated to repay.
- 10. **SUPPLEMENTAL FUNDING:** On July 1, 2011, County shall provide College up to twenty Thousand Dollars (\$20,000) to supplement the budget of Workforce Development Board functions. On July 1 of each year thereafter, County shall provide College supplemental funding equal to the supplemental funding provided College pursuant to this paragraph in the previous year increased or decreased in an amount proportional to any increase or decrease in the then current year's administrative funding.
- 11. **COSTS OF TRANSFER:** To the fullest extent possible, Workforce Development Board funds shall be utilized for costs associated with the transfer of the Workforce Development Board functions to FTCC. To the extent such is not possible, County shall bear any expenses directly associated with the transfer of the Workforce Development Board functions.

This the, day of 2011.	
For College	For County

APPENDIX A LISTING OF OFFICE EQUIPMENT AND FURNISHINGS TRANSFERRED TO FTCC

JAMES E. MARTIN County Manager

AMY H. CANNON Deputy County Manager



**IAMES E. LAWSON** Assistant County Manager

ITEM NO. .

OFFICE OF THE COUNTY MANAGER 5th Floor, New Courthouse • PO Box 1829 • Suite 512, • Favetteville, North Carolina 28302-1829 (910) 678-7723 / (910) 678-7726 • Fax (910) 678-7717

TO:

**BOARD OF COUNTY COMMISSIONERS** 

FROM:

AMY H. CANNON, DEPUTY COUNTY MANAGER AMY H. CAUNON

DATE:

**JUNE 14, 2011** 

**SUBJECT:** 

UPDATE ON REFINANCING OF TWO PRIOR INSTALLMENT

CONTRACTS IN THE AMOUNT NOT TO EXCEED \$44.5M ORIGINALLY SCHEDULED TO BE ISSUED IN JANUARY OF

**2011 WITH THE 2010 QSCB'S** 

### **BACKGROUND**

Management advised the Board during October of 2010, that two prior debt issues in the amount of \$44.5M were eligible for refunding based upon prevailing market conditions at that time. That refunding would have replaced original 2008 debt issues for the Public Health Center and Grays Creek High School. Management recommended combining the sale of the QSCB's and this refunding opportunity as long as the market conditions remained favorable.

The county actually issued the QSCB's in January 2011. However, municipal market conditions deteriorated and we made the decision to withdraw the refunding from the QSCB sale. We have continued to monitor market conditions and believe that the opportunity may now exist to move forward with this refunding. The most current analysis indicates potential savings of \$1.355M or net present value savings of 3.39% and approximately \$150,000 in annual savings through 2028.

Management recommends moving forward with this refunding opportunity if market conditions remain favorable. All necessary approvals from this Board and the Local Government Commission (LGC) were obtained in 2010 when the sale was originally contemplated. We have contacted the LGC regarding this current market evaluation, and have received a sale date of June 29, 2011.

### RECCOMENDATION

Approve the recommendation from management to proceed forward with the refunding of the Public Health Center and Grays Creek High School and authorize the execution and delivery of documents to finalize this transaction.

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### 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 JUNE 20, 2011 MEETING OF THE BOARD OF COMMISSIONERS

TO:

Bd. of Commissioners; Co. Manager; Matt Rooney

FROM:

Co. Atty. RM

DATE:

June 14, 2011

SUBJECT:

**Preliminary Redistricting Analysis** 

Attachments: Tables Containing Census Data and Maps of Alternatives

### DISCUSSION:

Alternatives A through D shown on the attached maps meet the legal requirements for redistricting and eliminate any precincts being split between the two districts. The map designated as Table 1 shows the current district boundaries. Table 1 provides the raw data for the maps. The four alternatives compare as follows:

### Impacts on Population:

All four alternatives produce deviations that are within the 10% allowance and are shown in rank order from smallest to largest deviation as follows:

Alternative A, deviation of 0.25% Alternative B, deviation of 5.10%

Alternative D, deviation of 5.64%

Alternative C, deviation of 8.29%

Alternative A is near perfect in population distribution.

### Impacts on Racial Demographics:

There is not a significant difference in the racial demographics among any of the alternatives and District 1 as it currently exists. The rounded percentage for each is: white-39%, African-American-48%, and other-13%.

### Impacts on Voter Registration:

Table 3 shows the data by numbers of voters and the percentages. Like the racial demographics, there is not a significant difference among any of the alternatives with regard to voter registration by race. The percentages for each alternative are shown in rank order from largest to smallest percentage of registered African-American voters as follows:

### **Split Precincts:**

Currently the split precincts are Westarea 1, Cross Creek 23-1, Cross Creek 22, Cross Creek 9, Eastover 1, Cross Creek 2, Judson-Vander, Auman 1, Cross Creek 28-1 and Cross Creek 28-2. These split precincts are distributed to the same district in each alternative with the exceptions of Cross Creek 2 and Auman 1.

Westarea 1, Cross Creek 9, Cross Creek 28-1 and Cross Creek 28-2 are completely distributed to District 1 in each alternative.

Cross Creek 23-1, Cross Creek 22, Eastover 1 and Judson-Vander are completely distributed to District 2 in each alternative.

Cross Creek 2 is completely distributed to District 1 in Alternatives A, B and D and is completely distributed to District 2 in Alternative C.

Auman 1 is completely distributed to District 2 in Alternatives A, B and C and is completely distributed to District 1 in Alternative D.

None of the alternatives contain any split precincts.

### Affected Precincts:

Other than the split precincts, each of the alternatives shifts Cross Creek 25, Cross Creek 27 and Montibello Precincts from District 2 to District 1. That leaves only six precincts that are affected differently by the alternatives.

### **Summary of Impacts:**

None of the alternatives significantly change the racial demographics of the population or voter registration as is currently found in District 1. The real differences among the alternatives are the impacts on the numbers of people and precincts that may be shifted from District 2 to District 1.

Alternative A clearly impacts the least number of people and precincts.

Alternative C clearly impacts the most number of people and precincts.

Alternatives B and D create about the same impacts on people and precincts with those impacts being on precincts north of Raeford Road with Alternative B and south of Raeford Road with Alternative D.

### **ACTION NEEDED:**

The Board should decide whether it wishes to hire a professional consultant or have staff to continue this process. Whether the decision is made to continue this process with staff or hire a consultant, the Board should also give direction as to which of the alternatives presented should be further developed or whether additional alternatives should be developed. This process needs to be kept on track to accommodate timely preclearance submission to the Department of Justice.

TABLE 1.	TABLE 1. 2010 CENSUS RESULTS FOR CURRENT DISTRICT PLAN	Target 2010 CENSIIS ABSOLUTE PERCENT
	TABLE 1. 20	ļ

		12%	12%	12%
	OTHER	39% 49708 48% 12,925	57% 67409 31% 25,325 12%	164064 51% 117117 37% 38,250 12%
		48%	31%	37%
	BLACK	49708	67409	117117
		39%	21%	51%
	WHITE	40851	6 123213 57	164064
ERCENT	-	19.01% 40851	-12.67%	
SOLUTEP	VIATION	-24288	24288	
TOTAL Target 2010 CENSUS ABSOLUTE PERCENT	63886 POPULATION DEVIATION	103484	215947	319431
Target 2	63886 F	127772	191659	
TOTAL	319431	Disrict 1	District 2	

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TABLE 2.	ALIGNM	TABLE 2. ALIGNMENT OF CURRENT DISTRICT PLAN TO	T DISTRIC	HEAN T		ZENT F	<b>CURRENT PRECINCTS</b>	တ							
TOTAL	Target 2	Target 2010 CENSUS ABSOLUTE PERCENT	SOLUTEP	ERCENT						REGISTERED WHITE	MHITE	ш	BLACK	Ь	OTHER
319431	63886 F	63886 POPULATION DEVIATION	/IATION		WHITE	_	BLACK	0	OTHER	VOTERS	VOTERS	>	VOTERS	0	VOTERS
Disrict 1	127772	106883	-20889	-16.35%	41728	39%	51744	%8	48% 13411 13%	59431	17459	29.4%	35584 58	59.9%	6388
District 2	191659	212548	20889	10.90% 122336	122336	28%	65373 31%		24839 12%	133079	77845	58.5%	42179 31.7%	.7%	13055
TOTAL		319431			164064		51% 117117 37%		38250 12%	192510	95304	49.5%	77763 40.4%	.4%	19443
	dia.														
ALTERNATIVE A.		Precincts Cross Creek 02, Cross Creek 28, Cross Creek 25, Cross Creek 27, Montibello, Cliffdale West	Creek 02,	Cross Cre	ek 28, C	ross C	reek 25, (	Cross	Creek 27, 1	Montibello, Cliff	dale Wes	<del></del>			
TOTAL	Target									REGISTERED WHITE	MHTE		BLACK	Ь	OTHER
319431	63886 F	63886 POPULATION DEVIATION	MATION		MHITE		BLACK	0	OTHER	VOTERS	VOTERS	_	VOTERS	9	VOTERS
Disrict 1	127772	127576	-196	-0.15%	50112		60796 4	%8	39% 60796 48% 16668 13%	70965	21739	30.6%	41098 5	27.9%	8128
District 2	191659	191855	196	0.10%		28%	56321 2	%6:	56321 29% 21582 11%	121545	73565	80.5%	36665 3(	30.2%	11315
TOTAL		319431			164064		51% 117117 37%		38250 12%	192510	95304	49.5%	77763 4(	40.4%	19443
ALTERNATIVE B.	TIVE B.	Precincts Cross Creek 02, Cross Creek	Sreek 02,	Cross Cre	ek 28, C	ross C	reek 25,	Cross	. Creek 27,	28, Cross Creek 25, Cross Creek 27, Montibello, Cliffdale West 1, Cliffdale West 2	dale Wes	t 1, Cliff	dale West		
TOTAL	Target									REGISTERED WHITE	MHTE	ш	BLACK		OTHER
319431		63886 POPULATION DEVIATION	MATION		WHITE		BLACK	0	OTHER	VOTERS	VOTERS		VOTERS	9	VOTERS
Disrict 1	<b>~</b>	131676	3904	3.06%	51433	39%	63103 48%	%8:	17140 13%	73574	22447	30.5%	42668 58	28.0%	8459
District 2	191659	187755	-3904	-2.04% 112631	112631	%09	54014 29%		21110 11%	118936	72857	61.3%	35095 29.5%	3.5%	10984
TOTAL		319431			164064	21%	51% 117117 3	37%	38250 12%	192510	95304	49.5%	77763 40	40.4%	19443
ALTERNATIVE C.	TIVE C.	Precincts Cross Creek 28, Cross Creek	Creek 28,	Cross Cre	ek 25, C	coss C	reek 27,	Monti	bello, Cliffd	25, Cross Creek 27, Montibello, Cliffdale West 1, Cliffdale West 2, Lake Rim	fdale Wes	st 2, Lake	Rim		
TOTAL	Target									REGISTERED WHITE	MHITE		BLACK	O	OTHER
319431	63886 ₽	63886 POPULATION DEVIATION	/IATION		WHITE	_	BLACK	0	OTHER	VOTERS	VOTERS		VOTERS		VOTERS
Disrict 1	127772	134128	6356	4.97%	52412		64140 4	%8	39% 64140 48% 17576 13%	75146	22691	30.2%	43666 58	58.1%	8789
District 2	191659	185303	-6356	-3.32% 111652	111652		60% 52977 29%	%6	20674 11%	117364	72613	61.9%	34097 28	29.1%	10654
TOTAL		319431			164064		51% 117117 3	37%	38250 12%	192510	95304	49.5%	77763 40	40.4%	19443

8254 11189 19443

42588 57.8% 35175 29.6%

61.0%

72513 95304

21094 11%

38250 12%

17156 13%

63227 48% 53890 29% 51% 117117 37%

36% %09

51713 112351 164064

3.38% -2.26%

4324 4324

132096 187335

127772 191659

District 2 Disrict 1

TOTAL

319431

49.5%

22791 31.0%

73633 118877 192510

VOTERS

VOTERS

OTHER

BLACK

NHT E

319431 63886 POPULATION DEVIATION

TOTAL Target

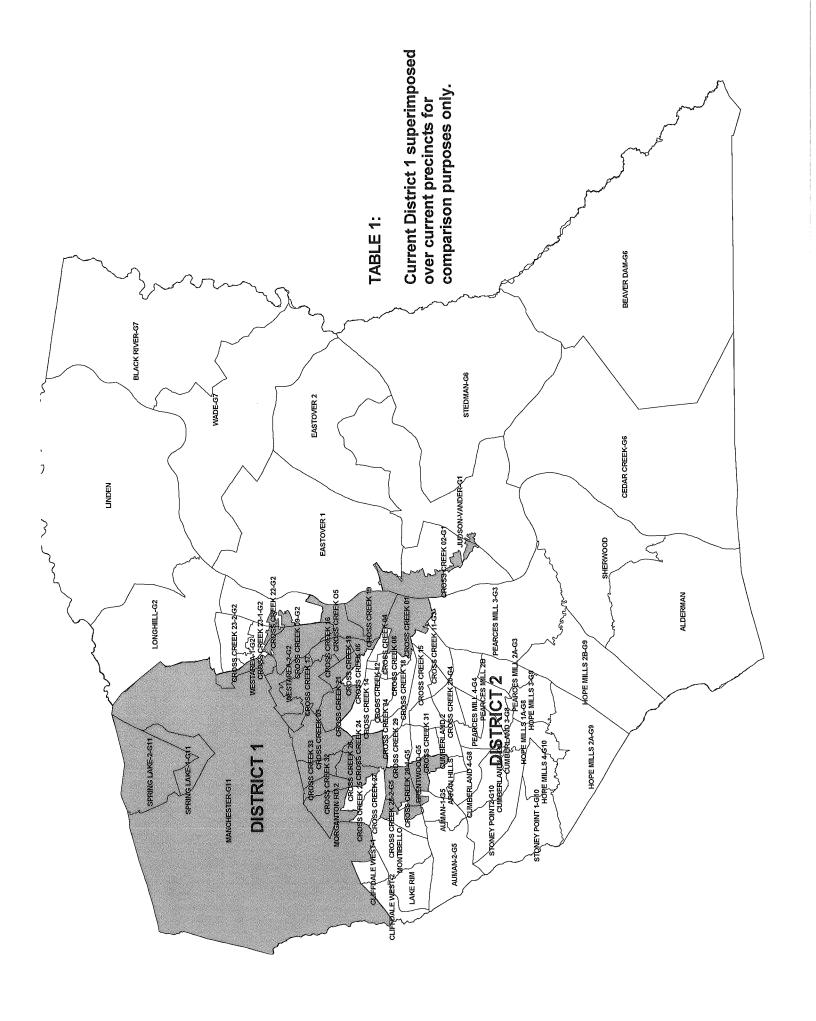
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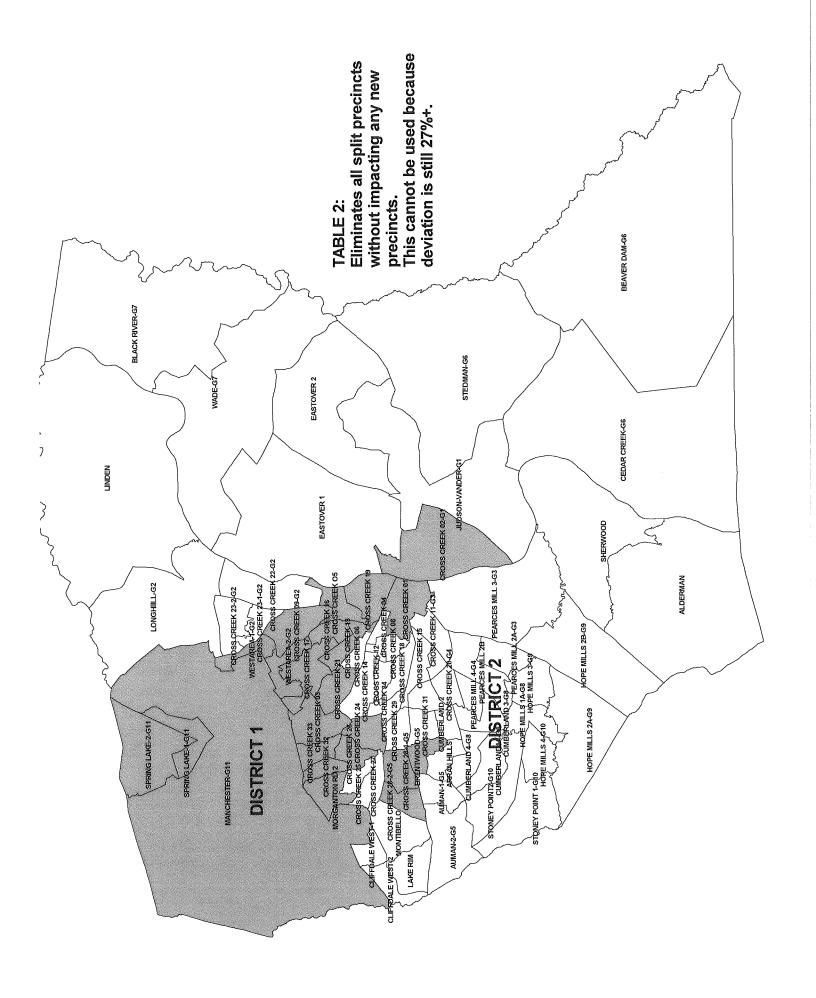
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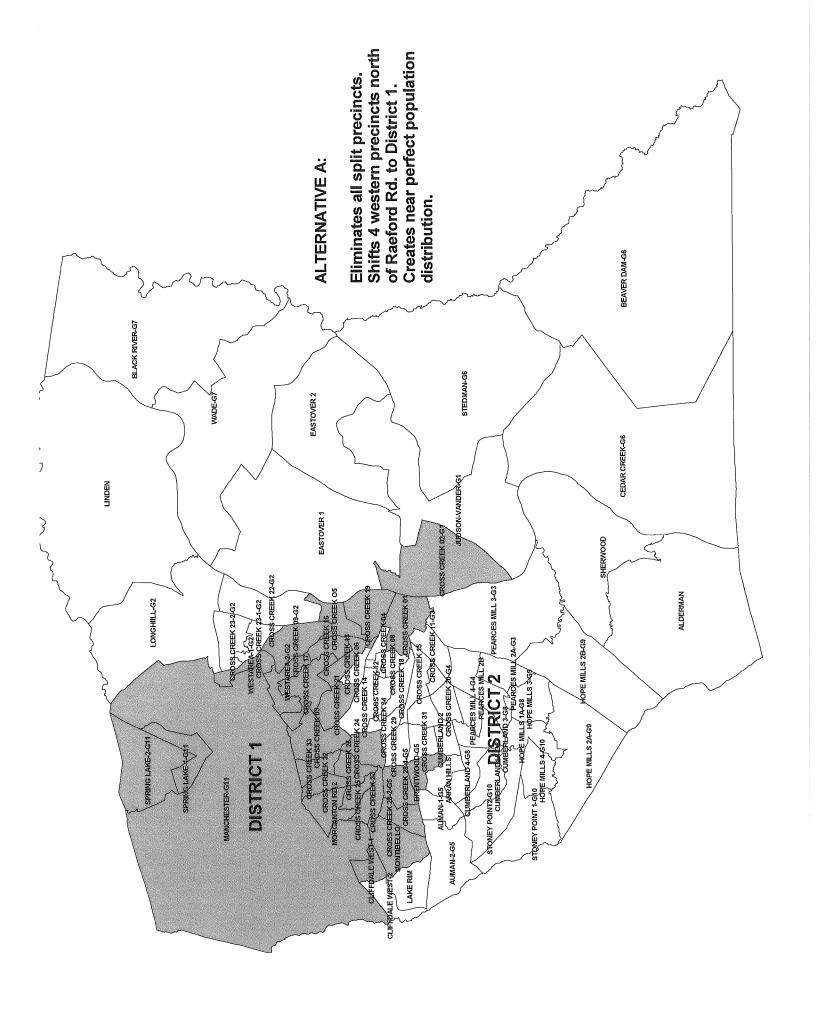
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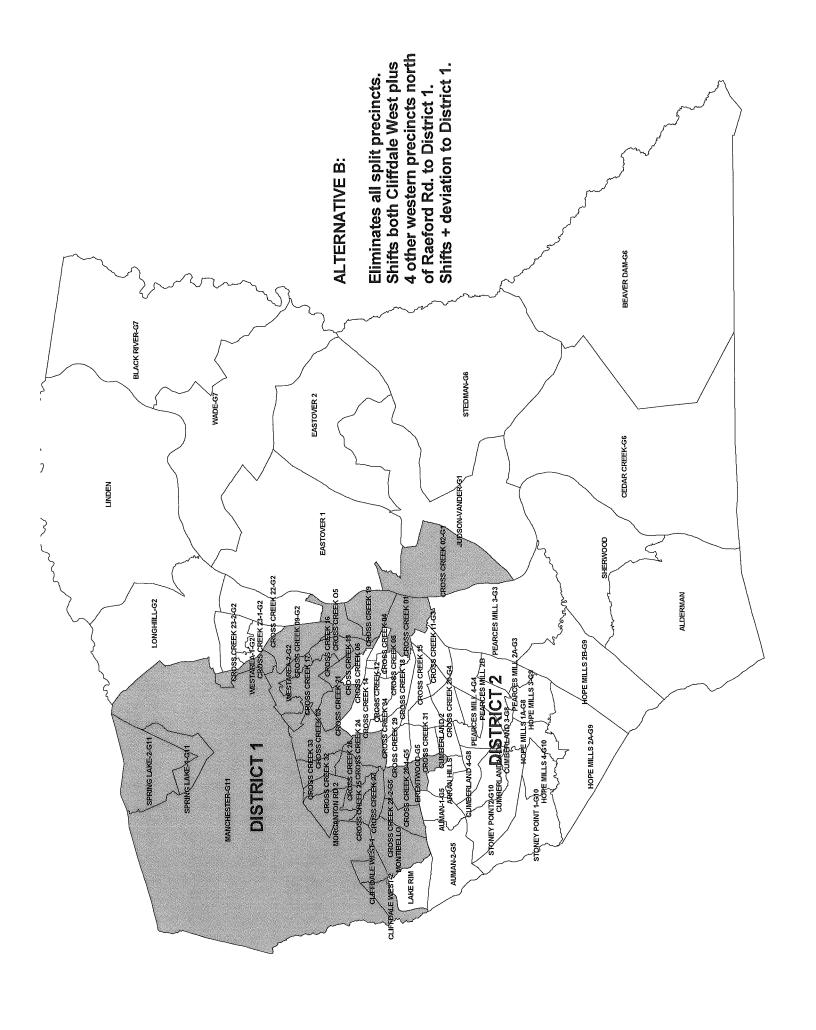
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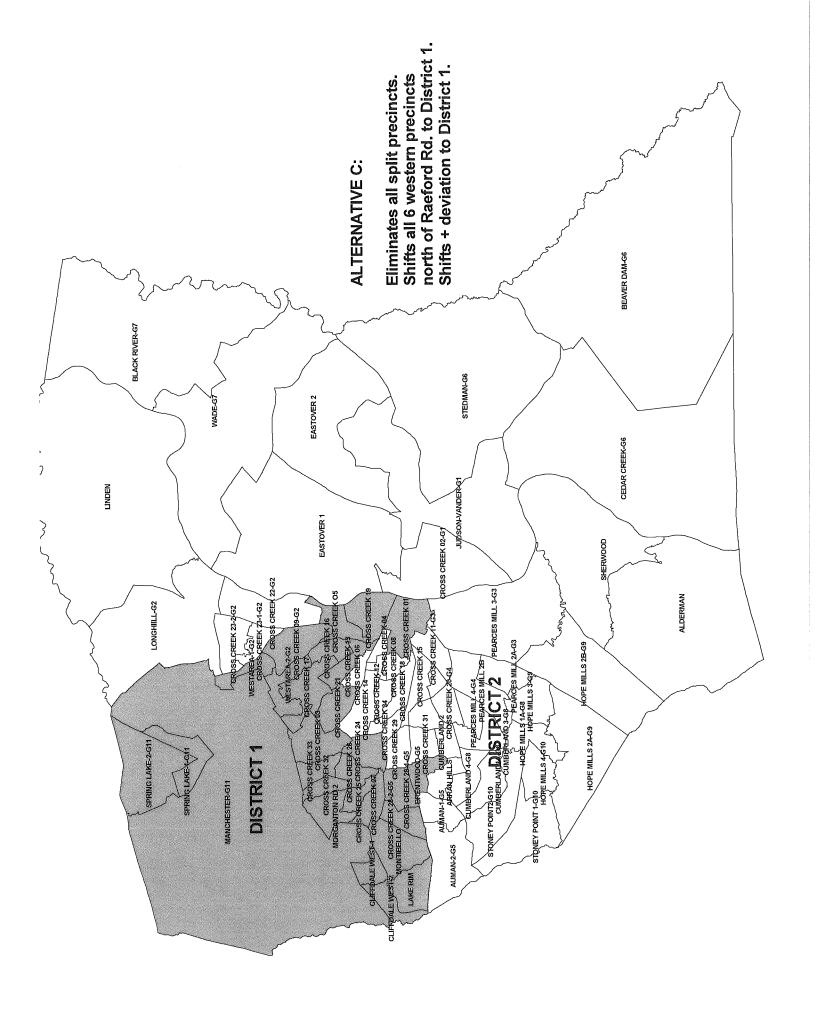
ALTERNATIVE D. Precincts Cross Creek 02, Cross Creek 28, Cross Creek 25, Cross Creek 27, Montibello, Arran Hills, Auman 1

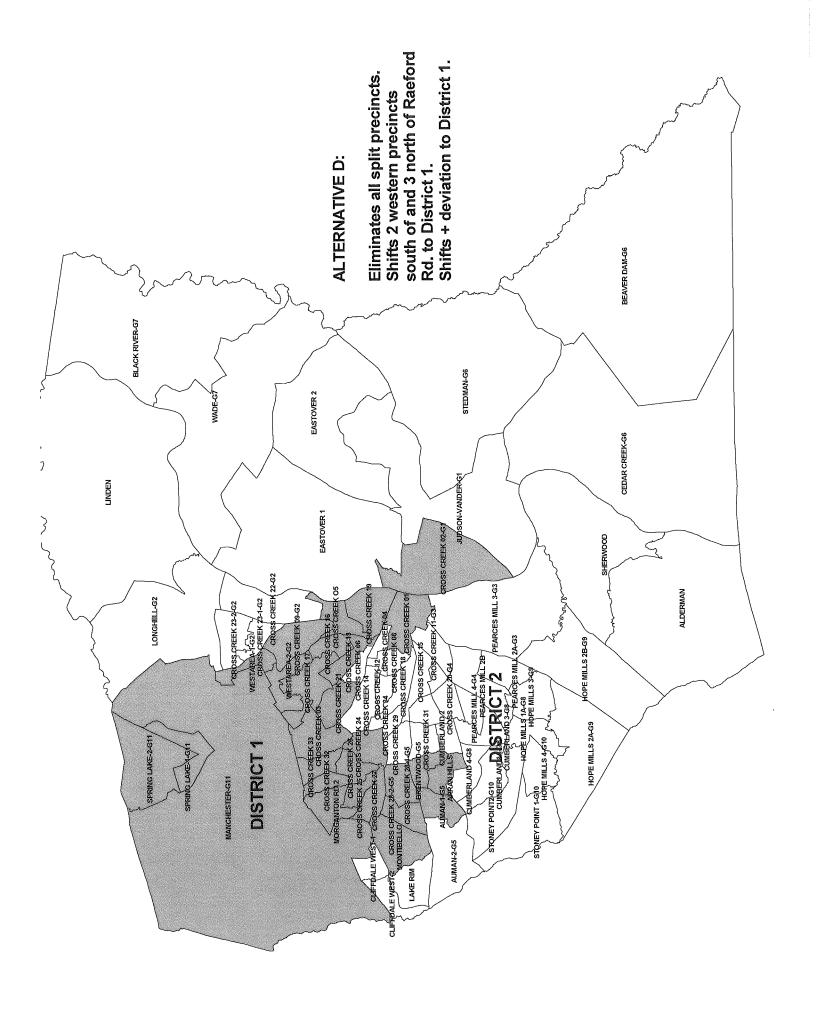












# CUMBERLAND COUNTY BOARD OF COMMISSIONERS COMMISSIONER DISTRICT REDISTRICTINIG ANALYSIS

# Table 3 COMPARISON OF VOTER REGISTRATION BY RACE AND PARTY AFFILIATION

	N/N	White	Black	ck	Other	Jer	Dem	E	Rep	Q	Other	ler
Current District 1 17,095   29.5%	17,095	29.5%	34,261 59.2%	59.2%	6,451	6,451 11.3%	36,050 62.3%	62.3%	9,169	9,169 15.8%	12,575 21.7%	21.7%
Current District 2	78,369	58.1%	43,267	13,267 32.1%	13,290	%8'6	63,811 47.3%	47.3%	38,188	28.3%	32,695 24.2%	24.2%
Alt. A District 1	21,739	30.6%	41,098	11,098 57.9%	8,128	8,128 11.4%	43,043 60.7%	%2.09	11,814	16.6%	15,982 22.5%	22.5%
Alt. A District 2	73,565	60.5%	36,665	30.2%	11,135 9.3%	9.3%	56,819 46.7%	46.7%	35,430	29.1%	29,096	23.9%
Alt. B District 1	22,447 30.5%	30.5%	42,668	12,668 58.0%	8,459	8,459 11.5%	44,522 60.5%	%9.09	12,257	12,257 16.8%	16,667 23.0%	23.0%
Alt. B District 2	72,857	61.3%	35,095	29.5%	10,984	9.5%	55,340 46.5%	46.5%	34,987	29.4%	28,411 23.9%	23.9%
Alt. C District 1	22,691	30.2%	43,666	58.1%	8,789	8,789 11.7%	45,148 60.1%	60.1%	12,605	12,605 16.8%	17,265 23.0%	23.0%
Alt. C District 2	72,613	61.9%	34,097	29.1%	10,654 9.0%	%0.6	54,714 46.6%	46.6%	34,639	29.5%	27,813	23.7%
Alt. D District 1	22,791	22,791 31.0%	42,588	12,588 57.8%	8,254	8,254 11.2%	44,682 60.7%	%2.09	12,248	16.6%	16,569	22.5%
Alt. D District 2	72,513	61.0%	35,175	29.6%	11,189 9.4%	9.4%	55,180 46.4%	46.4%	34,996	29.4%	28,509	24.0%



### OFFICE OF THE COUNTY ATTORNEY

Courthouse, I17 Dick Street - Suite 55I • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829 (910) 678-7762 • Fax: (910) 678-7758

# MEMO FOR THE AGENDA OF THE JUNE 20, 2011 MEETING OF THE BOARD OF COMMISSIONERS

TO:

Bd. of Commissioners; Co. Manager; Co. Engineer; Dan Mace

FROM:

Co. Atty.

DATE:

June 16, 2011 Rm

SUBJECT:

Contract for Architectural Services for Detention Center Expansion

### **BACKGROUND:**

At its June 14 Budget Work Session, the Board considered the proposed contract for architectural services for the detention center expansion. A copy of the proposed contract was provided at that meeting. The contract was not approved and the chairman directed that it be placed on the June 20 agenda with staff to continue discussions with the architect with respect to further justification for the fee with the county using the CMAR method of construction. Some of the board members expressed concern that the county would be paying both the architect and the CMAR for services to be provided by the CMAR. Some of the board members expressed concern that every effort be made to avoid a situation like that which occurred with the construction of the detention center when inferior galvanized pipe was substituted for copper pipe without notice to the county.

The county manager recommended the contract and reported that the county engineer recommended the contract. The county attorney reported that he was satisfied that the language in the contract clearly delineated the role of the architect with respect to the CMAR. The county attorney further reported that although the fee had not been reduced commensurately with the reduction in responsibilities for bidding, the fee could be regarded as a lump sump arrangement that was not specifically related to the amount of work required. The county attorney further advised that this was a contract for very basic architectural services and that further professional fees would be incurred for inspections and quality control.

The county attorney reported the board's action to the architect on June 15 and had not received a response at the time this agenda item was submitted.

### **ACTION REQUESTED:**

Final consideration of the proposed contract.

### **Rick Moorefield**

From: Robert Stanger

**Sent:** Thursday, June 16, 2011 11:49 AM

To: Rick Moorefield
Cc: James Martin

Subject: RE: AGENDA ITEM - ARCHITECT CONTRACT

### Rick:

I am expecting a call from Dan Mace today with either a justification for the fee reduction previously offered (\$5,000) related to the reduced scope of services for the Bidding Phase or a further reduction in fee. As soon as I have this information, I will forward it on to you.

In reviewing your memo to Board, I believe your statement "The county attorney further advised that this was a contract for very basic architectural services and that further professional fees would be incurred for inspections and quality control." is not accurate. The Architect will provide construction administration services as part of the Basic Services negotiated. Only if the County requests full-time project representation from the Architect during construction would there be any adjustment to the fees as an Additional Service specified in the contract amendment. Given that we will be using CMAR, it would not be necessary, in my opinion, for full-time project representation from the Architect.

### Bob

From: Rick Moorefield

Sent: Thursday, June 16, 2011 10:00 AM

To: Carolyn Price; Cindy Tucker; Candice White; Marie Colgan

Cc: James Martin; Robert Stanger; Mace, Dan Subject: AGENDA ITEM - ARCHITECT CONTRACT

### **AMENDMENT #1**

DATE: <u>JUNE 14, 2011</u>

The Agreement for architectural and engineering services for the Cumberland County Detention Center Expansion Project by and between County of Cumberland and Moseley Architects, a Virginia professional corporation with NC License No. 50149, d/b/a Moseley Architects dated November 15, 2010 shall be amended as follows:

**Definition of Project:** The Detention Center Expansion Project shall consist of a 62,700± SF facility containing four (4) - 64 bed dormitory housing units and one (1) - 60 bed single cell maximum security housing unit for a total bed capacity of 316. The design of the facility expansion shall be LEED equivalent (high performance). The Project shall also include minor modifications to areas in the existing facility such as the mechanical room, property storage room, and master control room as required to integrate the new systems into the existing infrastructure, and necessary site improvements to support the facility expansion. The Owner has established a total project budget not to exceed Fifteen Million Dollars (\$15,000,000) of which the estimated construction cost is Thirteen Million Two Hundred Sixty One Thousand Dollars (\$13,261,000).

### ARTICLE 2: SCOPE OF ARCHITECT'S BASIC SERVICES shall be amended to include:

- 2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.8 and shall include civil, structural, plumbing, mechanical, electrical, and security engineering services as required. During this phase of services, the Architect shall meet with the Owner, at a minimum, on a bi-weekly basis to communicate with the Owner's project team and report progress to the Owner.
- 2.1.2 Owner intends to construct the project by the Construction Manager at Risk (CMAR) method of construction. During the pre-construction phases, Architect shall provide all design documents to the CMAR for constructability and value engineering review. Architect shall consider the recommendations of the CMAR with respect to constructability and value engineering; however; all final design decisions shall be made by the Architect.

### 2.4 SCHEMATIC DESIGN PHASE

2.4.3 The Architect shall finalize the schematic design based on the conceptual schematic design (Scheme 2) approved by the Owner on April 18, 2011 and submit the Schematic Design Package with the design narrative to the NC Division of Health Service Regulation (DHSR).

### 2.5 DESIGN DEVELOPMENT PHASE

2.5.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule, or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical, and security systems, materials and such other elements as may be appropriate.



- 2.5.2 The Architect shall prepare a more detailed estimate of construction cost utilizing the Architect's standard format as previously agreed, and review with the Owner any adjustments to the design that may be required to maintain the Construction Budget. The Owner may elect to revise the Construction Budget in order to maintain the previously approved scope of the project and its related design features.
- **2.5.3** The Architect shall submit the Design Development Documents to DHSR for review and comments.

### 2.6 CONSTRUCTION DOCUMENTS PHASE

- 2.6.1 Based on the approved Design Development Documents, incorporating the comments from DHSR, and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
- 2.6.2 The Architect shall prepare a detailed estimate of Construction Costs by Specification Section based on the Construction Documents and advise the Owner of any adjustments to previous preliminary estimates of Construction Costs indicated by changes in requirements or general market conditions. In addition, the Architect shall update the Project Budget consisting of Construction Costs, Design Fees, Materials Testing and Special Inspection Fees, Soils Remediation Contingency, FF&E, and Contingencies.
- 2.6.3 The Architect shall submit the Construction Documents to DHSR for review and approval and assist the Owner in connection with the Owner's responsibility for filing documents required for approval by other governmental authorities having jurisdiction over the Project.

### 2.7 BIDDING OR NEGOTIATION PHASE

2.7.1 The Architect's responsibilities for bidding and negotiation of the construction contracts shall be (1) to attend one pre-bid conference as scheduled by the CMAR to answer questions and clarify design intent and (2) to prepare written addenda to interpret or clarify the construction documents during the bid process as requested by the CMAR.

# 2.8 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.8.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 120 days after the date of Substantial Completion of the Work, unless extended under the terms of Subparagraph 10.3.3. Prior to the end of the Correction of the Work period the Architect shall conduct a walk through inspection of the facilities with the Owner to identify and document deficiencies in the work that require corrective action under the Contractor or CMAR warranties. The Architect shall not be required to make an exhaustive inspection of all aspects of the facilities.

- 2.8.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the latest edition of AIA Document (A201), General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.
- 2.8.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect and with consent of the Contractor or CMAR, which consent shall not be unreasonably withheld.
- 2.8.4 The Architect shall be a representative of and shall advise and consult with the Owner; (1) during construction until final payment to the Contractor or CMAR is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.
- 2.8.5 The Architect shall visit the site a minimum of once per week at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3A.2.
- 2.8.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's or CMAR's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's or CMAR's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the CMAR or any of its employees, subcontractors, vendors, or agents.
- **2.8.7** The Architect shall at all times have access to the Work wherever it is in preparation or progress.
- 2.8.8 Communications by and with the Architect's consultants shall be through the Architect.
- **2.8.9** Based on the Architect's observations and evaluations of the Contractor's or CMAR's Applications for Payment, the Architect shall review and certify the amounts due the Contractor or CMAR.
- **2.8.10** The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.8.5 and

3A.2.2 and on the data comprising the Contractor's or CMAR's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion, and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor or CMAR is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed constructions means, methods, techniques, sequence or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's or CMAR's right to payment or (4) ascertained how or for what purpose the Contractor or CMAR has used money previously paid on account of the Contract Sum.

- 2.8.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the CMAR, Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.
- 2.8.12 The Architect shall review and approve or take other appropriate action upon Contractor's or CMAR's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other information such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems furnished by the Contractor or CMAR, all of which remain the responsibility of the Contractor or CMAR. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques. sequences or procedure. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When Contractor's or CMAR's design professional certification of design and performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the design and performance criteria required by the Contract Documents.

- 2.8.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.
- 2.8.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue final Certificate for Payment upon Contractor's certificate of compliance with the requirements of the Contract Documents.
- **2.8.15** The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor or CMAR. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.
- 2.8.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor or CMAR, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.
- **2.8.17** The Architect's decision on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- **2.8.18** The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor or CMAR relating to the execution or progress of the Work as provided in the Contract Documents.
- **2.8.19** The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor or CMAR, except for those relating to aesthetic effect as provided in Subparagraph 2.8.17, shall be subject to negotiation and legal action as provided in this Agreement and in the Contract Documents.
- **2.8.20** The Architect shall receive and forward to the Owner a project manual containing written warranties, equipment manufacturer's operation and maintenance information, list of Subcontractors utilized on the project and related documents assembled by the Contractor or CMAR as required prior to submission of final payment requests.

# ARTICLE 3A: ADDITIONAL SERVICES

#### 3A.1 GENERAL

**3A.1.1** The services described in this Article 3A are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described

under Paragraphs 3A.2 and 3A.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3A.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3A.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligations to provide those services.

## 3A.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

- **3A.2.1** If more extensive representation at the site than is described in Paragraph 2.8.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.
- 3A.2.2 If requested by the Owner, the Architect shall provide a full time on-site construction representative who shall be qualified by training and experience to accomplish the duties and responsibilities as defined in AIA Document B352 as amended. The Architect's representative shall be replaced promptly and without protest at the request of the Owner, if in the opinion of the Owner, such representative is either negligent or unqualified to perform his duties. Compensation for full time on-site construction representative shall be as defined in Paragraph 9.2.1a.
- **3A.2.3** Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

## 3A.3 CONTINGENT ADDITIONAL SERVICES

- **3A.3.1** Making revisions in Drawings, Specifications or other documents when such revisions are:
  - .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
  - .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
  - .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.
- 3A.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5A.2.5.



- 3A.3.3 Providing services including preparing Drawings, Specifications and other documentation and supporting data in connection with Change Orders and Construction Change Directives shall be an Additional Service unless:
  - .1 the Change Orders or Construction Change Directives are due to errors, omissions or lack of coordination of the Architect's documents.
  - .2 the cumulative value of the Change Orders or Construction Change Directives is less than or equal to five percent (5%) of the total construction bids or Guaranteed Maximum Price in the event construction is through a Construction Manager.
- **3A.3.4** Revisions to Drawings, Specifications and other documentation due to more than two substitution requests by the Contractor(s) for any one submittal shall be an Additional Service.
- **3A.3.5** Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
- **3A.3.6** Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- 3A.3.7 Providing services in evaluating an extensive number of claims, requests for information, submittals or Change Orders submitted by the CM or Contractor or others in connection with the Work.
- **3A.3.8** Providing services in connection with a public hearing or legal proceeding except where the Architect is party thereto.
- **3A.3.9** Preparing documents for alternate separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, not provided in the Basic Services.

## 3A.4 OPTIONAL ADDITIONAL SERVICES

- 3A.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project, except as otherwise provided in Paragraph 2.2.
- **3A.4.2** Providing financial feasibility or other special studies.
- **3A.4.3** Providing planning surveys, site evaluations or comparative studies of prospective sites.
- **3A.4.4** Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3A.4.5 Providing services relative to future facilities, systems, and equipment.

- **3A.4.6** Providing services to investigate existing conditions or facilities or to make measured drawings thereof, except as otherwise provided in Paragraph 2.3.
- **3A.4.7** Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- 3A.4.8 Providing coordination of construction performed by separate contractors, by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- **3A.4.9** Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3A.4.10 Providing analysis of owning and operating costs.
- 3A.4.11 Providing services for planning tenant or rental spaces.
- **3A.4.12** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3A.4.13 The Architect shall witness start-up tests with the Owner and Contractor or CMAR for major building equipment as part of Basic Services. Additional assistance in the utilization of equipment or systems including testing, adjusting and balancing, commissioning, preparation of operation and maintenance manuals, except to the extent provided for in Article 2.8.20, training personnel for operation and maintenance, and consultation during operation shall be an Additional Service.
- 3A.4.14 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 120 days after the date of Substantial Completion of the Work unless provided for otherwise in this agreement.
- 3A.4.15 Providing services of consultants not otherwise provided for as a part of Basic Services.
- **3A.4.16** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
- 3A.4.17 Providing design services for LEED certification.

# ARTICLE 3: OWNER'S RESPONSIBILITIES shall be amended to include:

- 3.6 The Owner, in conjunction with the Architect, shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.
- 3.7 The Owner shall furnish the services of geotechnical engineers when such services are necessary to assist the Architect in the performance of his design services. Such services may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity

- tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- 3.8 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
- 3.9 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.
- 3.10 The services, information, surveys and reports required by Paragraphs 3.4 and 3.7 through 3.9 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
- 3.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

#### ARTICLE 5A: CONSTRUCTION COST

#### 5A.1 DEFINITION

- **5A.1.1** The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.
- 5A.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected, or specially provided for the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.
- 5A.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs which are the responsibility of the Owner as provided in Article 3.

## 5A.2 RESPONSIBILITY FOR CONSTRUCTION

5A.2.1 The Architect, as a design professional familiar with the construction industry shall evaluate the Owner's Project budget and shall prepare estimates of Construction Cost at the appropriate stages of Schematic Design, Design Development and Construction Document preparation as specified in the Agreement. Such estimates of Construction Cost represent the Architect's best judgment and it is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment,

over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

- 5A.2.2 The Architect shall take all necessary measures during the design phases to reasonably evaluate that the Project can be constructed within the Construction Cost. The Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternative bids to adjust the Construction Cost.
- 5A.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.
- **5A.2.4** If the Construction Cost (adjusted as provided in Subparagraph 5A.2.3) is exceeded by the lowest bonafide bid(s) or negotiated proposal, the Owner shall:
  - .1 give written approval of an increase in such Construction Cost;
  - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
  - .3 if the Project is abandoned, terminate in accordance with Paragraph 6.3; or
  - .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.
- 5A.2.5 If the Owner chooses to proceed under Clause 5A.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the Construction Cost.

# ARTICLE 8: PAYMENTS TO THE ARCHITECT shall be amended to include:

## 8.2 REIMBURSABLE EXPENSES

**8.2.7** Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

## 8.5 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

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

# 8.6 PAYMENTS WITHHELD

8.6.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to CMAR or Contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be legally liable.

#### **ARTICLE 9: BASIS OF COMPENSATION** shall be amended as follows:

## 9.1 BASIC COMPENSATION

- **9.1.1a** FOR BASIC SERVICES, as described in Article 2 of this AMENDMENT, compensation shall be a stipulated sum of \$989,750.00. The fee for basic services shall be equitably adjusted in the event the scope of the project is increased by more than 5 percent (5%) by the Owner.
- 9.1.2a Where compensation is based on a stipulated sum, progress payments for Basic Services in each phase shall total the following amounts of the total Basic Compensation payable:

Schematic Design Phase: \$148,460
Design Development Phase: \$197,950
Construction Documents Phase: \$376,110
Bidding or Negotiation Phase: \$19,790
Construction Phase: \$247,440

Total Basic Compensation:

\$989,750

# 9.2 COMPENSATION FOR ADDITIONAL SERVICES

**9.2.1a** FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3A.2, compensation shall be computed as follows:

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

**9.2.2** FOR ADDITIONAL SERVICES OF THE ARCHITECT, not described in Article 2 and requested by the OWNER, but excluding services of consultants, compensation shall be computed as follows:

Per Hourly Rate Schedule in Attachment "C" or stipulated sum to be agreed upon prior to performing said Additional Services.

**9.2.3** FOR ADDITIONAL SERVICES OF CONSULTANTS, a multiple of one and two-tenths (1.2) times the amounts billed to the Architect for such services.

## 9.3 REIMBURSABLE EXPENSES

**9.3.1** REIMBURSABLE EXPENSES, as described in Paragraph 8.2, in connection with the BASIC SERVICES provided under this AMENDMENT, shall not exceed \$25,000.00 without prior written authorization by the Owner and shall be billed at direct cost incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

## 9.4 ADDITIONAL PROVISIONS

9.4.1a IF THE BASIC SERVICES covered by this AMENDMENT have not been completed within twenty-seven (27) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Article 9.2.2.

# ARTICLE 10: OTHER CONDITIONS OR SERVICES shall be amended to include:

- Architect shall prepare Construction Documents that will be adequate and sufficient to accomplish the construction of the project by competent and responsible Contractors; and, further, that any review or approval of those Construction Documents by the Owner shall not be deemed to diminish the Architect's responsibilities.
- 10.6 The preparation of Specifications for furniture, fixtures and equipment (FF&E) to the extent that are desired by the Owner may be included as an Additional Service at a later date.
- 10.7 The following special consultants shall be retained by the Architect as a part of Basic Services:
  - .1 Cost Consultant
  - .2 Food Design Consultant
- 10.8 Professional services provided by the Architect and the Architect's Consultants under this Agreement necessarily require the active participation of the Owner. It is the Owner's responsibility to establish goals and objectives for the Project, to identify budgetary constraints, to identify key objectives of the Project, to identify budgetary constraints, and to make key decisions involving trade-offs between time or cost and quality and, in some cases, between time or cost and economic risk. To facilitate such decision making, the Architect shall make investigations, conduct evaluations, and present alternatives to the Owner within a standard of usual and customary professional care consistent with sound architectural practice and the scope of services provided for hereunder. Should the Owner desire more detailed investigations of alternatives, the Architect shall conduct such investigations, subject to the constraints of time and cost budgeted by the Owner for that purpose, as an Additional Service requiring prior Owner approval. Where such decisions are made by the Owner and savings in time or cost realized as a result, the savings accrue to the benefit of the Owner. At the same time, responsibility for the trade-offs involved must be assumed by the Owner. In recognition thereof and notwithstanding anything to the contrary contained herein, it is

understood and agreed that the Owner shall be solely responsible for the consequences of any adverse impact on quality and any and all economic risk attributable to any such decision.

THIS AMENDMENT entered into as of the day and year first written above. All the other terms and provisions of the agreement between the County of Cumberland and Moseley Architects dated November 15, 2010, shall remain in force and effect and as part of this amendment to that agreement.

	OWNER
	COUNTY OF CUMBERLAND
ATTEST:	BY:
•	KENNETH S. EDGE, Chairman
Marie Colgan, Clerk	Board of County Commissioners
Board of County Commissioners	
	ARCHITECT
	MOSELEY ARCHITECTS, PCAA
ATTEST:	BY:
	DANIEL R. MACE, AIA, Vice- President
Secretary	
·	
This instrument has been Pre-audited in the manner required by	Approved for Legal Sufficiency
the Local Government Budget and Fiscal Control Act.	COUNTY ATTORNEY'S OFFICE
AMY CANNON	( ) Renewable ( ) Nonrenewable
County Finance Officer	Expiration Date:

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

ITEM NO. .

10A

## **BOARD OF COMMISSIONERS**

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

June 14, 2011

# June 20, 2011 Agenda Item

TO:

**Board of Commissioners** 

FROM:

Candice H. White, Deputy Clerk to the Board (1)

SUBJECT:

Adult Care Home Community Advisory Committee

BACKGROUND: The Adult Care Home Community Advisory Committee has the following one (1) upcoming vacancy for an initial term on August 31, 2011:

Mary Dillon- completing initial term. Unable to serve an additional term.

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

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

**Attachments** 

pc: Andrea Wright-Valdez

Mid-Carolina Area Agency on Aging

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

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Mary Ann Ayars 804 Juniper Drive Fayetteville, NC 28304 426-9258/483-0191 #338	8/10	Initial	Aug/11 8/31/11	Yes
Toney Edwards (B/M) 3622 Clearwater Drive Fayetteville, NC 28311 822-4261/391-7910 (C)	04/09	1 <sup>st</sup>	Apr/12 4/30/12	Yes
Mary Ann Brown-Jackson 1959B James Hamner Way Fayetteville, NC 28311 822-1311/893-8151 x330 (W)	1/09	2 <sup>nd</sup>	Jan/12 1/31/12	No
Sandra Ebron (B/F) PO Box 65306 Fayetteville, NC 28306 424-3932/922-9446(C)	12/09	1st	Dec/12 12/31/12	Yes
Herma Jean Bradley (/F) 714 Topeka Street Fayetteville, NC 28301 822-3689	5/09	2 <sup>nd</sup>	June/12 6/30/12	No
Mexie Fields ( /F) 1815 Primrose Drive Fayetteville, NC 28301 488-8432	1/10	2nd	Jan/13 1/31/13	No
Yvonne Booth (B/F) 4568 Turquoise Road Fayetteville, NC 28311 488-7260	8/09	1st	Aug/12 8/31/12	Yes
Daniel Rodriguez (H/M) 2634 Franciscan Drive Fayetteville, NC 28306 425-2746/432-9701 (W)	5/10	1st	May/13 5/31/13	Yes
Mary Dillon 3209 McChoen Drive Fayetteville, NC 28301 822-2045	8/10	Initial	Aug/11 8/31/11	Yes

Adult Care Home Community Advisory Committee, page 2

	Date			Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
George W. Mitchell 6609 Abbey Lane Fayetteville, NC 28311 261-6951 (W)	4/10	1st	May/14 5/31/14	Yes
Wynella A. Myers 706 Sarazan Drive Fayetteville, NC 28303 822-5526/273-8483 (C)	6/10	2nd	Aug/13 8/31/13	No
Rasheedah Reid 4217 Edward E. Maynor Drive Hope Mills, NC 28348 703-1075	8/10	Initial	Aug/11 8/31/11	Yes
Ralph T. Cascasan (A/M) 910 Alexwood Drive Hope Mills, NC 28348-1695 425-9704/433-1039 (W)	7/10	1st	June/13 6/30/13	Yes
Alfonso Ferguson, Sr. 3329 Eastgate Street Eastover, NC 28312-9311 401-2313/483-9916 ext. 5551235	6/10 (W)	1st	Aug/13 8/31/13	Yes
Cassandra W. Haire (B/F) 515 Albany Street Fayetteville, NC 28301 728-0175	12/09	1st	Dec/12 12/31/12	Yes
Herman Dudley 613 York Road Fayetteville, NC 28303 864-3817(H)/286-6597(W)	4/11	Initial	Apr/12 4/30/12	Yes

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

MEETINGS: Quarterly: 3<sup>rd</sup> Thursday of the last month of each quarter (March, June, September, December) - 10:00 am - various adult care homes in Cumberland County

# APPLICANTS FOR ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
ANQUISET, ANEL S. (H/M) 1407 STANSFIELD DRIVE FAYETTEVILLE, NC 28303 482-0443	NONE LISTED	HS; AS
BRUNSON, FRANCES (B/F) 1308 DEEP CREEK ROAD FAYETTEVILLE, NC 28312 578-3825/671-5147 (W)	CASE MANAGER SOUTHEASTERN REGIONAL	LTC ASSISTED LIVING ADMIN. LICENSE, EMT
BURNETTE, MARIO (B/M) 1207 COLLEN DRIVE FAYETTEVILLE, NC 28304 587-4951	COLLECTIONS SUPERVISOR FRESENIUS MEDICAL	MA-BUSINESS ADMINISTRATION
CHAVIS, KAREN R. 2122 CALISTA CIRCLE FAYETTEVILLE, NC 28304 423-6590	RETIRED RN CFVHS	ASN
DOUGLAS, BRENDA 6109 GARDEN COURT FAYETTEVILLE, NC 28311 488-1663/677-2078 (W)	SOCIAL WORKER III DSS	ASSOC & BACHERLORS DEGREE
GARRISON, CYNTHIA 1887 SPIRALWOOD DRIVE FAYETTEVILLE, NC 28304 868-8981 (H)/321-0398 (W)/527-4673 (	CC SCHOOLS ASST PRINICPAL C)	BA, MA
GLADDEN, ELLEN (B/F) 3512 CLEARWATER FAYETTEVILLE, NC 28311 488-2659/483-4290	MANAGER PAYNE FUNERAL HOME	ВА
LEE, ANGELA (B/F) 2065 CORINNA STREET FAYETTEVILLE, NC 28301 587-7794/488-8477	QUALIFIED PROFESSIONAL SB PIERCE & ASSOC., INC.	BA, MS
MURCHISON, KARLENE 623 DEVOE AVENUE FAYETTEVILLE, NC 28314 868-2199 (H) / 920-5420 (W)	ACCOUNTING TECHNICIAN	HS, FSU
SOUTHERLAND, HARRY (B/M) 3191 BRADDY ROAD FAYETTEVILLE, NC 28306 978-9118	BUSINESS OWNER	BA-BUSINESS MGMT; JD

# ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE, PAGE 2

NAME/ADDRESS/TELEPHONE OCCUPATION

**EDUCATIONAL BACKGROUND** 

VINSON, LINDA 7494 ELKHORN DRIVE FAYETTEVILLE, NC 28314 309-7225/919-733-9733 EXT. 245 SOCIAL SVCS PROGRAM DIRECTOR

BS, MPA

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

ITEM NO.

10B

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

June 10, 2011

# June 20, 2011 Agenda Item

TO:

**Board of Commissioners** 

FROM:

Candice H. White, Deputy Clerk to the Board

SUBJECT:

Cumberland County Workforce Development Board

The Cumberland County Workforce Development Board will have one (1) vacancy on August 31, 2011 as follows:

<u>Economic Development Position</u> **Catherine Johnson** – completed first term. Eligible for reappointment.

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:

Amy Cannon, Deputy County Manager/Interim Director

Workforce Development

# APPLICANTS FOR WORKFORCE DEVELOPMENT BOARD

NAME/ADDDESS/DLIONE	OCCUPATION.	EDUCATIONAL
NAME/ADDRESS/PHONE	OCCUPATION	BACKGROUND
BARNARD, JEAN JEAN (W/F) 211 AZALEA BLUFF DRIVE FAYETTEVILLE, NC 28301 263-8320 (H) / (443) 454-5177 (W)	BUSINESS CONSULTANT COLLEGE INSTRUCTOR	BS, M.HR. BUSINESS LEADERSHIP CERTIFICATE
BRIGGS, BENITA Y. (B/F) 1639 RUDOLPH STREET FAYETTEVILLE, NC 28301 822-1154/672-1294	OFFICE ASSISTANT IV FSU	BA – HISTORY/SOCIOLOGY
DAVIS, JOSEPH B. 721 CARNEGIE DRIVE FAYETTEVILLE, NC 28311 488-4629 (H) / 797-1809 (W)	CONTRACTOR	HS; 2 YRS COLLEGE
GAINEY, CHERYL (W/F) 4685 VIRSALLI LOOPE HOPE MILLS, NC 28348 486-4351/672-1062 (W)	ACCTS PAYABLE, SUPERVISOR – FSU	MASTER OF DIVINITY
HERRING, TERRY (W/M) 212 FOUNTAINHEAD LANE #102 FAYETTEVILLE, NC 28301 717-1100/678-8358	FTCC-HEALTH DEPT CHAIRPERSON	BS; MA; MED
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
LAWSON, BURTON 118 JUDD STREET FAYETTEVILLE, NC 28305 723-2142/433-2161 (W) **SERVES ON A	CONSTRUCTION SUPERVISOR ANIMAL SERVICES BOARD**	HIGH SCHOOL
, ,		
McALLISTER, MEREDITH (B/F) 553 HOLLYBERRY LANE FAYETTEVILLE, NC 28314 867-8564/222-8751 (W)	CERTIFIED PERSONAL FINANCE COUNSELOR CONSUMER EDUCATION SERVICES, INC.	BUSINESS – UNC AT CHAPEL HILL
McCRAY, KENJUANA (B/F) 1625 CITATION COURT PARKTON, NC 28371 494-1352/678-9804	SOCIOLOGY INSTRUCTOR FTCC	AA, MS
McHENRY, WINTON G. (W/M) 3648 LAKESHORE DRIVE HOPE MILLS NC 28348 429-1101/308-3987 (C)	VP OPERATIONS MGT. ROLANDS DANCE STUDIO	BIBLE COLLEGE, AIR FORCE INSTITUTE OF TECHNOLOGY EMERGENCY RESPONSE MARKET DRIVEN MGT

#### CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD, PAGE 2

**EDUCATIONAL** 

# NAME/ADDRESS/PHONE

OCCUPATION

**BACKGROUND** 

MINOR, BISHOP JOHN 804 CEDAR CREEK ROAD FAYETTEVILLE, NC 28312 401-8550/438-0871 (W)

US ARMY RESERVE CHAPLAIN ASST/PASTOR **GED/MILITARY** 

MITCHELL, CARL E. 2704 COMPTON PLACE

VP HUMAN RESOURCES

MA IN MANAGEMENT

FTCC

FAYETTEVILLE, NC 28304 437-9909/678-8373

\*\*SERVES ON SENIOR CITIZENS ADVISORY COMMISSION\*\*

NEWCOMER, RANDALL (-/M) 109 CYPRESS LAKES CIRCLE HOPE MILLS, NC 28348 308-5432/424-1776 (W)

PROJECT MANAGER **BROCK CABINETS** 

**BA - BUSINESS** 

O'KELLEY, SHEILA 2325 GREYGOOSE LOOP FAYETTEVILLE, NC 28306 213-4161/364-5246

NONPROFIT DIRECTOR THE JEMS PROJECT INC

CALL CENTER AGENT

HS

PARKER, CLIFFORD A. (B/M) 1033 LAUREN MCNEILL LOOP APT. E FAYETTEVILLE, NC 28303

OA III - DSS

JUNIOR AT FSU

257-6439/677-2742

TATE, JOHN (B/M) 308 TUSON DRIVE NCDOT **ABERDEEN**  MA

FAYETTEVILLE, NC 28303 229-6341 (W)

WHITE, ROBERT L. (AA/M) 1956 KENMORE DRIVE FAYETTEVILLE, NC 28304 476-1387

RETIRED MILITARY

UNDERGRADUATE; MA

Graduate-County Citizens' Academy: NA

Graduate-Institute for Community Leadership: No

Graduate-Leadership Fayetteville: No

Graduate-other leadership academy: Military Academy

# CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD (FORMERLY, PRIVATE INDUSTRY COUNCIL)

# 3 Year Terms

	<u>Date</u>			Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
Private Sector: Alicia R. McLean (B/F) Fayetteville Kidney Center 5058 Summer Ridge Drive Fayetteville, NC 28303 487-0390/323-5288 (W)	9/08	1 <sup>st</sup>	Sept/11 9/30/11	Yes
Gwen Holloman (B/F) VA Hospital 721 Edgehill Road Fayetteville, NC 28314 868-1691/261-7813 (C)	9/08	1 <sup>st</sup>	Sept/11 09/30/11	Yes
Loleta L. Wilkerson (/F) Navy Federal Credit Union 2606 Bragg Blvd., Suite 320 Fayetteville, NC 28303-4144 481-7800 (W) / 481-1057 (C)	10/08	2 <sup>nd</sup> ·	Oct/11 10/31/11	No
Rosie G. McMillan (B/F) FSU 1972 Culpepper Lane Fayetteville, NC 28304 864-0158/671-1105 (W)	9/08	1 <sup>st</sup>	Sept/11 09/30/11	Yes
Brad Loase (W/M) 815 Stamper Road Fayetteville, NC 28303 583-3682/437-5959 (W)	2/10	2nd	Feb/13 2/28/13	No
Michael Karaman (W/M) 4424 Bragg Blvd. # 101 Fayetteville, NC 28303 860-1000	2/10	2nd	Feb/13 2/28/13	No
Linda Hoppmann (W/F) 515 Person Streeet Fayetteville, NC 28301 (serving 826-4939/483-5016 (W)	4/09 g unexpired term)	1 <sup>st</sup>	Nov/11 11/30/11	Yes
Dina Simcox (W/F) 421 Foxwood Drive Hope Mills, NC 28348-9110 717-2448/868-7668 (W)	5/11	2nd	Apr/14 4/30/14	No

Cumberland County Workforce Development Board, page 2

Cumberland County Workforce De	-	ard, page 2		7011 11 1 TO
NT /A 11	Date	m	T7 •	Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
Sara Jean Hicks (W/F) Aberdeen & Rockfish Railroad 655 Winslow Street Fayetteville, NC 28306 417-9072/483-8309 (W)	2/09	1 <sup>st</sup>	Feb/12 2/28/12	Yes
Charles A. Richter (/M) Piedmont Natural Gas 1069 Wilkes Road Fayetteville, NC 28306 321-2982 (W) / 308-1168 (C)	10/08	2 <sup>nd</sup>	Oct/11 10/31/11	No
Hubert Owens (B/M) 4836 Durango Court Fayetteville, NC 28304 339-9592/(719)433-9684/977-5270	6/09 ) (C)	1 <sup>st</sup>	June/12 6/30/12	Yes
John Davidson (W/M) Carco Group, Inc. 674 Glenda Street Fayetteville, NC 28311 482-4338/308-3255	6/09	2nd	June/12 6/30/12	No
Public Sector: Social Services Representative: Richard Everett (W/M) Dept. of Social Services 408 Mirror Lake Drive Fayetteville, NC 28303 484-0432/677-2360 (W)	9/08	1 <sup>st</sup>	Sept/11 9/30/11	Yes
Rehabilitation: Ellen Morales (/F) North Carolina Department of Hum Division of Vocational Rehabilitati 1200 Fairmont Court Fayetteville, NC 28304		(unlimited term - re	eplaced by state	agency)
Community Based Organization: Esther Acker (W/F) 301 Coolee Circle Fayetteville, NC 28311 488-1402/323-3192 x32 (W)	9/08	1 <sup>st</sup>	Sept/11 9/30/11	Yes

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Sara Hemingway (W/F) Communicare, Inc. 711B Executive Place Fayetteville, NC 28305 829-9017	2/09	1 <sup>st</sup>	Feb/12 2/28/12	Yes
J. Carl Manning (B/M) Kingdom CDC PO Box 1402 Fayetteville, NC 28302 630-1000/484-2722	5/11	2nd	May/14 5/31/14	No
Economic Development: Catherine Johnson (W/F) FCCCC 524 Deerpath Drive Fayetteville, NC 28311 822-4809/484-4242 x247 (W)	8/08	1 <sup>st</sup>	Aug/11 8/31/11	Yes
Employment Service: Josephus Thompson (Interim) Employment Security Comm. 414 Ray Avenue Fayetteville, NC 28301 486-1010	11/10	(unlimited term - re	eplaced by state	agency)
Labor: Joseph M. Smith (W/M) Goodyear 6005 Louden Circle Hope Mills, NC 28348 424-6238/488-9295 x321 (W)/578-	9/08 9933 (C)	1 <sup>st</sup>	Sept/11 9/30/11	Yes
Education: Dr. Joe Mullis, (/M) FTCC PO Box 35236 Fayetteville, NC 28303	7/10	2nd	Aug/13 8/31/13	No
Emily Dickens (-/F) Fayetteville State University 1200 Murchison Road Fayetteville, NC 28301 486-1141	11/08	1 <sup>st</sup>	Nov/11 11/30/11	Yes

# Cumberland County Workforce Development Board, page 4

	<u>Date</u>			Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
County Representative:				
Amy Cannon Deputy County Manager	02/11	N/A	N/A	N/A
P. O. Box 1829				
Fayetteville, NC 28302				
678-7726				

Contact: Amy Cannon, Deputy County Manager, Interim Director, 678-7740 (Lorria Troy fax # 323-5755)

Regular Meetings:  $2^{nd}$  Tuesday, every other month beginning in January, 12:00 PM, Job Link Career Center, 410 Ray Avenue

(Name Changed to Cumberland County Workforce Development Board, November, 1995)

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

ITEM NO. \_\_\_\_/

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

June 15, 2011

# June 20, 2011 Agenda Item

TO:

**Board of Commissioners** 

FROM:

Candice H. White, Deputy Clerk to the Board &

SUBJECT: Cumberland County Criminal Justice Partnership Advisory Board

BACKGROUND: At their meeting on June 6, 2011, the Board of Commissioners appointed Sharon Wright Hucks to the Criminal Justice Partnership Advisory Board in the position of Victim Services Programs Representative. Since that appointment, information has been received that Ms. Hucks will be retiring effective June 30, 2011. As a result of Ms. Hucks retirement, the Criminal Justice Partnership Advisory Board has one (1) upcoming vacancy on June 30, 2011. Recommendation is for Diane Shelton who will be assuming the position in the District Attorney's office previously held by Ms. Hucks.

# Victim Services Programs Representative

Sharon Wright Hucks - completing fourth term. Unable to accept reappointment. Recommendation is for **Diane Shelton.** (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: Elizabeth Keever, Chief District Court Judge Callie Gardner, Day Reporting Center Director

Celebrating Our Past...Embracing Our Future

# **MEMORANDUM**

TO:

Candice H. White

FROM:

Callie Gardner, Director

DATE:

June 14, 2011

SUBJECT:

Criminal Justice Partnership Advisory Board

Please be advised Sharon Wright Hucks will be retiring effective June 30, 2011, therefore will not be serving on the Criminal Justice Partnership Advisory Board in the position of Victim Services Programs Representative. Diane Shelton has been recommended to replace her as she will be assuming the position previously held by Sharon Wright Hucks.

# CRIMINAL JUSTICE PARTNERSHIP ADVISORY BOARD

3-year terms

(According to the Rules of Procedure adopted on August 17, 2009 by the Cumberland County Board of Commissioners, no citizen may serve more than two consecutive terms on any board or committee and must be off at least one year before returning to the board or committee. The Board of Commissioners reserves the right to waive this requirement, based on special circumstances.

According to NCGS § 143B-273.10, members of County Criminal Justice Partnership Advisory Boards may be reappointed without limitation. Members appointed by virtue of their office serve only while holding the office or position held at the time of appointment.)

	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Probation Officer Sharon T. Phillips, JDM Div. of Community Correction	9/10	1st	June/11 6/30/11	Yes
412-A W. Russell Street Fayetteville, NC 28301 (serving 486-1161(W)	g unexpired term; eligi	ible for two add	ditional three-y	ear terms)
Superior Court Judge (Representative Gregory A. Weeks Cumberland County Courthouse 117 Dick Street Fayetteville, NC 28301	e) 6/10	1 <sup>st</sup>	June/13 6/30/13	Yes
District Court Judge Beth Keever (W/F) Cumberland County Courthouse 117 Dick Street Fay., NC 28301 678-2901(W)	6/09	6 <sup>th</sup>	June/12 6/30/12	No
Police Chief or Designee Captain Lars Paul Fayetteville Police Department 467 Hay Street Fay., NC 28301 433-1861	11/10	1 <sup>st</sup>	Nov/13 11/30/13	Yes
Sheriff or Designee Major John McRainey Cumberland County Sheriff's Office Law Enforcement Center 131 Dick Street Fay., NC 28301 323-1500(W)	6/08	4 <sup>th</sup>	June/11 6/30/11	No

# CRIMINAL JUSTICE PARTNERSHIP ADVISORY BOARD PG. 2

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Community-Based Corrections Sue Horne (/F) Fayetteville Area Sentencing 310 Green Street, Suite 110 Fay., NC 28301 323-5852	s Programs Representati 4/09	<u>ve</u> 2 <sup>nd</sup>	April/12 4/30/12	No
District Attorney (Representat William R. West, Jr. (W/M) Cumberland County Courthou 117 Dick Street Fay., NC 28301 678-2915(W)	6/10	1st	June/13 6/30/13	Yes
Victim Services Programs Rep Sharon Wright Hucks (B/F) Cumberland County District A Cumberland County Courthou Fay., NC 28301 678-2915(W)	6/08 Attorney's Office	4 <sup>th</sup>	June/11 6/30/11	No
At-Large Leesa Jensen (W/F) 719 Ashfield Drive Fay., NC 28311 630-0253/433-1695(W)	6/10	2nd	June/13 6/30/13	No
Beverly R. Hill 1875 Frankie Avenue Fay., NC 28304 425-9472/919-733-4340 (W)	6/10	1st	June/13 6/30/13	Yes
Edgar F. Merritt 1506 Boros Drive Fay., NC 28303 822-2976	6/10	1st	June/13 6/30/13	Yes
Kristin Jones Continuing Education 2201 Hull Road Fayetteville, NC 28301 678-8351	9/10 (serving unexpired term	1st n; eligible for or	June/12 6/30/12 ne additional thre	Yes e-year term)

# CRIMINAL JUSTICE PARTNERSHIP ADVISORY BOARD PG. 3

<u>Date</u>

	<u> </u>	Eligible For		
Name/Address	Appointed	Term	Expires	Reappointment
At-Large Kraig Brown (B/M) 2909 Wycliffe Court Fay., NC 28306 964-0503/424-7678 (W)	6/10	2nd	June/13 6/30/13	No
Terresa Rogers 313 Hamilton Street Fay., NC 28301 822-4289/488-2120 ext 7494 (W)	8/09	1st	August/12 8/31/12	Yes
Public Defender Ron McSwain (W/M) Cumberland County Courthouse, St 117 Dick Street Fay., NC 28301 678-2918(W)	6/10 uite 307	6th	June/13 6/30/13	No
County Commissioner Marshall Faircloth (W/M) P.O. Box 1829 Fay., NC 28302 678-7771(W)	6/10	1 <sup>st</sup>	June/13 6/30/13	Yes
Substance Abuse Service Represent James Miller (W/M) 6674 Sim Cannady Road Hope Mills, NC 28348 321-6793 Criminal Defense Attorney	6/08	5 <sup>th</sup>	June/11 6/30/11	No
David Delaney 325 Green Street Fay., NC 28301 484-9696 (W)	6/10	2nd	June/13 6/30/13	No

# CRIMINAL JUSTICE PARTNERSHIP ADVISORY BOARD PG. 4

	<u>Date</u>			Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
County Manager or Designee Amy Cannon, Deputy County Mgr. P.O. Box 1829 Fayetteville, NC 28302 678-7723(W)	02/11	N/A	N/A	N/A

NOTE: Second position for a <u>Probation Officer/Assistant JDM</u> not filled in 2010 upon retirement of individual holding that position; there is no requirement in the bylaws for two positions; position classification also changed to <u>Probation Officer</u> as bylaws only suggest that a probation officer be included in the membership.

Meetings: 2nd Tuesday of the last month of each quarter (March, June, September, December) - 5:30

PM, Cumberland County Day Reporting Center, 412 W. Russell Street, Fayetteville, NC

28301-5548

Contact: Callie Gardner, Director of Day Reporting Center (or Lisa Greeno) Phone 323-6126;

Fax 323-6133

# APPLICANTS FOR CRIMINAL JUSTICE PARTNERSHIP ADVISORY BOARD

NAME/ADDRESS/TELEPHONE  CAPPELLA, DENISE O. (W/F) 4311 DRAUGHON ROAD EASTOVER, NC 28312-8488 485-8147		OCCUPATION	EDUCATIONAL BACKGROUND	
		RETIRED	COLLEGE GRADUATE	
	CARAMANNO, DELL (_/F) 5578 QUIETWOOD PLACE FAYETTEVILLE, NC 28304	RETIRED	HS, SOME COLLEGE	
	423-2622	**SERVES ON ANIMAL SERVICES BOARD**		
	CARVER, JAMIE R. 5807 SPREADING BRANCH ROAD HOPE MILLS, NC 28348 263-8364/643-4626 (W)	FT. BRAGG CRIMINAL INVESTIGATION DIVISION	BS	
	DAY, MATT A. (_/M) 3017 E BRINKLEY DRIVE SPRING LAKE, NC 28390 436-8545	FTCC	GED; SOME COLLEGE	
	DEES, JULIE ANNETTE (W/F) 5630 WALKING TRAIL WAY HOPE MILLS, NC 28348 476-9418/484-9031	ASST PRINCIPAL CUMBERLAND CO SCHOOLS	BS; MS; PHD	
	GIBBS, GERALD B. (W/M) 6078 LEXINGTON DRIVE HOPE MILLS, NC 28348 425-3915 (H)	MEDICALLY RETIRED NAVAL AIR TRAFFIC CONTROLLER LAW STUDENT	BSL JURISPRUDENCE	
	MITCHELL, CLIFFORD (-/M) 641 JOHNSON STREET FAYETTEVILLE NC 28303-3618 920-3153	UNEMPLOYED	TECHNICAL-VARIED	
	OGLESBY, MICHAEL A. (B/M) 915 ROCHESTER DRIVE FAYETTEVILLE, NC 28305 476-8276 (H)	SECURITY	BS-CRIMINAL JUSTICE	
	RAY, KARSTEN J. (-/M) 5249 SUNDOWN DRIVE FAYETTEVILLE, NC 28303 487-6347/366-6935 (W)	GOV'T CONTRACTOR PROPERTY MGT	BS – CRIMINAL JUSTICE AA – PARALEGAL STUDIES	

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**

ITEM NO.

10)

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

June 10, 2011

# June 20, 2011 Agenda Item

TO:

**Board of Commissioners** 

FROM:

Candice H. White, Deputy Clerk to the Board (w)

SUBJECT:

Cumberland County Home and Community Care Block Grant Committee

The Cumberland County Home and Community Care Block Grant Committee has the following (1) vacancy.

Aging Service Provider Positions

Judy Dawkins – completed second term. Not eligible for reappointment.

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

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

**Attachments** 

pc: Glenda Dye, Mid-Carolina Area Agency on Aging

# CUMBERLAND COUNTY HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE (PLANNING COMMITTEE FOR AGING SERVICES) 4 Year Term

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Older Consumer Elma Jorgensen 2321 Colgate Drive Fayetteville, NC 28305	12/10	2nd	Dec/14 12/31/14	No
Glenn Draughon 5521 Winners Circle Hope Mills, NC 28348 424-5425	12/10	1st	Dec/14 12/31/14	Yes
Mary Mack 5471 Maplewood Fayetteville, NC 28314 867-9533	4/08	1 <sup>st</sup>	April/12 4/30/12	Yes
Edwin Deaver P.O. Box 127 Hope Mills, NC 28348	5/10	2nd	May/14 5/31/14	No
Deborah J. Atkinson (B/F) 217 Andover Road Fayetteville, NC 28311 822-5441/494-1288 (C)	5/09	1 <sup>st</sup>	May/13 5/31/13	Yes
Barbara Marshall (B/F) 7640 Wilkins Drive Fayetteville, NC 28311 488-2615/977-2303 (C)	4/08	1 <sup>st</sup>	Apr/12 4/30/12	Yes
Ethel Hennessee 647 Edgehill Road Fayetteville, NC 28314 867-8910	12/07 (serving first full term)	1 <sup>st</sup>	Dec/11 12/31/11	Yes
Annie R. Hasan 1340 McArthur Road Fayetteville, NC 28311 630-0688/482-3513 (W)	2/08	1 <sup>st</sup>	Feb/12 2/28/12	Yes

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Aging Service Provider Karin Simkin Department of Social Services PO Box 2429 Fayetteville, NC 28302-2429	4/09	2 <sup>nd</sup>	April/13 4/30/13	No
Rosa Crowe PO Box 64526 Fayetteville, NC 28306 424-2993	4/09	2 <sup>nd</sup>	April/13 4/30/13	No
Mary Brymer Fayetteville-Cumberland Senior Co 739 Blue Street Fayetteville, NC 28301	4/09 enter	1 <sup>st</sup>	April/13 4/30/13	Yes
Toney McCray Bethel Adult Day Health Care 1065 Progress Street Fayetteville, NC 28306 484-8727	12/07	2 <sup>nd</sup>	Dec/11 12/31/11	No
Catherine VanSickle CCCCOA, INC. 339 Devers Street Fayetteville, NC 28303 484-0111	12/09	1 <sup>st</sup>	Dec/13 12/31/13	No
Tina Dicke Legal Aid of NC PO Box 1268 Fayetteville, NC 28302	4/09	2 <sup>nd</sup>	April/13 4/30/13	No
Judy Dawkins RSVP 739 Blue Street Fayetteville, NC 28301 433-1136	1/07	2 <sup>nd</sup>	Dec/10 12/31/10	No
Doris Snider Spring Lake Senior Enrichment Cer 301 Ruth Street Spring Lake, NC 28390	12/10 nter	1st	Dec/14 12/31/14	Yes

# Home and Community Care Block Grant Committee, page 3

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Aging Service Provider				
Kristine Wagner (W/F) 130 Gillespie Street Fayetteville, NC 28301 436-0340/678-7624 (W)	12/10	2nd	Dec/14 12/31/14	No
Civic Representative Crystal McNair United Way of Cumberland Co. PO Box 303 Fayetteville, NC 28302-0303	11/07	2 <sup>nd</sup>	Nov/11 11/30/11	No
Elected Official Richard Higgins Town of Spring Lake 1309 Mack Street Spring Lake, NC 28390 497-1027	12/10	2nd	Dec/14 12/31/14	No
County Representative Amy Cannon Deputy County Manager PO Box 1829 Fayetteville, NC 28302-1829	02/11	NA	NA	NA

Meets the 3rd Thursday of January, April, August and November at 2:00 PM at various service providers within Cumberland County

Contact: Glenda Dye - 323-4191 x22 - Fax 323-9330 - gdye@mccog.org

# APPLICANTS FOR HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE

**EDUCATIONAL** NAME/ADDRESS/PHONE **OCCUPATION BACKGROUND** FLEMING JR., DR REV JOE (B/M) CHURCH PASTOR SOME COLLEGE 7235 RYAN STREET FAYETTEVILLE, NC 28304 HAIRE, CASSANDRA W. (B/F) SELF EMPLOYED **PURSUING MBA** 515 ALBANY STREET FAYETTEVILLE, NC 28301 \*\*SERVES ON THE ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE\*\* 728-0175 LOWE, CHERYL (W/F) DISPATCHER **NONE LISTED** 6554 ALAMANCE ROAD METHODIST UNIVERSITY HOPE MILLS, NC 28348 366-7506/630-7267 (W) Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: No Graduate-Leadership Favetteville: No Graduate-other leadership academy: No O'KELLEY, SHEILA NONPROFIT DIRECTOR HS 2325 GREYGOOSE LOOP THE JEMS PROJECT INC FAYETTEVILLE, NC 28306 213-4161/364-5246 ROGERS, TERRESA RN-VA MEDICAL CENTER COLLEGE 313 HAMILTON STREET GRADUATE FAYETTEVILLE, NC 28301 822-4289 / 488-2120 ext. 7494 (W) \*\*SERVES ON CRIMINAL JUSTICE PARTNERSHIP ADVISORY BOARD\*\* WILSON, SHELIA (B/F) PRINCIPAL BA-PSYCHOLOGY 1839 BRAWLEY AVENUE **NEW LIFE CHRISTIAN** MA-EDUCATIONAL FAYETTEVILLE, NC 28314 ACADEMY **LEADERSHIP** 764-0638/551-4708 (W) Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-other leadership academy: No WIRE, DONALD RICHARD (W/M) RETIRED COLLEGE DEAN BS; MA; PhD 540 NOTTINGHAM DRIVE AND INSTRUCTOR-RED FAYETTEVILLE, NC 28311 **CROSS VOLUNTEER** 717-0769 (H) Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: Yes

Graduate-Leadership Fayetteville: No Graduate-other leadership academy: No

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

June 10, 2011

# June 20, 2011 Agenda Item

TO:

**Board of Commissioners** 

FROM:

Candice H. White, Deputy Clerk to the Board www

SUBJECT:

Parks and Recreation Advisory Commission

BACKGROUND: At their June 6, 2011 meeting, the Board of Commissioners' deferred nominations to the Park and Recreation Advisory Board to their June 20, 2011 meeting.

The Parks and Recreation Advisory Commission has four (4) vacancies due to the June 30, 2011 term expirations of the members indicated below. Request of the Parks and Recreation Advisory Commission is to extend the terms of these members for another year. (See attachments.)

Tom Cain - completing second term. Not eligible for reappointment.

John Goetke – completing second term. Not eligible for reappointment.

J. D. Pone, Sr. – completing second term. Not eligible for reappointment.

Dean H. Smelcer, Jr. - completing second term. Not eligible for reappointment.

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

PROPOSED ACTION: Nominate individuals to fill the four (4) vacancies above.

**Attachments** 

pc: Michael Gibson, Parks and Recreation Director City of Fayetteville

Celebrating Our Past...Embracing Our Future



May 25, 2011

# Memorandum

Ta:

Candice White, Deputy Clerk to the Board

Cumberland County Board of Commissioners

From:

Michael Gibson, Fayetteville-Cumberland

Parks and Recreation Director

Subject:

**Extending FCPR Advisory Member Terms** 

On May 24, 2011, the Fayetteville-Cumberland Parks and Recreation Advisory Commission voted unanimously to extend the term for another year to the following members:

J. D. Pone Harold Smelcer John Goetke Tom Cain

### **Candice White**

From: Marshall Faircloth

**Sent:** Tuesday, May 24, 2011 9:39 AM

To: Commissioners

Cc: James Martin; Marie Colgan

Subject: Parks and Rec request

#### Colleagues,

As you remember, at a recent CC meeting, FCCP&R director Michael Gibson was asked to continue fine-tuning the Rec Board's comprehensive parks plan that may be the object of a bond referendum at an uncertain future date.

In connection therewith, the Rec Board is holding a special meeting tonight to discuss holding-over certain County appointees whose terms are expiring in June. The belief is that the loss of Chairman J. D. Pone, Vice-chairman Harold Smelcer, and members John Goetge and Tom Cain would severely hamper the above effort. In view of the fact that there has been so much turnover due to terms expiring (both city and county appointees), I concur with this assessment.

Accordingly, if the Rec Board votes to make this request of us, it will appear on our agenda for the June 6 meeting. As liaison to this board, I favor granting this request. Otherwise, we need to give careful thought to their replacements, since there will suddenly be no one on that board with experience prior to 2009.

Thank you for your time and consideration.

Sincerely,

Marshall Faircloth

# PARKS AND RECREATION ADVISORY BOARD

3 Year Terms (Terms were initially 2 and 3 years)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Tom Cain (C/M) 2786 Baywood Road Fayetteville, NC 28312 630-3970	6/08	2 <sup>nd</sup>	June/11 6/30/11	No
Henry J. Bowden (W/M) 1470 Dunn Road Fayetteville, NC 28312 433-5671/483-5117 (W)	6/10	1st	June/13 6/30/13	Yes
Elvin McNeill (B/M) 3484 Thorndike Drive Fayetteville, NC 28304 423-7027	6/10	1st	June/13 6/30/13	Yes
Marsha Fogle (W/F) PO Box 278 Stedman, NC 28391 483-9579	6/10	1st	June/13 6/30/13	Yes
John Goetke ( /M) 2120 Bainbridge Road Stedman, NC 28391 484-4074/891-2238(W)	6/08	2 <sup>nd</sup>	June/11 6/30/11	No
John D. Pone, Sr. (B/M) 2802 Blossom Road Hope Mills, NC 28348 323-0007/483-4043 & 484-3717(W)	6/08	2 <sup>nd</sup>	June/11 6/30/11	No
Dean H. Smelcer, Jr. (W/M) 3209 Boone Trail Fayetteville, NC 28306 424-3423/425-1769(W)	6/08	2 <sup>nd</sup>	June/11 6/30/11	No

Commissioner Liaison: Commissioner Marshall Faircloth

Meetings: 1st Tuesday of every month at 5:45 PM – Parks and Recreation Admin Bldg. 121 Lamon Street Contact: Michael Gibson/Adrianna Thomas, City of Fayetteville, Phone 433-1547, Fax 433-1762

# APPLICANTS FOR PARKS AND RECREATION ADVISORY BOARD

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
BARNARD, STEVEN (W/M) 211 AZALEA BLUFF DRIVE FAYETTEVILLE, NC 28301 264-8320 (H) / 454-5177 (W)	MILITARY CIVIL AFFAIRS	BS, M.ED.
BUSH-McMANUS, PATRICIA (B/F) 3472 THORNDIKE DRIVE FAYETTEVILLE; NC 28311 488-1314/484-6839 (W)	SITE DIRECTOR – TROY UNIVERSITY/FAYETTEVILLE	DOCTORAL STUDENT
CANNON, DR WILLIAM E. (W/M) 1705 PUGH STREET FAYETTEVILLE, NC28305 483-4830	RETIRED CIVIL SERVICE	MASTERS, PHD BUSINESS LEADERSHIP SUPERVISION
DECOSTA, JOSEPH M (W/M) 7016 MARINERS LANDING DRIVE FAYETTEVILLE, NC 28306 486-9686/286-9686	US MILITARY AIRDROP SYSTEMS TECHNICIAN	MILITARY LEADERSHIP SCHOOLS
DEES, JULIE ANNETTE 5630 WALKING TRAIL WAY HOPE MILLS, NC 28348 476-9418/484-9031	ASST PRINCIPAL CUMBERLAND CO SCHOOLS	BS; MS; PHD
DONALDSON, ED (W/M) 4606 HOE COURT FAYETTEVILLE, NC 28314 484-3640 **SERVES ON E	RETIRED JUDGE	LAW DEGREE POLITICAL SCIENCE
DRAUGHON, GLENN 5521 WINNERS CIRCLE HOPE MILLS, NC 28348 424-5425 **SERVES ON HOME AN	RETIRED TEACHER  ID COMMUNITY CARE BLOCK GR	MS PHYSICAL ED
FAIRLEY, ROLAND A., SR (B/M) 219 MURRAY FORK DRIVE FAYETTEVILLE, NC 28314 764-1598/678-2016	ASSESSMENT CLERK	HS, SOME COLLEGE
FLEMING JR., DR REV JOE (B/M) 7235 RYAN STREET FAYETTEVILLE, NC 28304 339-5649	CHURCH PASTOR	SOME COLLEGE
FRAZEE, JASON (W/M) 512 STANDINGSTONE DRIVE FAYETTEVILLE, NC 28311 868-9191/423-2312 (W)	SOCIAL WORKER CUMBERLAND COUNTY SCHOOLS	UNC-P GRADUATE SOCIAL WORK

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
GIBBS, GERALD B. (W/M) 6078 LEXINGTON DRIVE HOPE MILLS, NC 28348 425-3915 (H)	MEDICALLY RETIRED NAVAL AIR TRAFFIC CONTR LAW STUDENT	
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
LODHI, MUHAMMAD A. (A/M) 2008 ASHRIDGE DRIVE FAYETTEVILLE, NC 28304 401-2137/672-1658 (W) **SERVES ON	ASSOCIATES PROF. FSU HUMAN RELATIONS COMMISSIO	DOCTORATE – PLANT BREEDING & MOLECULAR GENETICS N**
LOWE, CLABON RODDELL (B/M) 512 KENTWELL COURT	US ARMY	AA
FAYETTEVILLE, NC 28303 864-7145/309-6857 **SERVES ON F	HUMAN RELATIONS COMMISSION	<b>\</b> **
McCOLLUM, DEMETRIUS (-/M) 1222 NORTH STREET FAYETTEVILLE, NC 28301 568-3209/978-0237	DISABLED	HS; SOME COLLEGE
MUNZO, ALBERT R. ( /M) 7208 MONTORO FAYETTEVILLE, NC 28314 714-398-1657	RETIRED MILITARY	ВА
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
PARKER, CLIFFORD A. (B/M) 1033 LAUREN MCNEILL LOOP APT. E FAYETTEVILLE, NC 28303 257-6439/677-2742	CALL CENTER AGENT OA III - DSS	JUNIOR AT FSU
SMITH, JAMES ROBERT "BOB" 110 CALRENDON STREET #612	CONSULTANT-PREFERRED PERSONAL SPECIALIST	BS, MBA
FAYETTEVILLE, NC 28305 423-6400 (W) **SERVES ON T	HE CIVIC CENTER COMMISSION*	*
SORCE, JOSEPH F. (W/M) 3839 MARKSBURY DRIVE APT. 303 FAYETTEVILLE, NC 27314 495-5265/483-8288	TEACHER CUMBERLAND COUNTY SCHOOLS	BS; MS
STEWART, JAMESON C. (W/M) 3533 GODWIN CIRCLE FAYETTEVILLE, NC 28312 874-5930/678-9897 (W)	SENIOR AUDIO VISUAL TECH – FTCC	AAA – ELECTRONICS ENG.

# PARKS & RECREATION ADVISORY BOARD, PAGE 3

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
TOLER, RAYMOND A. (-/M) 3501 CEDAR HILL DRIVE FAYETTEVILLE, NC 28312 527-0507 (H) / 484-7840 (W)	LOCKSMITH	COLLEGE
WEBB, BERNARD (_/M) 2674 RIVERCLIFF ROAD FAYETTEVILLE, NC 28301 630-3282/336-500-1938 (C)	GSO LETTER CARRIER US POSTAL SERVICE	BS; MS
WILLIAMS, SANDRA G. (AA/F) 2775 BAYWOOD ROAD EASTOVER, NC 28312 433-2673/672-2042 (W)	DIR OF ACADEMIC BUDGETING - FSU	BA-BUSINESS ADMIN
WILLIAMS, TERRY (B/_) 674 BAYWOOD ROAD FAYETTEVILLE, NC 28312 435-0960	DISABLED VETERAN	BS
WRIGHT, ROGER "BRYAN" 2212 WESTHAVEN DRIVE FAYETTEVILLE, NC 28303 920-3354/339-2494 (W) **SERVES ON	MORTGAGE LENDER  N HUMAN RELATIONS COMMISSIO	COLLEGE
YEPEZ, JOSE ( /M) 3900 FOSTER DRIVE FAYETTEVILLE, NC 28311 488-4423/728-8660	RETIRED	BS-BUSINESS AS-PUBLIC ADMIN

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

ITEM NO. \_ **BOARD OF COMMISSIONERS** 

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

June 14, 2011

# June 20, 2011 Agenda Item

TO:

**Board of Commissioners** 

FROM:

Candice H. White, Deputy Clerk to the Board Common Candice H. White, Deputy Clerk to the Board Common Candice H. White, Deputy Clerk to the Board Common Candice H. White, Deputy Clerk to the Board Common Candice H. White, Deputy Clerk to the Board Common Candice H. White, Deputy Clerk to the Board Common Candice H. White, Deputy Clerk to the Board Common Candice H. White, Deputy Clerk to the Board Common Candice H. White, Deputy Clerk to the Board Common Candice H. White, Deputy Clerk to the Board Common Candice H. White, Deputy Clerk to the Board Common Candice H. White, Deputy Clerk to the Board Common Candice H. White, Deputy Clerk to the Board Common Candice H. White, Deputy Clerk to the Board Common Candice H. White, Deputy Clerk to the Board Common Candice H. White, Deputy Clerk to the Board Candice H. White Candice

SUBJECT: Adult Care Home Community Advisory Committee

BACKGROUND: On June 2, 2011, the Board of Commissioners made nominations to fill three (3) upcoming vacancies on the Adult Care Home Community Advisory Committee. Since that meeting, it has been learned that Mary Dillon, one of the nominees, is unable to serve another term. The Board of Commissioners have the remaining nominees as indicated below to fill two (2) of the three upcoming vacancies on the Adult Care Home Community Advisory Committee:

Mary Ann Ayars (reappointment)

Rasheedah Reid (reappointment)

I have attached the current membership list for this committee.

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

Attachment

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

Celebrating Our Past...Embracing Our Future

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

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Mary Ann Ayars 804 Juniper Drive Fayetteville, NC 28304 426-9258/483-0191 #338	8/10	Initial	Aug/11 8/31/11	Yes
Toney Edwards (B/M) 3622 Clearwater Drive Fayetteville, NC 28311 822-4261/391-7910 (C)	04/09	1 <sup>st</sup>	Apr/12 4/30/12	Yes
Mary Ann Brown-Jackson 1959B James Hamner Way Fayetteville, NC 28311 822-1311/893-8151 x330 (W)	1/09	2 <sup>nd</sup>	Jan/12 1/31/12	No
Sandra Ebron (B/F) PO Box 65306 Fayetteville, NC 28306 424-3932/922-9446(C)	12/09	1st	Dec/12 12/31/12	Yes
Herma Jean Bradley ( /F) 714 Topeka Street Fayetteville, NC 28301 822-3689	5/09	$2^{\mathrm{nd}}$	June/12 6/30/12	No
Mexie Fields ( /F) 1815 Primrose Drive Fayetteville, NC 28301 488-8432	1/10	2nd	Jan/13 1/31/13	No
Yvonne Booth (B/F) 4568 Turquoise Road Fayetteville, NC 28311 488-7260	8/09	1st	Aug/12 8/31/12	Yes
Daniel Rodriguez (H/M) 2634 Franciscan Drive Fayetteville, NC 28306 425-2746/432-9701 (W)	5/10	1st	May/13 5/31/13	Yes
Mary Dillon 3209 McChoen Drive Fayetteville, NC 28301 822-2045	8/10	Initial	Aug/11 8/31/11	Yes

Adult Care Home Community Advisory Committee, page 2

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
George W. Mitchell 6609 Abbey Lane Fayetteville, NC 28311 261-6951 (W)	4/10	1st	May/14 5/31/14	Yes
Wynella A. Myers 706 Sarazan Drive Fayetteville, NC 28303 822-5526/273-8483 (C)	6/10	2nd	Aug/13 8/31/13	No
Rasheedah Reid 4217 Edward E. Maynor Drive Hope Mills, NC 28348 703-1075	8/10	Initial	Aug/11 8/31/11	Yes
Ralph T. Cascasan (A/M) 910 Alexwood Drive Hope Mills, NC 28348-1695 425-9704/433-1039 (W)	7/10	1st	June/13 6/30/13	Yes
Alfonso Ferguson, Sr. 3329 Eastgate Street Eastover, NC 28312-9311 401-2313/483-9916 ext. 5551235	6/10 5 (W)	1st	Aug/13 8/31/13	Yes
Cassandra W. Haire (B/F) 515 Albany Street Fayetteville, NC 28301 728-0175	12/09	1st	Dec/12 12/31/12	Yes
Herman Dudley 613 York Road Fayetteville, NC 28303 864-3817(H)/286-6597(W)	4/11	Initial	Apr/12 4/30/12	Yes

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

MEETINGS: Quarterly: 3<sup>rd</sup> Thursday of the last month of each quarter (March, June, September, December) - 10:00 am - various adult care homes in Cumberland County

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**

ITEM NO.

110

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

June 10, 2011

# June 20, 2011 Agenda Item

TO:

**Board of Commissioners** 

FROM:

Candice H. White, Deputy Clerk to the Board (v)

SUBJECT:

Child Homicide Identification and Prevention (CHIP) Council

BACKGROUND: On June 6, 2011, the Board of Commissioners nominated the following individual to fill one (1) upcoming vacancy on the Child Homicide Identification and Prevention (CHIP) Council:

A Representative of the Cumberland County Board of Commissioners

Commissioner Marshall Faircloth (reappointment)

I have attached the current membership list for this Council.

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

pc: Dr. Sharon Cooper

Celebrating Our Past...Embracing Our Future

# CHILD HOMICIDE IDENTIFICATION AND PREVENTION (CHIP) COUNCIL 3 Year Term

(1, 2, 3 year initial terms set. After initial terms are served, all terms are for 3 years)

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
A Representative of the Medical Community Whose Specialty is Children Dr. Sharon Cooper PO Box 72929 Ft. Bragg, NC 28307-2929 488-9304	05/10 (3-year term initially)	2nd	May/13 05/31/13	No
A Representative of the Fayetteville <u>Cumberland County Chamber</u> <u>Of Commerce-Chairman (or designed</u> <b>VACANT</b> (vacated by G. Cooper)	ee)	1 <sup>st</sup>	May/09 05/31/09	Yes
A Representative of the Military Community Thomas M. Hill Family Advocacy Program Army Community Service ATTN: IMSE-BRG-MWA 2175 Reilly Road, Stop A Ft. Bragg, NC 28310-5000 907-3491/303/5306	02/10 (2-year term initially)	2nd	Feb/13 02/28/13	No
A Representative from District Court Judge Beth Keever PO Box 363 Fayetteville, NC 28302 678-2901	05/10 (3-year term initially)	2nd	May/13 05/31/13	No
A Representative of the Fayetteville Cumberland County Ministerial Association Dr. Allen McLaughlin Cumberland County Ministerial County 1430 Hoke Loop Road Fayetteville, NC 28314-6489 867-0443	05/09 uncil	2 <sup>nd</sup>	May/12 05/31/12	No

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
A Representative of Primary Care VACANT (vacated by Dr. E. Wrigh	05/07 nt) (2-year term initially	1 <sup>st</sup> y)	May/09 05/31/09	Yes
A Representative of Cumberland County Department of Social Service Brenda R. Jackson Cumberland County Department of PO Box 2429 Fayetteville, NC 28302 677-2035	<del></del>	1 <sup>st</sup>	June/13 06/30/13	Yes
A Representative of the General Public Louis Hackett 4184 Ferncreek Drive Fayetteville, NC 28314 323-3060/322-5324 (c)	05/09	2 <sup>nd</sup>	May/12 05/31/12	No
Lois A. Kirby 112 N. Churchill Drive Fayetteville, NC 28303 484-6055	02/10 (2-year term initially)	2nd	Feb/13 02/28/13	No
A Representative of Methodist University School of Social Work Mary Deyampert-McCall 1220 Wild Pine Drive Fayetteville, NC 28312 630-7698	01/11 (3-year term initially)	2nd	Feb/14 02/28/14	No
A Representative of the Cumberland County Mental Health Center Debbie Jenkins Cumberland County Mental Health PO Box 787 Fayetteville, NC 28302	(3-year term initially)	2nd	Feb/14 02/28/14	No
A Representative of Health Education Wendy Breeden Training and Development Cape Fear Valley Medical Center PO Box 2000 Fayetteville, NC 28302 609-6060	02/10 (2-year term initially)	2nd	Feb/13 02/28/13	No

# Child Homicide Identification and Prevention (CHIP) Council, page 3

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment	
A Representative of Law Enforcement Detective Lynette Hodges Cumberland County Sheriff's Dept. 131 Dick Street Fayetteville, NC 28301 677-5433	02/10 (2-year term initially)	2nd	Feb/13 02/28/13	No	
A Representative of the Legal Community VACANT (vacated by Joanna Shobe	02/08 er) (2-year term in	1 <sup>st</sup> nitially)	Feb/10 02/28/10	Yes	
A Representative of the Cumberland County School System Natasha Scott, Social Work Dept.	02/10	2nd	Feb/13 02/28/13	No	
Cumberland County Schools PO Box 2357 Fayetteville, NC 28302 678-2419	(2-year term initially)				
A Representative of the Cumberland Interfaith Hospitality Network	02/08	1 <sup>st</sup>	Feb/10 02/28/10	Yes	
VACANT (vacated by Denise Giles)	(2-year term initially)				
A Representative of Womack Army Medical Center Gladys Cartwright	02/10	2nd	Feb/13 02/28/13	No	
Department of Social Work Womack Army Medical Center WAMC Stop A 4-2817 Reilly Road, MCXC Ft. Bragg, NC 28310-7301 907-7869	(2-year term, initially)		·		
A Representative of the Local  Media  VACANT (vacated by Charles Broad	02/08 fwell)	1 <sup>st</sup>	Feb/10 02/28/10	Yes	
(	(2-year term, initially)				

# Child Homicide Identification and Prevention (CHIP) Council, page 4

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
A Representative of Fayetteville State University School of Social Work	01/11	2nd	Feb/14 02/28/14	No
Densie Lucas FSU, School of Social Work 1200 Murchison Road Fayetteville, NC 28301 672-2287	(3-year term, initia	ılly)		
A Representative of the Cumberland County Board of Commissioners	01/11	1 <sup>st</sup>	Aug/11 08/31/11	Yes
William Marshall Faircloth Board of Commissioners PO Box 1829 Fayetteville, NC 28302 678-7772	(serving unexpired term	n)		

Contact:

Dr. Sharon Cooper (Blanche-OA) – 488-9304; Fax 488-8705 Meets 3<sup>rd</sup> Thursday of every other month beginning in January, 6:00 PM, Mental Health Center Board Room, 711 Executive Place Meetings:

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

ITEM NO.

11 C

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

June 10, 2011

# June 20, 2011 Agenda Item

TO:

**Board of Commissioners** 

FROM:

Candice H. White, Deputy Clerk to the Board po

SUBJECT:

**Cumberland County Juvenile Crime Prevention Council** 

BACKGROUND: On June 6, 2011, the Board of Commissioners nominated the following individual to fill one (1) upcoming vacancy on the Juvenile Crime Prevention Council:

<u>At-Large Representative</u> **Doug Parrish** (reappointment)

I have attached the current membership list for this council.

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

#### Attachment

pc:

Margaret Dees, Cumberland County Communicare

Sarah Hallock, Cumberland County Communicare

Celebrating Our Past...Embracing Our Future

# CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL

(Two year terms)

DateEligible ForName/AddressAppointedTermExpiresReappointment

Local School Superintendent or designee

Carol Hudson

1/99

**Cumberland County Schools** 

P.O. Box 2357

Fayetteville, North Carolina 28302

Phone: 678-2495

Chief of Police or designee

Lt. Darry Whitaker

2/10

Fayetteville Police Department

467 Hay Street

Phone: 433-1910

Local Sheriff or designee

Lt. Bobby Reyes

1/07

Cumberland County Sheriff's Office

131 Dick Street

Fayetteville, North Carolina 28301

Phone: 677-5474

District Attorney or designee

Cheri Siler-Mack

1/99

Assistant District Attorney

District Attorney's Office

117 Dick Street, Suite 427

Fayetteville, North Carolina 28301

Phone: 678-2915

Chief Court Counselor or designee

Michael Strickland

08/07

Department of Juvenile Justice

P.O. Box 363

Fayetteville, North Carolina 28302

Phone: 678-2947

Director of Mental Health or designee

Debbie Jenkins

10/03

Cumberland County Mental Health Center

P.O. Box 3069

Fayetteville, North Carolina 28302

Phone: 323-0510

# Cumberland County Juvenile Crime Prevention Council Page 2

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

Director of Social Services or designee

Barbara Williams-Gray

10/10

Social Work Supervisor III - Group Care and LINKS Program

Cumberland County Department of Social Services

P.O. Box 2429

Fayetteville, North Carolina 28302-2429

Phone: 677-2061

County Manager or designee

Amy Cannon, Deputy Co. Mgr.

02/11

**Cumberland County Courthouse** 

P.O. Box 1829

Fayetteville, North Carolina 28302-1829

Phone: 678-7726

Chief District Judge or designee

Judge Ed Pone

1/99

P.O. Box 363

Fayetteville, North Carolina 28302

Phone: 678-2901

Health Director or designee

Archie Malloy

3/06

Jail Health Administrator

205 Gillespie Street

Fayetteville, North Carolina 28301

Phone: 672-5723

Parks and Recreation Representative

Melvin Lindsay

2/05

City of Fayetteville

Parks and Recreation Dept.

433 Hay Street

Fayetteville, North Carolina 28301

Phone: 433-1547

County Commissioner

Billy R. King

1/99

P.O. Box 1829

Fayetteville, NC 28302-1829

Phone: 678-7771

# Cumberland County Juvenile Crime Prevention Council, Page 3

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Substance Abuse Professional Robin Black TASC 412 West Russell Street Fayetteville, NC 28302-3069 321-6792	4/10	1 <sup>st</sup>	Apr/12 4/30/12	Yes
Member of Faith Community Rev. Fred Hendley 333 Westwater Way Fayetteville, NC 28301 822-1014(W)/977-9588(C)	9/09	1st	Sept/11 9/30/11	Yes
Person Under Age 21 Jamarrius Hassell 3510 Birchfield Ct., Apt. 202 Fayetteville, NC 28306	01/11	1 <sup>st</sup> full term	Feb/13 2/28/13	Yes
Juvenile Defense Attorney Sarita Mallard 4508 Weaverhall Drive (PO Box 18 Fayetteville, NC 28314 257-0847(Cell)/485-2201	8/10 2-28302)	1st	Aug/12 8/31/12	Yes
Member of Business Community La-Lisa Hewett-Robinson S. Regional Area Health Education (1601 Owen Drive Fayetteville, NC 28304 678-7293	4/10 Ctr.	1 <sup>st</sup>	Apr/12 4/30/12	Yes
United Way or Non-Profit Matt Hurley NC United Methodist Church Camp 4216 Bartlet Glen Lane Fayetteville, NC 28306 910-425-2793	8/10 ing and Retreat Ministr	1 <sup>st</sup> ries, Inc.	Aug/12 8/31/12	Yes
At Large Representatives Lee Roberts 3027 Stedman Cedar Creek Road Fayetteville, NC 28301	9/09 (serving unexpired ter	1st m-eligible to s	Sept/11 9/30/11 erve one additic	Yes onal term)

# Cumberland County Juvenile Crime Prevention Council, Page 4

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Kimberly Reeves 412 West Russell Street Fayetteville, North Carolina 28301 423-4824	6/10	2nd	Aug/12 8/31/12	No
Tobias M. Dillard, Sr. US Department of Labor 6500 Windy Grove Court Fayetteville, NC 28314 919-455-3506	8/10	1st	Aug/12 8/31/12	Yes
Douglas R. Parrish 5789 Cotton Valley Drive Fayetteville, NC 28314 484-8256/609-3770 (W)	8/09	1 <sup>st</sup>	Aug/11 8/31/11	Yes
Margarita Dostall Cumberland County Board of Educa 2465 Gillespie Street Fayetteville, NC 28306 484-1176	8/10 ation	1st	Aug/12 8/31/12	Yes
Geneva Mixon PO Box 1829 Fayetteville, North Carolina 28302 Phone: 323-3421(W)	8/09	2nd	Aug/11 8/31/11	No
Joan Blanchard 7230 Sandcastle Lane Linden, North Carolina 28356 Phone: 487-0510/322-9097 (C)	6/10	2nd	Aug/12 8/31/12	No

Non-Voting Member

Ronald Tillman

DJJDP Regional Consultant

100 Dillion Drive

Butner, North Carolina 27509

Phone: 919-575-3166 (W)

Meetings: Second Wednesday of each month at 8:00 AM. CC CommuniCare Conference Room - 711B

**Executive Place** 

Contact: Margaret Dees, Cumberland County Communicare - Phone: 829-9017 Fax: 485-4752

KENNETH S. EDGE Chairman

MARSHALL FAIR CLOTH 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 ITEM NO.

11 D

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

June 10, 2011

# June 20, 2011 Agenda Item

TO:

**Board of Commissioners** 

FROM:

Candice H. White, Deputy Clerk to the Board part of the Board part

SUBJECT:

Joint Appearance Commission

BACKGROUND: On June 6, 2011, the Board of Commissioners nominated the following individuals to fill two (2) vacancies on the Joint Appearance Commission.

Susan Reid (new appointment)

Victor Hogan (new appointment)

I have attached the current membership list for this commission.

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

Attachment

pc: David Nash, Planner II
City of Fayetteville

# JOINT APPEARANCE COMMISSION 2-Year Terms

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible for Reappointment
Kendrick, Noelle Kuuipo 3913 Barclay Way	4/11	1 <sup>st</sup>	Aug/12 8/31/12	Yes
Wade, NC 28395 483-7459(H)/689-7613(C) (serving)	ng unexpired term-eligi	ble for one add	itional 2-year t	term)
Mitchell, Christopher 7357 Beaver Run Drive Fayetteville, NC 28314 229-7871 (H)/860-3333(W)	8/10	1st	Aug/12 8/31/12	Yes
Smith, Nancy W. 5731 Christmasberry Court Fayetteville, NC 28312 487-1578/850-9398 (W)	8/09	2nd	Aug/11 8/31/11	No
VACANT (vacated by R. Newsome) 232 Croydon Avenue Fayetteville, NC 28311	8/10	1 <sup>st</sup>	Aug/11 8/31/11	Yes
717-5754(H)/436-0414	(serving unexpired ter	n-eligible to se	rve two additio	nal terms)

Meetings: First Monday of Month – 5:15 PM – City Hall, 1st Floor, Cape Fear Room

Contact: David Nash, Planner II – Phone: 433-1995 – Fax: 433-1776

City of Fayetteville

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

ITEM NO.

11 E

#### **BOARD OF COMMISSIONERS**

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

June 10, 2011

# June 20, 2011 Agenda Item

TO:

**Board of Commissioners** 

FROM:

Candice H. White, Deputy Clerk to the Board

SUBJECT:

**Nursing Home Advisory Board** 

BACKGROUND: On June 6, 2011, the Board of Commissioners nominated the following individuals to fill three (3) upcoming vacancies on the Nursing Home Advisory Board:

Tom Lloyd (reappointment)

Sonja Council (reappointment)

Clyde E. Hammond (reappointment)

I have attached the current membership list for this board.

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

Attachment

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

# NURSING HOME ADVISORY BOARD

3 Year Term
(Initial Appointment One Year)

	<u>Date</u>			Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
Barbara Spigner 5701 Cloister Court Fayetteville, NC 28314 580-5534	02/11	Initial	Feb/12 02/28/12	Yes
Tom Lloyd (W/M) 1306 Berkshire Road Fayetteville, NC 28305 574-3177/678-7618(W)	8/08	1 <sup>st</sup>	Aug/11 8/31/11	Yes
Martha McKoy P.O. Box 42152 Fayetteville, NC 28309 423-0771	9/08	2 <sup>nd</sup>	Sept/11 9/30/11	No
Dr. John Briggs (W/M) 2910 Hybart Street Fayetteville, NC 28303 867-1493	2/09	1 <sup>st</sup>	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 <sup>nd</sup>	Feb/12 2/28/12	No
Clyde E. Hammond (W/M) 1802 Flintshire Road Fayetteville, NC 28304 425-2774	08/08	1 <sup>st</sup>	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 <sup>st</sup>	Jan /12 1/31/12	Yes

# Nursing Home Advisory Board, page 2

27 /4.11	<u>Date</u>	ar:	г '	Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
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)

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

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

ITEM NO.

11 F

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June 15, 2011

# June 20, 2011 Agenda Item

TO:

**Board of Commissioners** 

FROM:

Candice H. White, Deputy Clerk to the Board en

SUBJECT:

Southeastern Economic Development Commission (SEDC)

BACKGROUND: Former Deputy County Manager Juanita Pilgrim represented Cumberland County and served on the Board of Directors of the SEDC. Upon her retirement, Ms. Pilgrim became ineligible to serve on the SEDC Board of Directors. According to correspondence received from Pamela H. Bostic, SEDC Executive Director, the Board of Commissioners is being requested to appoint someone to complete Ms. Pilgrim's unexpired term. Ms. Pilgrim also served on the Executive Committee of the Commission. (See attached.)

According to an email received from Ms. Bostic, Cumberland County has fulfilled its minority representation requirement as defined in Article V. Membership, Section 1, of the SEDC bylaws to comply with civil rights requirements of the Economic Development Administration (EDA). (See attached.)

County Manager James Martin has requested that the Board of Commissioners consider nomination and appointment of a member of county management to fill Ms. Pilgrim's unexpired term. Mr. Martin has also requested that the Board of Commissioners consider making their nomination and appointment at their June 20, 2011 meeting.

<u>PROPOSED ACTION</u>: Nominate and appointment a member of county management to fill the one (1) vacancy above.

pc:

James Martin, County Manager

Celebrating Our Past...Embracing Our Future

### **James Martin**

From:

Pamela H. Bostic [pbostic@sedcnc.org]

Sent:

Tuesday, June 14, 2011 3:07 PM

To:

James Martin

Subject:

SEDC Board Representation: J. Pilgrim

Attachments:

J.Pilgrim\_6-14-11.pdf

Importance:

High

Mr. Martin:

Please find attached a letter requesting that your Board of Commissioners appoint someone to complete Mrs. Pilgrim's unexpired term on the Board of Directors of the SEDC.

The original letter will be mailed tomorrow.

FYI: Cumberland County has fulfilled its minority representation requirement as defined in ARTICLE V. Membership, Section 1, of the SEDC By-laws to comply with civil rights requirements of the Economic Development Administration (EDA).

If you have any questions, please let me know.

Thank you, Pam

**PAMELA H. BOSTIC EXECUTIVE DIRECTOR** SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION

707 West Broad Street | Post Office Box 921 Elizabethtown, North Carolina 28337

Office: (910) 862-6985 Ext. 32 | FAX: (910) 862-1482

http://www.sedcnc.org



103-A West Broad Street
Post Office Box 921
Elizabethtown, North Carolina 28337
Phone 910.862.6985
Fax: 910.862.6986
Email: sedc@ec.rr.com
Home Page: www.sedcnc.org

# SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION

June 14, 2011

Mr. James Martin Office of the County Manager Cumberland County PO Box 1829 Fayetteville, NC 28302

Dear Mr. Martin:

Mrs. Juanita Pilgrim has been representing Cumberland County and serving on the Board of Directors of the Southeastern Economic Development Commission. It has become apparent the Mrs. Pilgrim is no longer eligible to serve on the Board since she retired from the County on January 31, 2011. Mrs. Pilgrim was serving a four year term to expire on October 1, 2013.

In order to insure that Cumberland County has adequate representation on our Board, we are requesting that your Board of Commissioners appoint someone to complete Mrs. Pilgrim's unexpired term. Mrs. Pilgrim was serving on the Executive Committee of the Commission that meets on the fourth Tuesday of each month at 10:00am in Elizabethtown. Please consider appointing a representative that is available and willing to participate in the monthly meetings.

Once action has been taken, please notify this office in writing. Should there be questions, please call me at (910) 862-6985, Ext. 32. Thank you.

Best regards,

Pamela H. Bostic

# SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION COUNTY APPOINTEES

(4 year terms)

# (Minority and elected official requirements.)

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
*Juanita Pilgrim (B/F) Deputy County Manager P.O. Box 1829 Fayetteville, North Carolina 28302 678-7723	9/09	3rd	Sept/13 9/30/13	No
Doug Peters (W/M) President, FCCCC 201 Hay Street, 4 <sup>th</sup> Floor Fayetteville, North Carolina 28301 424-4242 x 226	09/08	1 <sup>st</sup>	Sept/12 9/30/12	Yes
Ed Melvin (W/M) County Commissioner P.O. Box 1829 Fayetteville, North Carolina 28302 678-7771 or 678-7772	10/07	1 <sup>st</sup>	Oct/11 10/31/11	Yes
Jeannette M. Council (B/F) County Commissioner PO Box 1829 Fayetteville, NC 28302 678-7771 or 678-7772	09/10	1 <sup>st</sup>	Sept/14 09/30/14	Yes

<sup>\*</sup>Designated to serve on the Executive Committee.

Meets the 4<sup>th</sup> Thursday of each month at 4:00 PM – 707 West Broad Street, Elizabethtown, NC (Commissioners only attend the annual meeting-usually in April)

Members appointed by the Board of Commissioners in November of 2001.

Terms were staggered initially when members were appointed on 11/5/01.

Contact: info@sedcnc.org; Linda Melvin lmelvin@sedcnc.org; Pam Bostic pbostic@sedcnc.org

Address: 707 West Broad Street, Elizabethtown, NC 28337

Temporary Phone (as of 2-3-10): 910-862-8511 Ext. 31 for Linda Melvin and Ext. 32 for Pam Bostic

Fax: 910-862-1482

Contact persons are: Juanita Pilgrim or Pamela Bostic

# APPLICANTS FOR SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
BARNARD, STEVEN (W/M) 211 AZALEA BLUFF DRIVE FAYETTEVILLE, NC 28301 264-8320 (H) / 454-5177 (W)	MILITARY CIVIL AFFAIRS	BS, M.ED.
DAY, MATT A. (_/M) 3017 E BRINKLEY DRIVE SPRING LAKE, NC 28390 436-8545	FTCC	GED; SOME COLLEGE
EATMAN-JACKSON, REBECCA (W/F) 6061 CLINTON ROAD STEDMAN, NC 28391 323-4663 / 862-2018 (W)	REGIONAL SALES MGR LAMAR ADVERTISING	BA; MASTERS
GUY, MITCHELL C. (W/M) 2611 BENINGTON ROAD FAYETTEVILLE, NC 28303 964-7390 (H/W)	ADVERTISING SALES CITY VIEW MAGAZINE	HS; COLLEGE
MITCHELL, SANDRA 414 BARBOUR COURT PO BOX 9912 (MAILING) FAYETTEVILLE, NC 28301 257-5492 (H) **SERVES ON H	PASTOR, SMALL BUSINESS OWNER UMAN RELATIONS COMMISSION**	SOME COLLEGE
ORTIZ, ALBERTA (W/F) 325 W. SUMMERCHASE DRIVE FAYETTEVILLE, NC 28311 323-3871 (W)	A-1 SUPPLY CO	VARIOUS SALES, MANAGEMENT, ACCOUNTING COURSES
PALMER, DWIGHT E., JR. (B/M) 1139 HELMSLEY DRIVE FAYETTEVILLE, NC 28314 867-8136/535-5325 (W)	GENERAL MANAGER CHEVROLET DEALERSHIP	BA, MBA
SHELTON SR., MICHAEL TORAIN (-/M) 3529 THAMESFORD RD FAYETTEVILLE, NC 28311 482-4495/630-3830	TRAVEL AGENT SELF EMPLOYED	AS – BANKING/FINANCE
WHITE, ROBERT L. (AA/M) 1956 KENMORE DRIVE FAYETTEVILLE, NC 28304 476-1387 Graduate-County Citizens' Academy: NA Graduate-Institute for Community Leadership: Graduate-Leadership Fayetteville: No Graduate-other leadership academy: Military A		UNDERGRADUATE; MA

WHITTED, GLORIA (B/F)

5506 MESA DRIVE

FAYETTEVILLE, NC 28303

480-1675

REVEREND CHURCH PASTOR

# NORCRESS WATER & SEWER DISTRICT GOVERNING BOARD AGENDA SPECIAL MEETING CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE – ROOM 118

JUNE 20, 2011 6:45 PM

## 1. Items of Business

- A. Approval of minutes for the May 16, 2011 regular meeting.
- B. Consideration of Award of Bid for the Manhole Rehabilitation in the Town of Wade.
- C. Any Other Matters of Interest

ADJOURN THE JUNE 20, 2011 SPECIAL MEETING OF THE NORCRESS WATER & SEWER DISTRICT GOVERNING BOARD.

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



# Northern Cumberland Regional Sewer System (NORCRESS)

Historic Courthouse, 130 Gillespie Street • P.O. Box 1829 • Fayetteville, North Carolina 28302-1829 Telephone (910) 678-7637 • Fax (910) 678-7635

## MEMORANDUM FOR NORCRESS GOVERNING BOARD MEETING OF JUNE 20, 2011

TO:

NORCRESS WATER AND SEWER DISTRICT GOVERNING BOARD

FROM:

AMY HALL, ENGINEERING TECHNICIAN

THROUGH: AMY H. CANNON, DEPUTY COUNTY MANAGER

DATE:

**SUBJECT:** 

**JUNE 7, 2011** 

ACCEPTANCE OF THE BIDS FOR THE MANHOLE REHABILITATION IN THE TOWN

**OF WADE** 

### **BACKGROUND**

On Thursday, April 28, 2011, bids were received and opened for the manhole rehabilitation in the Town of Wade. Attached is a copy of the certified bid tabulation and a discussion of the bids prepared by our project engineer, Marziano & McGougan. The bid proposal includes all work for rehabilitation of manholes including, but not limited to cleaning, lining, and sealing of twenty (20) 4-ft diameter manholes, and pump station No. 90 wetwell with all appurtenant work. The low bid submitted was from A.C. Schultes of Carolina, Inc. of Wallace, North Carolina in the amount of \$112,428.00.

#### RECOMMENDATION/PROPOSED ACTION

The county staff recommends that the NORCRESS Governing Board:

- 1. Accept the bids for the manhole rehabilitation in the Town of Wade.
- 2. Award a contract to the lowest bidder, A.C. Schultes of Carolina, Inc., in the amount of \$112,428.00.
- 3. Establish a project contingency in the amount of \$11,241 (10%) as recommended by the engineer, for changes in the scope of work recommended by the engineer and approved by the County Manager.
- 4. Approve the attached budget revision.

Attachments

#### **DISCUSSION OF BIDS**

County of Cumberland Town of Wade Contract No. 1-Manhole Rehabilitation May 17, 2011

#### **GENERAL**

Informal bids were requested, received and read aloud at 2:00 p.m., April 28, 2011 in Room 215 of the Old Cumberland County Courthouse in Fayetteville, North Carolina.

Contract No. 1: Rehabilitation of Manholes in the Town of Wade including but not limited to cleaning, lining, and sealing twenty (20) 4-ft. diameter manholes, and pump station no. 2 wetwell with all appurtenant work.

### **PROPOSALS**

The project required one (1) construction contract and the following number of bid documents were requested by contractors with the indicated responses:

Contract	Plans Requested	<b>Bids Submitted</b>
Contract No. 1	10	2

No addendums were issued for this work. Contractor's did submit 5% bid surety's. A copy of the Certified Tabulation of Bids received is appended to this Discussion of Bids. This Discussion along with the Tabulation should remain in the permanent files of this project.

The low proposal for Contract No. 1 was submitted by A. C. Schultes of Carolina, Inc. of Wallace, NC for a total unit price amount of \$112,428.00. The second low proposal was submitted by Atlantic Coast Contractors, Inc. of Denver, NC for a total unit price amount of \$117,399.00.

The Engineers feel that the proposals received are the best that can be expected at this time.

#### **FINANCING**

The project will be funded from funds budgeted by the County of Cumberland. The project budget is recommended as follows:

<ol> <li>Construction:</li> </ol>	\$112,428.00
2. Contingencies:	\$ 11,242.80
Total	\$123,670.80

Funds Available are budgeted as follows:

1. Cumberland Co. budgeted funds:

\$123,670.80

### **RECOMMENDATION**

The engineers recommend contract award for this work as follows:

CONTRACT NO. 1

A.C. Schultes of Carolina, Inc. 3887 S US 41 Hwy. Wallace, NC 28466

Unit Price Amount - \$112,428.00

#### **SUMMARY**

The Engineers are pleased to have assisted the County of Cumberland in acquiring bonafide construction proposals for this work. We stand ready to assist you with the award and construction management of this project.

Submitted this 17th day of May, 2011.

MARZIANO & MCGOUGAN, PA

By <u>Huam</u> J. Marsiano H. J. Marziano, P.E. TABULATION OF BIDS RECEIVED COUNTY OF CUMBERLAND MANHOLE REHABILITIATION – TOWN OF WADE CONTRACT NUMBER 1

<u>Contractor</u> <u>Amount</u>

A.C. Schultes of Carolina, Inc.

3887 S. US 41 Hwy.

Wallace, NC 28466 \$112,428.00

Atlantic Coast Contractors, Inc. 7680 Townsend Drive Denver, NC 28037

\$117,399.00

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF BIDS RECEIVED FOR THE MANHOLE REHABILITATION PROJECT FOR CUMBERLAND COUNTY IN THE TOWN OF WADE ON APRIL 28, 2011.

Hiram I. Marzian

# **COUNTY OF CUMBERLAND BUDGET REVISION REQUEST**

**Budget Office Use** 

**Budget Revision No.** 

**Date Received** 

**Date Completed** 

Fund No	253	Agency No	450	_Organ. No.	450E
Organization Name: NORCRESS					

		RE	VENUE			
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budge
9901		Fund Balance Appropriated		100,000	123,671	223,671 -
						- - - -
			Total	100,000	123,671	223,671
mile old a semi-pot me demontel sortium resuscentration services and services are services and services and services are services and services and services and services are services are services and services are services and services are services are services and services are s	and a service and district and a service and	EXPE	NDITURES			
Object Code	Appr Unit	Description		Current Budget	Increase (Decrease)	Revised Budget
3435	695	Maintenance and Repair Other		103,100	123,671	226,771
						- -
						**
			Total	103,100	123,671	226,771

Revision in the amount of \$123,671 to appropriate fund balance for the rehabilitation and repair of twenty manholes and one wetwell in the amount of \$112,428.00 to A.C. Schultes of Carolina, Inc. and a 10% contingency of \$11,243.00.

Funding Source: State: Other:		und Balance: County: New: Prior Year:	Other:
Submitted By:	Department Head	Date: 5/23/1\	Approved By:
Reviewed By:	Bot Jucher Finance Department	Date: <u>5   23   1  </u>	Date: County Manager
Reviewed By: _	Assistant County Mgr	Date: 6/16/11	Board of County Commissioners Date: