AGENDA

CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE – ROOM 118

OCTOBER 7, 2013 9:00 AM

INVOCATION Commissioner Jimmy Keefe

Pledge of Allegiance

Recognition of Health Director, Buck Wilson for his Appointment to the North Carolina Child Fatality Task Force by Governor McCory. (Pg. 5)

- 1. Approval of Agenda
- 2. Consent Agenda
 - A. Approval of minutes for the September 16, 2013 regular meeting.
 - B. Approval of Bid #14-11-SO Award for the Cumberland County Sheriff's Office for Tasers and Approval to Trade-In Surplus Tasers. (Pg. 6)
 - C. Approval of Sole Source Purchase for Work Stations for SafeLink Renovation. (Pg. 9)
 - D. Approval of Sole Source Purchase Request from Cumberland County Information Services for the County's Voice Over IP Telephony Equipment. (Pg. 12)
 - E. Approval of Amendments to the North Carolina Records Retention Schedule for County Management, Register of Deeds and Tax Administration. (Pg. 14)
 - F. Approval of Proclamation Designating October 17, 2013 as "Leadership Fayetteville Youth Academy Government Day" (Pg. 29)

- G. Approval of Proclamation Designating the Week of October 23-31, 2013 as "Red Ribbon Week" in Cumberland County. (Pg. 30)
- H. Approval of Proclamation Designating October 24, 2013 as "Healthy Food Day" in Cumberland County. (Pg. 31)
- I. Budget Revisions: (Pgs. 32-36)
 - (1) Health
 - a. Health Promotion: Revision in the total amount of \$6,475 to appropriate fund balance to re-budget unexpended Wolfe Mini Grant funds of \$1,475 from the prior year and to recognize additional grant funds of \$5,000 all to be used for a Baby Store Project. (B14-140)
 Funding Source Fund Balance Appropriated and Grant (Pg. 32)
 - Adult Health: Revision in the amount of \$15,500 to appropriate fund balance to pay a permanent placement fee as per contract with Locum Tenen Agency for the placement of Physician III-A position. (B14-141) Funding Source Health Fund Balance Appropriated (Pg. 33)
 - (2) Eastover Sanitary District

Revision in the amount of \$74,500 to appropriate fund balance to pay PWC the required Facility Investment Fees as stipulated in the Wholesale Sewer Agreement with PWC. (B14-103) **Funding Source – Eastover Sanitary District Fund Balance Appropriated** (Pg. 34)

- (3) Community Development
 - a. PATH Program Revision in the amount of \$10,110 to recognize additional grant funds awarded to the PATH (Project for Assistance in Transition from Homelessness) program. (B14-121) Funding Source Grant (Pg. 35)
 - Supportive Housing Program Revision in the amount of \$135,186 to roll-forward unexpended grant funds in the amount of \$114,979 for Robin's Meadows and Safe Homes and to appropriate fund balance of \$20,207 for additional homeless services. (B14-142) Funding Source Grant and Fund Balance Appropriated (Pg. 36)

Public Hearings

3. Public Hearing on the FY 2013-2014 Annual Rural Operating Assistance Program (ROAP) Grant. (Pg. 37)

ITEMS OF BUSINESS

- 4. Presentation by Mark Culbreth of the Cumberland County School System on the "Reading Rocks" Program. (Pg. 42)
- 5. Presentation by Joel Strickland of the Mid-Carolina Council of Governments on the 2013 Locally Coordinated Human Service Transportation Plan. (Pg. 44)
- 6. Consideration of Contract with Global Spectrum for Management of the Crown Center Complex. (Pg. 62)
- 7. Nominations to Boards and Committees (**Pgs. 100-139**)
 - A. Air Quality Stakeholders' Committee (1 Vacancy) (Pg. 100)

 Applicants that Graduated from County Citizens' Academy: None
 - B. Board of Adjustment (2 Vacancies) (Pg. 107)

 Applicants that Graduated from County Citizens' Academy: None
 - C. Cumberland County Library Board of Trustees (2 Vacancies) (Pg. 113)

 Applicants that Graduated from County Citizens' Academy: None
 - D. Joint Senior Citizens Advisory Commission (3 Vacancies) (Pg. 119)
 Applicants that Graduated from County Citizens' Academy: Roger Ison
 - E. Minimum Housing Appeals Board (2 Vacancies) (Pg. 124)
 Applicants that Graduated from County Citizens' Academy: None
 - F. Transportation Advisory Board (1 Vacancy) (Pg. 129)

 Applicants that Graduated from County Citizens' Academy: None

- 8. Appointments to Boards and Committees (Pgs. 140-155)
 - A. Cumberland County Community Child Protection/Fatality Prevention Team (2 Vacancies) (Pg. 140)

Nominees:

<u>Law Enforcement Officer Position – Sheriff's Office:</u> Sgt. Kimberly Gagnon

Law Enforcement Officer Position – Fayetteville Police Dept: Lt. Timothy Tew

B. Cumberland County Juvenile Crime Prevention Council (JCPC)
(1 Vacancy) (Pg. 143)

Nominee:

<u>At-Large Representatives</u>: Stephanie Glover (Reappointment)

C. Cumberland County Local Emergency Planning Committee (1 Vacancy) (**Pg. 150**)

Nominee:

Operators of Facilities Representatives: Mark Faircloth (Reappointment)

- 9. Update on Current Understanding of Federal Budget Impact.
- 10. Closed Session If Needed

ADJOURN

** IMPORTANT: PLEASE NOTE - CHANGE IN BROADCAST CHANNEL **

THIS MEETING WILL BE BROADCAST LIVE ON TIME WARNER CABLE - CHANNEL 5 (FAYETTEVILLE / CUMBERLAND EDUCATIONAL TV) AND WILL BE REBROADCAST ON TUESDAY, OCTOBER 8, 2013 AT 7:30 PM.

FUTURE BOARD OF COMISSIONER MEETINGS:

October 21, 2013 (Monday) - 6:45 PM - Regular Board Meeting (Conf Rm 118) November 4, 2013 (Monday) - 9:00 AM - Regular Board Meeting (Conf Rm 118) November 18, 2013 (Monday) - 6:45 PM - Regular Board Meeting (Conf Rm 118)

FOR IMMEDIATE RELEASE

Sept. 19, 2013

Department of Public Health

Contact: Buck Wilson, Health Director E-mail: bwilson@co.cumberland.nc.us

Phone: Sally Shutt, Public Information Director

910-437-1921

Governor Appoints Health Director To Statewide Task Force

FAYETTEVILLE – Cumberland County Department of Public Health Director Buck Wilson has been appointed by Gov. Pat McCrory to serve as a member of the North Carolina Child Fatality Task Force. The term began upon the governor's appointment on Sept. 9 and expires in 2015.

The Child Fatality Task Force is a legislative study commission which makes recommendations to the General Assembly and the governor for their consideration. Over the past 20 years, the recommendations made by the task force that have become law have contributed to an estimated 9,000 more children living to adulthood. Their recommendations are also credited with cutting the caseloads for Child Protective Services across the state by a third since 1991.

"It is a privilege to be appointed to the North Carolina Child Fatality Task Force by Gov. McCrory to work to increase awareness and identify prevention measures to reduce the incidence of childhood deaths," Wilson said.

In January, Wilson was named North Carolina Health Director of the Year by the N.C. Association of Local Health Directors. Wilson has been Cumberland County's health director since 2009.

For additional information about the Cumberland County Department of Public Health, please call 910-433-3600 or visit with someone at the information desk. Comments are welcome and can be submitted on our website at www.co.cumberland.nc.us/health/comment_form.aspx. The Health Department is located at 1235 Ramsey St. in Fayetteville.

See picture below:



COUNTY of CUMBERLAND

Thelma S. Matthews Purchasing Manager (910) 678-7743 Debbie H. Miller Buyer (910) 678-7746

Finance Department Purchasing Division

MEMO

TO:

Board of Commissioners

From:

Thelma S. Matthews, Purchasing Manager

Through:

Melissa Cardinali, Finance Director

Date:

September 27, 2013

Subject:

Approval of Bid #14-11-SO for Tasers and Approval of Trade-

in Surplus

BACKGROUND:

Cumberland County Purchasing received bids September 25, 2013 for a new model of tasers for the Cumberland County Sheriff's Office. Lawmen's Safety Supply, Inc., was the sole bidder and is approved by Taser Inc. to distribute their product line in this area.

Lawmen's has offered a trade-in allowance of \$21,000, for the old model tasers the Sheriff's office currently carries.

RECOMMENDATION: Approval of the purchase of 175 tasers per formal bid and approval of declaring as surplus the current model of Tasers used by the Sheriff's Office.



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



An Internationally Accredited Law Enforcement Agency

TO:

Mr. James E. Martin, County Manager

FROM:

Earl R. Butler, Sheriff

DATE:

September 26, 2013

SUBJECT:

Award of Bid & Approval of Trade-In

The Purchasing Officer has requested and received a bid for purchase of Taser Model X26P with accessories and extended warranty. The bidder, Lawmen's Safety Supply, Inc, a North Carolina firm, is the in-state source for the Taser product line.

The purchase of 175 Tasers and accessories on the enclosed bid from Lawmen's Safety Supply is recommended.

The current model Tasers in use by the Sheriff's Office will become surplus property, and will also be eligible for a trade-in allowance from Taser. I request approval of declaring as surplus and acceptance of the \$21,000 trade-in value.

Thank you.

CUMBERLAND COUNTY SHERIFF'S OFFICE BID #14-11-SO (F) TASER SPECIFICATIONS & BID SHEET

Items:

Items:		•	
Handle Black Class III X26P Part Number 11002	175 each	\$ 848.40	
APPM Battery Pack Auto Shut-off X2/X26I Part Number 22011	2 175 each	\$ 61.95	
Grip, CEW, Hogue Part Number 22017	175 each	\$12.95	
Holster Blackhawk Left X26P Part Number 11504	10 each	\$_49.95	
Holster Blackhawk Right X26P Part Number 11501	165 each	\$ 49.95	
Kit Dataport Download USB X2/X26P Part Number 22013	3 each	\$	
Warranty Four Year X26P Part Number 11004	175 each	\$_269.99	
Trade in Allowance of X26 models Part Number 27000	175 each	\$120.00	
TOTAL BID: \$ \$2	18,046.85 total of new pur	chase. NC Sales Tax will b	e charged on
This bid is good until: 12/31/2013 for no	is amount. Total Trade In	value is -\$21,000.00.	*:
tino ota io Book antin		M	
Submitted by: Dianna Sills	Dianno	a Silla	2
Representative	Signatu	re	
Company: Lawmen's Safety Supply, Inc.		_	
Address: 3319 Anvil Place, Raleigh, NC	27603	_	
Phone: 919-779-6141	Fax:_919-662-1573		
Email: dianna@lawmens.com		_	



COUNTY of CUMBERLAND

Thelma S. Matthews **Purchasing Manager** (910) 678-7743

Debbie H. Miller Buyer (910) 678-7746

Finance Department **Purchasing Division**

MEMO

TO:

Board of Commissioners

From:

Thelma S. Matthews, Purchasing Manager

Through: Melissa Cardinali, Finance Director

ne

Date:

September 27, 2013

Subject:

Approval of Sole Source Purchase Request for Work Stations

for SafeLink Renovation

BACKGROUND:

Cumberland County Engineering & Infrastructure Department is requesting a sole source approval under general statutes 143-129(e)(6). The renovation project for SafeLink (located on the third floor of the Courthouse) and necessary funding for this project was approved by the Board of Commissioners on August 19, 2013.

The Clerk of Court wants the new work stations to match existing workstations. Office Sales Inc. installed the original workstations and has provided a quote within the budget allocated for this portion of the project. The only way to assure the new workstations match the existing ones is to go through Office Sales Inc.

RECOMMENDATION: Approval of sole source exception (GS 143-129)(e)(6) since standardization or compatibility is the overriding consideration in this case.



ENGINEERING & INFRASTRUCTURE DEPARTMENT

JEFFERY P. BROWN, PE Engineering & Infrastructure Director

MEMORANDUM

TO:

THELMA S. MATTHEWS, PURCHASING MANAGER

FROM:

JEFFERY P. BROWN, PE, E & I DIRECTOR

DATE:

SEPTEMBER 26, 2013

SUBJECT: APPROVAL OF SOLE SOURCE PURCHASE REQUEST FOR WORK

STATIONS FOR SAFELINK RENOVATION

BACKGROUND

The Engineering & Infrastructure Department is requesting a sole source approval under General Statute 143-129(e)(6) for the purchase of work stations that are part of the overall renovation for SafeLink located on the third floor of the Courthouse. This renovation project along with the necessary funding to complete this project was approved by the Board of Commissioners at its regularly scheduled meeting held August 19, 2013.

There are existing work stations that are located within this area already that were provided by Office Sales Incorporated (OSI) some years back. It is the desire of the Clerk of Court to have the new work stations match the existing. OSI has provided a quote of \$17,119.60 for the new work stations. This cost is within the budget that was allocated for this portion of the project. The only way to assure that these new workstations match the existing is to have OSI provide the equipment as other vendors may not be able to exactly match the existing.

RECOMMENDATION

The Engineering & Infrastructure Director recommends the sole source exception under GS 143-129(3)(6) since standardization is the overriding consideration.



September 19, 2013

Cumberland County Engineering & Infrastructure Director Fayetteville, NC

Attn: Jeffery P. Brown, PE

We quote the following on your furniture requirements for the four new workstations;

Contractor:

Trendway Corp. c/o Office Sales, Inc. P.O. Box 9016 Holland, MI 49422

GSA Contract Number:

GS-28F-0003V

1 Lot

Trendway TA Panels, work surfaces, pedestals, brackets, storage, and seating per the attach list, to match the existing station and panels.

List \$38,364.00

GSA Net Price \$12,934.60

1 Lot

Installation services

Net \$ 3,900.00

Miscellaneous Brackets

Net \$ 285.00

Grand Total

\$17,119.60

David M. Nichols Office Sales, Inc. 9.19.2013

726 Ramsey Street, Suite 13 · P.O. Box 35603 · Fayetteville, NC 28303 910-223-6000 · Fax 910-223-6001 email: osidmn@infionline.net



COUNTY of UMBERLAND

Thelma S. Matthews **Purchasing Manager** (910) 678-7743

Debbie H. Miller Buyer (910) 678-7746

Finance Department **Purchasing Division**

TO:

Board of Commissioners

From:

Thelma S. Matthews, Purchasing Manager

MEMO

Through: Melissa Cardinali, Finance Director

Date:

October 2, 2013

Subject:

Approval of Sole Source Purchase Request from Cumberland

County Information Services for the County's Voice over IP

Telephony System

BACKGROUND:

In 2009, Internetwork Engineering was awarded the bid for implementation of the County's VOIP telephony system for the Health Department and then again in 2012 for the County Libraries. The current VOIP telephony system maintenance and engineering support is established with Internetwork Engineering. Any diversions from the original engineering design could result in major disruption to the entire County VOIP phone system.

Internetwork Engineering has provided the County with extraordinary technical support by having local engineers available to handle any issues that may arise. They have helped Cumberland County Information Services implement a reliable, durable, and dependable core infrastructure by ensuring compatibility and interoperability with the existing system.

RECOMMENDATION: Approval of sole source exception (GS 143-129)(e)(6) for Internetwork Engineering since standardization or compatibility is the overriding consideration in this case.



INFORMATION SERVICES

5th Floor, Courthouse • P.O. Box 1829 • Fayetteville, North Carolina 28302–1829 (910) 323-6119 • Fax (910) 323–6153

MEMORANDUM

TO:

Thelma S. Matthews

Purchasing Manager

FROM:

Betty M. Clark

Chief Information Services Director

SUBJECT:

Sole Source

DATE:

October 2, 2013

This memo is in regards to the County's Voice Over IP (VOIP) telephony system. Internetwork Engineering is currently being utilized by Cumberland County Information Services as their primary Cisco Partner/Dealer for the county's VOIP telephony system. In 2009, Internetwork Engineering was awarded the bid for the implementation of the County's VOIP telephony system for the Health Department and again was awarded the bid for the implementation in 2012 for the County Libraries. Internetwork Engineering has helped the county to move forward with the Strategic Plan, Goal 2: Objective 3, which states "continue advancing the county's telecommunications plan." The current VOIP telephony system maintenance and engineering support is established with Internetwork Engineering and has been for the past four years. Any diversions from the original engineering design could result in major disruptions to the entire County VOIP phone system. Throughout this entire partnership the vendor has provided the County with extraordinary technical support by having local engineers available to handle any issues that may arise. Internetwork Engineering has helped Cumberland County Information Services implement a reliable, durable, and dependable core infrastructure for the VOIP telephony system by ensuring compatibility and interoperability with the existing system. Information Services is asking the County Commissioners to grant Internetwork Engineering as the sole source vendor for this current project and for all future growth of the County's VOIP telephony system.

JAMES E. MARTIN County Manager

AMY H. CANNON Deputy County Manager



JAMES E. LAWSON Assistant County Manager

ITEM NO. <u>2E</u>

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2013

TO:

BOARD OF COUNTY COMMISSIONERS

FROM:

JAMES E. MARTIN, COUNTY MANAGER

DATE:

OCTOBER 2, 2013

SUBJECT:

APPROVAL OF AMENDMENTS TO RECORDS RETENTION SCHEDULES FOR

COUNTY MANAGEMENT, TAX ADMINISTRATION AND REGISTER OF DEEDS

BACKGROUND

The State Archivist and the Secretary of the Department Cultural Resources officially approved amendments to the following Local Government Departments:

Schedule Title

Issued Date

Amendment Date

County Management

April 15, 2013

August 28, 2013

Amended:

Standard 4 – Budget, Fiscal and Payroll Records; Standard 11 – Personnel Records

Register of Deeds

October 10, 2012

August 29, 2013

Amended:

Standard 2 – Budget, Fiscal and Payroll Records; Standard 5 – Personnel Records

Tax Administration

April 17, 2013

September 3, 2013

Amended:

Standard 5 – Personnel Records, Standard 12 – Program Records: Business and Other Tax

Records

A copy of each amendment listed above is attached for viewing purposes. In addition, the Schedules are available on the Government Records Branch of North Carolina under Local Records in the Department of Cultural Resources website at this direct link:

http://www.ncdcr.gov/archives/ForGovernment/RetentionSchedules/LocalSchedules.aspx

RECOMMENDATION/PROPOSED ACTION

Adopt the abovementioned amendments to the County Management, Register of Deeds and Tax Administration Records Retention Schedule and have appropriate representatives sign the attached Records Retention Schedule Amendments.

/ct

CM100213-1

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Authorized Destruction

Records Management Services and Training

Imaging and Microfilming

Frequently Asked Questions

GOVERNMENT RECORDS MAILING ADDRESS

Government Records Section 4615 Mail Service Center Raleigh, NC 27699-4615

GOVERNMENT RECORDS PHYSICAL ADDRESS

215 N. Blount Street, Raleigh, N.C.

Phone: 919.807.7350 Fax: 919.715.3627 Courier: 51-81-20 ♠ > For Government >> Retention Schedules >> Local Government Schedules

Retention Schedules - Local

Retention Schedules

Draft Schedules

Records Analysts

Forms

Authorized Destruction of Records

Local retention and disposition schedules are a tool for the employees of local governments across the state to use when managing the records in their offices. It lists records commonly found in local governmental offices, and gives an assessment of their value by indicating when (and if) those records should be destroyed.

These schedules are an agreement between the local government office/department and the Department of Cultural Resources, and as the inventory and schedule that the Department of Cultural Resources is directed by G.S. §121-5 (c) and G.S. §132-8 to provide.

These schedules must be approved by your governing board before you are permitted to destroy records according to the schedule. That approval should be made in a regular meeting and recorded as an action in the minutes. It may be done as part of the consent agenda, by resolution, or other action. Please send a copy of the completed signature page to the Records Analysis Unit, Government Records Section, 4615 Mail Service Center, Raleigh, NC 27699-4615 or fax it to 919-715-3627. If you are unsure whether or not you have approved your schedule, please contact a Records Analyst.

If you have an item that not listed on your retention and disposition schedule, please contact a <u>Records</u> <u>Management Analyst</u>. The analyst will help to see if there is an existing item on the schedule that will allow to retain and dispose of the record. If the item cannot be found on the current schedule, the analyst will discuss the nature of the records with to determine if the records have historical value. If the records have historical value, we will discuss the possibility of transferring the records to the State Archives to be preserved permanently.

If the records do not have historical value, we will ask you to complete a <u>Request and Approval of Unscheduled</u>
<u>Records Disposal</u> if the records are not currently created. If the records are an active records series, the analyst will help you develop an amendment to the schedule so that you can continue to destroy the records appropriately."

Schedule Title	Amendments
Alcoholic Beverage Control (ABC)	
Boards - Issued February 2, 2009	
County Boards of Elections - Issued	Standard 8 - Election Records; Standard 9 - Voter
April 4, 2012	Registration Records - Issued August 19, 2013
County Departments of Social	
Services - Issued July 11, 2006	
County Health Department - Issued	Item 10, Tuberculosis Records - Issued November 30,
September 7, 2007	2009

	Lis	

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Outer Banks History Center

Western Regional Archives

State Historical Records
Advisory Board

STATE ARCHIVES MAILING ADDRESS

State Archives of North Carolina 4614 Mail Service Center Raleigh, N.C. 27699-4614

STATE ARCHIVES PHYSICAL ADDRESS

109 E. Jones St. Raleigh, NC 27601

Phone: 919.807.7310 Fax: 919.733.1354













County Management Schedule - Issued April 15, 2013	Standard 4 - Budget, Fiscal, and Payroll Records; Standard 11 - Personnel Records - Issued August 28, 2013
<u>County Register of Deeds</u> - Issued October 10, 2012	Standard 2 - Budget, Fiscal, and Payroll Records; Standard 5 - Personnel Records - Issued August 29, 2013
County Sheriff's Office - Issued November 10, 2008	<u>Item 89 - Sexual Offender Records</u> - Issued September 28, 2009
<u>County Veterans Services</u> - Issued November 1, 2004	
<u>Local Education Agencies</u> - Issued February 19, 1999	Standard 1 - Administration and Management Records - Issued July 26, 1999
LME (Local Management Entity) Provider - Issued October 26, 2011	
LME (Local Management Entity) - Issued October 26, 2011	
<u>Public Hospitals</u> - Issued May 13, 2002	
Public Transportation Systems and Authorities - Issued April 1, 2006	
<u>Tax Administration</u> - Issued April 17, 2013	Standard 5 - Personnel Records; Standard 12 - Program Records: Business and Other Tax Records - Issued September 3, 2013
Water and Sewer Authorities and Sanitary Districts - Issued April 1, 2004	
Municipal Schedule - Issued September 10, 2012	Standard 4 - Budget, Fiscal, and Payroll Records; Standard 12 - Personnel Records - Issued August 29, 2013
Public Libraries Schedule - Issued October 12, 2009	
Regional Councils - Issued April 15, 2008	

Draft Schedules

These schedules are posted to allow local officials an opportunity to review it before it becomes an official retention and disposition schedule.

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County Management Records Retention Schedule Amendment

Amending the County Management Records Retention and Disposition Schedule published April 15, 2013.

STANDARD 4. BUDGET, FISCAL AND PAYROLL RECORDS

Amending item 32 Escheat and Unclaimed Property File as shown on substitute page 25.

STANDARD 11. PERSONNEL RECORDS

Amending item 19 Employee Eligibility Records as shown on substitute page 76.

APPROVAL RECOMMENDED

Chief Administrative Officer/ County Manager		Sarah E. Koonts, Director Division of Archives and Records
	APPROVED	
	23	Sum Cl. Kleittz
Chairman, Bd. County Commissioners		Susan W. Kluttz, Secretary Department of Cultural Resources
		ž e

County/Region

August 28, 2013

ITEM #	STANDARD-4. BUDGET, FISCAL AND PAYROLL RECORDS			
I I EIVI #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION	
26.	DEBT FINANCING RECORDS Includes bank statements, reconciliation records, requisitions, and notices of principal and interest due.	Destroy in office 3 years after entire issuance has been satisfied.*	26 CFR 1.148- 5(d)(6)(iii)(E)	
27.	DEPOSITS	 a) Destroy in office official/audit copies after 3 years.* b) Destroy in office remaining records after 1 year. 	G.S. § 159-32	
28.	DETAIL REPORT FILE (FINANCIAL RECORDS FOR GENERAL FUND OR GENERAL LEDGER)	a) Destroy in office annual reports after 3 years.*b) Destroy in office all other reports after 1 year.		
29.	DIRECT DEPOSIT APPLICATIONS/AUTHORIZATIONS Includes related records such as bank account numbers and routing numbers.	Destroy in office when superseded or obsolete.	Comply with applicable confidentiality provisions of G.S. §132-1.10(b)(5) regarding personal identifying information.	
30.	DISTRICT INVESTMENT RECORDS	Destroy in office after 3 years.*		
31.	DONATIONS AND SOLICITATIONS	Destroy in office after 1 year.		
32.	ESCHEAT AND UNCLAIMED PROPERTY FILE	 a) Destroy in office after 10 years if report was filed prior to July 16, 2012.* b) Destroy in office after 5 years if report was filed after July 16, 2012.* 	Comply with applicable provisions of G.S. §116B-60 and §116B-73.	
33.	EXPENDITURE REPORTS	Destroy in office after 3 years.*		

^{*}See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page vi.

[†] See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

ITEM #	STANDARD-11. PERSONNEL RECORDS			
II LIVI #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION	
18.	EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM RECORDS Includes records requesting tuition assistance, repayments, and other related records. See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.	Destroy in office 3 years after completion, denial, repayment, or removal from program.*		
19.	EMPLOYEE ELIGIBILITY RECORDS Includes the United States Immigration and Naturalization Services, Employment Eligibility Verification (I-9) forms.	 a) Destroy in office certificates, I-9 forms, and statements, 3 years after individual was hired or 1 year from date of separation, whichever occurs later. b) Destroy in office registers after 2 years. 	8 USC 274a.2	
20.	See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83.	Destroy in office after 1 year.		
21.	EMPLOYEE HEALTH CERTIFICATES Includes health or physical examination reports, or certificates created in accordance with Title VII and the Americans with Disabilities Act (ADA).	 a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 83. b) Destroy in office all other records 2 years after resolution of all actions. 		

^{*}See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page vi.

[†] See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

Register of Deeds Records Retention Schedule Amendment

Amending the Register of Deeds Records Retention and Disposition Schedule published October 10, 2012.

STANDARD 2. BUDGET, FISCAL, AND PAYROLL RECORDS

Amending item 26 Escheat and Unclaimed Property File as shown on substitute page 17.

STANDARD 5. PERSONNEL RECORDS

Amending item 18 Employee Eligibility Records as shown on substitute page 39.

Amending items 36 Family Medical Leave Act (FMLA) Records, 45 Leave File, and 46 Leave Without Pay File as shown on substitute pages 45 and 47.

APPROVAL RECOMMENDED

Register of Deeds	_	Sarah E. Koonts Sarah E. Koonts, Director Division of Archives and Records
	APPROVED	
Chairman Board of County Commissioners		Susan W. Kluttz, Secretary Department of Cultural Resources
August 29, 2013	Cou	nty

ITENA #	STANDARD-2: BUDGET, FISCAL AND PAYROLL RECORDS				
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION		
18.	CREDIT CARD AND DEBIT SLIPS Records of payments received from customers in the transaction of county business.	Destroy in office after 3 years.*			
19.	CREDIT CARD USE FILE	Destroy in office after 1 year.*			
20.	DAILY CASH REPORTS Daily status of cash. Reports include receipts, disbursements, cash and invested balances.	Destroy in office after 1 year.*			
21.	DAILY DETAIL REPORTS	Destroy in office after 1 year.*			
22.	DEPOSITS	a) Destroy in office official/audit copies after 3 years.*b) Destroy in office remaining records after 1 year.	G.S. § 159-32		
23.	DETAIL REPORT FILE (FINANCIAL RECORDS FOR GENERAL FUND OR GENERAL LEDGER)	a) Destroy in office annual reports after 3 years.*b) Destroy in office all other reports after 1 year.			
24.	DIRECT DEPOSIT APPLICATIONS/AUTHORIZATIONS Includes related records such as bank account numbers and routing numbers.	Destroy in office when superseded or obsolete.	Comply with applicable confidentiality provisions of G.S. §132-1.10(b)(5) regarding personal identifying information.		
25.	DISTRICT INVESTMENT RECORDS	Destroy in office after 3 years.*			
26.	ESCHEAT AND UNCLAIMED PROPERTY FILE	 a) Destroy in office after 10 years if report was filed prior to July 16, 2012.* b) Destroy in office after 5 years if report was filed after July 16, 2012.* 	Comply with applicable provisions of G.S. §116B-60 and §116B-73.		

^{*}Records may be disposed of following minimum retention period only if released from audits or other official action (excluding litigation). If applicable, see Litigation Case File, STANDARD-1. ADMINISTRATIONAND MANAGEMENT RECORDS, item30.

^{**}Records in this series that are more than 60 years old, or have severe conservation concerns, may be offered to the State Archives of North Carolina for Permanent transfer.

[†] See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

ITCN#	STANDARD-5. PERSONNEL RECORDS		
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.	EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM RECORDS Includes records requesting tuition assistance, repayments, and other related records. See also PERSONNEL RECORDS (OFFICIAL COPY) item 50, page 48.	Destroy in office 3 years after completion, denial, repayment, or removal from program.*	
18.	EMPLOYEE ELIGIBILITY RECORDS Includes the United States Immigration and Naturalization Services, Employment Eligibility Verification (I-9) forms.	 a) Destroy in office certificates, I-9 forms, and statements, 3 years after individual was hired or 1 year from date of separation, whichever occurs later. b) Destroy in office registers after 2 years. 	8 USC 274a.2
19.	See also PERSONNEL RECORDS (OFFICIAL COPY) item 50, page 48.	Destroy in office after 1 year.	×
20.	EMPLOYEE HEALTH CERTIFICATES Includes health or physical examination reports, or certificates created in accordance with Title VII and the Americans with Disabilities Act (ADA).	 a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 50, page 48. b) Destroy in office all other records 2 years after resolution of all actions. 	29 CFR 1602.31

^{*}Records may be disposed of following minimum retention period only if released from audits or other official action (excluding litigation). If applicable, see Litigation Case File, STANDARD-1. ADMINISTRATIONAND MANAGEMENT RECORDS, item30.

^{**}Records in this series that are more than 60 years old, or have severe conservation concerns, may be offered to the State Archives of North Carolina for Permanent transfer.

[†] See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

ITEM #	STANDARD-5. PERSONNEL RECORDS		
II EIVI #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
35.	EQUAL PAY RECORDS Includes reports, studies, aggregated or summarized data, and similar documentation compiled to comply with the Equal Pay Act.	Destroy in office after 2 years.	29 CFR 1620.32
36.	FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS Records concerning leave taken, premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over FMLA and other related records.	Item discontinued. See LEAVE FILE , item 45, page 47.	
37.	FRINGE BENEFITS FILE	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after	
38.	GRIEVANCE FILE Includes initial complaint, investigations, actions, summary, and disposition. May include disciplinary correspondence, including email. See also DISCIPLINARY FILE item 10, page 36 and PERSONNEL RECORDS (OFFICIAL COPY) item 50, page 48.	Destroy in office after 2 years.	

^{*}Records may be disposed of following minimum retention period only if released from audits or other official action (excluding litigation). If applicable, see Litigation Case File, STANDARD-1. ADMINISTRATIONAND MANAGEMENT RECORDS, item30.

^{**}Records in this series that are more than 60 years old, or have severe conservation concerns, may be offered to the State Archives of North Carolina for Permanent transfer.

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1750.4	STANDARD-5. PERSONNEL RECORDS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION 29 CFR 825.110(b)(2)(i) 29 CFR 825.500(b)	
45.	Records concerning employee leave, including requests for and approval of sick, vacation, overtime, buy-back, shared, donated, military, etc. Includes premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over the Family Medical Leave Act (FMLA), and other related records.	Destroy in office 3 years after return of employee or termination of employment.*		
46.	LEAVE WITHOUT PAY FILE	Item discontinued. See LEAVE FILE , item 45, page 47.		
47.	LONGEVITY PAY REQUESTS	Destroy in office when released from all audits.		
48.	MERIT AND SENIORITY SYSTEM RECORDS	a) Destroy in office employee-specific records after 3 years.b) Destroy in office system and plan records 1 year after no longer in effect.	29 CFR 1627.3	
49.	PERSONNEL ACTION NOTICES Records used to create or change information in the personnel records of individual employees concerning such issues as hiring, termination, transfer, pay grade, position or job title, name change and leave.	a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 50, page 48. b) Destroy in office all remaining records 2 years from date record was created, received, or the personnel action involved.		

^{*}Records may be disposed of following minimum retention period only if released from audits or other official action (excluding litigation). If applicable, see Litigation Case File, STANDARD-1. ADMINISTRATIONAND MANAGEMENT RECORDS, item30.

^{**}Records in this series that are more than 60 years old, or have severe conservation concerns, may be offered to the State Archives of North Carolina for Permanent transfer.

[†] See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

Tax Administration Records Retention Schedule Amendment

Amending the Tax Administration Records Retention and Disposition Schedule published April 17, 2013.

STANDARD 5. PERSONNEL RECORDS

Amending item 19 Employee Eligibility Records as shown on substitute page 36.

STANDARD 12. PROGRAM RECORDS: BUSINESS AND OTHER TAX RECORDS

Adding item 3 Excise Tax Records as shown on substitute pages 72 and 73.

APPROVAL RECOMMENDED

Chief Administrative Officer/ County Manager	Sarah E. Koonts, Director Division of Archives and	•
	APPROVED	
Chairman, Bd. County Commissioners	Susan W. Kluttz, Secretar Department of Cultural F	
September 3, 2013	County/Region	

ITEM #								
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION					
18.	EMPLOYEE EDUCATIONAL ASSISTANCE PROGRAM RECORDS Includes records requesting tuition assistance, repayments, and other related records. See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 43.	Destroy in office 3 years after completion, denial, repayment, or removal from program.*						
19.	EMPLOYEE ELIGIBILITY RECORDS Includes the United States Immigration and Naturalization Services, Employment Eligibility Verification (I-9) forms.	 a) Destroy in office certificates, I-9 forms, and statements, 3 years after individual was hired or 1 year from date of separation, whichever occurs later. b) Destroy in office registers after 2 years. 	8 USC 274a.2					
20.	See also PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 43.	Destroy in office after 1 year.						
21.	EMPLOYEE HEALTH CERTIFICATES Includes health or physical examination reports, or certificates created in accordance with Title VII and the Americans with Disabilities Act (ADA).	 a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 45, page 43. b) Destroy in office all other records 2 years after resolution of all actions. 	29 CFR 1602.31					

^{*}See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page vi.

[†] See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

STANDARD-12. PROGRAM OPERATIONAL RECORDS: BUSINESS AND OTHER TAX RECORDS. Records received and created by county tax offices in order to meet all statutory requirements. Comply with applicable provisions of G.S. §153A-148.1 regarding confidentiality of local tax records that contain information about a taxpayer's income or gross receipts.

ITEM #	STANDARD-12. FRO	OGRAM RECORDS: BUSINESS AND OTHER TAX RECORDS	
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ANIMAL LICENSE RECORDS Records concerning the payment of license fees.	Destroy in office after 3 years.*	
2.	BEER AND WINE LICENSE TAX RECORDS Issuance and payment records concerning licenses to sell alcohol.	Destroy in office 3 years after expiration.*	G.S. §105-113.78 G.S. §105-113.88
3.	EXCISE TAX RECORDS Records concerning the assessing and collecting of excise taxes, including land transfer taxes.	Destroy in office after 3 years.*	
4.	GOING-OUT-OF-BUSINESS LICENSES Licenses granted to business to hold going out of business, water and smoke damage, and distress sales.	Destroy in office 1 year after expiration.	G.S. §66-77
5.	HEAVY EQUIPMENT TAX	Destroy in office after 3 years.*	
6.	MOTOR VEHICLE RENTAL TAX	Destroy in office after 3 years.*	
7.	PREPARED FOOD AND BEVERAGE TAX	Destroy in office after 3 years.	G.S. §160A-480.3

^{*}See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page vi.

[†] See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

ITEM #								
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION					
8.	PRIVILEGE LICENSE CITATION RECORDS Records documenting citations issued by license inspectors for non-compliance with business license requirements.	Destroy in office after 3 years.						
9.	PRIVILEGE LICENSES Records documenting the county's issuance of business privilege and license renewal notices, receipts, and periodic reports.	Destroy in office 3 years after license expires.	G.S. §105-33 G.S. §105-37.1 G.S. §105-38.1 G.S. §105-40 G.S. §105-105					
10.	ROOM OCCUPANCY TAX	Destroy in office after 3 years.	G.S. §160A-480.3					

^{*}See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page vi.

[†] See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends." Please use the space provided.

COUNTY OF CUMBERLAND

NORTH CAROLINA



WHEREAS, the Fayetteville Regional Chamber of Commerce is dedicated to educating high school students about local government through the annual Youth Leadership Fayetteville Government Day; and,

WHEREAS, obtaining knowledge about government and participating in government are significant aspects of building leadership; and

WHEREAS, the Fayetteville Regional Chamber of Commerce values government and its contributions to the quality of life in our community and includes government in their Youth Leadership Fayetteville annual curriculum; and

WHEREAS, Cumberland County, with an estimated population of 324,000, provides leadership opportunities through elected seats and 37 volunteer citizen boards; and

WHEREAS, strong leadership promotes Cumberland County's vision to grow as a regional destination for employment, economic development, commerce and cultural pursuits; and

WHEREAS, the Youth Leadership Fayetteville Class of 2013 represents future strong and capable leadership for our great county.

NOW, THEREFORE, the Board of Commissioners of Cumberland County, hereby proclaims October 17, 2013 to be "YOUTH LEADERSHIP FAYETTEVILLE GOVERNMENT DAY" in Cumberland County and commends this observance to our citizens.

Adopted this 7th day of October, 2013.

JIMMY KEEFE, Chairman Cumberland County Board of Commissioners

ITEM NO. _ 2G

2013 National Red Ribbon Campaign

WHEREAS, gun violence, alcohol, and drug abuse have been identified as significant dangers to young people and our communities today; and

WHEREAS, violence and substance abuse among the nation's youth have emerged as some of the nation's greatest threats to a healthy lifestyle among our young people; and

WHEREAS, the National Family Partnership for a Drug-free North Carolina and the C.A.R.E.S Coalition (Coalition for Awareness, Resources, and Education of Substances) are sponsoring the local Red Ribbon Campaign, October 23 through October 31, 2013, which offers community members the opportunity to display their commitment to a drug-free lifestyle by wearing a red ribbon; and

WHEREAS, Local government, businesses, law enforcement, school systems, citizens, and students will express their commitment to a lifestyle free of youth substance usage by signing the Red Ribbon Pledge and by wearing a red ribbon during the campaign.

NOW, THEREFORE, the Board of Commissioners of Cumberland County PROCLAIMS the week of October 23-31, 2013 "Red Ribbon Week" and encourages all citizens to take active roles in preventing substance abuse and gun violence among youth in our communities during these dates and indeed, throughout the year.

Adopted this 15th day of October, 2012

Chairman, Cumberland County Board of Commissioners

COUNTY OF CUMBERLAND

NORTH CAROLINA



WHEREAS, the health and well-being of our citizens is of primary concern for the County of Cumberland; and

WHEREAS, promoting safer, healthier diets is a critical factor in improving citizens' overall health; and

WHEREAS, local agriculture benefits the local economy; and

WHEREAS, expanding access to healthy food is of importance to producers, consumers and our local food security.

NOW, THEREFORE, the Board of Commissioners of Cumberland County do hereby proclaim Thursday, October 24, 2013 as

HEALTHY FOOD DAY

in the County of Cumberland, and urge all citizens to recognize the importance of healthy foods.

Adopted this 7th day of October, 2013.

Jimmy Keefe, Chairman Cumberland County Board of Commissioners

Budget Office Use

Budget Revision No. Date Received

Date Completed

				Date Com	ipieteu	
Fund No.			Organ. No4318			- (.)
Organiza	tion Name:	Health Promotion		ITEM	1 NO 2]	[(1)a
			REVENUE			
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budge
990) 7670		Fund Balance Misc- Wolfe Mini Grant		u i	1,475 5,000	* *
			Total) -	6,475	
			EXPENDITURES			
Object Code	APRs Unit	Description		Current Budget	Increase (Decrease)	Revised Budget
4122	191	Wolfe Mini Grant		4	6,475	6,475
u		*	Total	÷	6,475	6,475
	h Department	was awarded a Wolfe Mini Gr spent Wolfe Mini Grant funds		to be spent on	a Baby Store Proje	ect. Also,
Funding S State: Other:		Federal: Fees:	und Balance: County: New: Prior Year: 1,47	75	Other:	
Submitted	IBY: M	Department Head	Date: 9 26 13	K.	Approved By:	
Reviewed	w v	Finance AMIL MILLAN	Date:/0.1.13		unty Manager	ate:
Reviewed		Deputy/Assistant County M	Date: 10 2 3 3 3 3 3 3 3 3 3		ard of County mmissioners Da	ate:

Deputy/Assistant County Mgr

Budget Office Use

Budget Revision No.

Date Received

Date Completed

Commissioners

Fund No.	101	_Agency No431	Organ. No.	4329		27	-(1)/
Organizat	tion Name:	Adult Health			I I EIVI I	$NO. \underline{aI}$	(1)6
			REV	ENUE			
Revenue Source Code		Description		4	Current Budget	Increase (Decrease)	Revised Budget
9903		Fund Balance		*/	25,872	15,500	41,372
					4		
				Total	-	15,500	
			EXPEN	DITURES			
Object Code	APRs Unit	Description			Current Budget	Increase (Decrease)	Revised Budget
3390	241	Contracted Services			56,225	15,500	71,725
	18	*		Total	56,225	15,500	71,725
Departmen	be used to pa nt of Public H	ay Locum Tenen Agency ealth and Physician Solu I the Physician III-A perm	tions, Inc. Dr. M	oore began wor	king at the Heal		
Funding S State: Other:	ource:	Federal: Fees:	Fund Balanc County:	e: New: Prior Year: 15,	500	Other: _	
Submitted	ву:	Ann & And Department I		ate:9/26/13		Approved By:	
Reviewed	By: K	A Finance		ate:/0·/-13	Co	unty Manager	Date:
Reviewed	By:) <u> </u>	ate: 10/2/13	Bo	ard of County	

Budget Office Use

Budget Revision No.

B14-103

Date:

County Manager

Board of County

Commissioners

Date Received

9/11/2013

				Date Com	pleted	
Fund No. Organizat	252 ion Name	Agency No. 452 Organ. Eastover Sanitary District	No. 4517	ITEM	NO. 2I	(2)
			REVENUE			
Revenue Source Code		Description		Current Budget	Increase (Decrease)	Revised Budget
9901		Fund Balance Appropriated		23,874	74,500	98,374
			Total	23,874	74,500	98,374
		E	KPENDITURES	Accepted the second		
Object Code	Appr Unit	Description		Current Budget	Increase (Decrease)	Revised Budget
3757	688	Facility Investment Fee		0	74,500	74,500
	*					
×		5	Total	0	74,500	74,500
as stipulate been grant Agreement threshold of gpd in the	budget fund in the Verena in t	unds to pay PWC the required Factor Wholesale Sewer Agreement with IF credit for 100,000 gpd capacited and the pay additional FIF in incremental plowing this payment, the District wote: FIF is an additional charge over sewer capacity in the EAM).	PWC. (Cost is \$2.9 by in the Eastover A nents of 25,000 gpd o vill have paid (credits	8 x 25,000 gpd Approach Main once the usage and cash) the	= \$74,500). ESD I (EAM). The Who of the existing capa FIF on a total capac	nas previously blesale Sewer city reaches a city of 125,000
Funding So State: Other:		Fund Ba Federal: Count Fees:		W - C	Other:	
Submitted	Ву:	Department Head	Date:	(6)	Approved By:	
Reviewed I	十 ミギシ <i>—</i>	Bob Jucker	Date: <u>9/11/13</u>		Dat	te:

Date:

Finance Department

Deputy / Asst County Mgr

Reviewed By:

Budget Office Use

Budget Revision No. **Date Received**

Date Completed

449

Agency No. 450 Organ. No.

Organization Name: Community Development - PATH Program

ITEM NO. 2I(3)a

			RE	VENUE			
Revenue Source Code		Description	ses		Current Budget	Increase (Decrease)	Revised Budget
4205		NC PATH Grant	æ	W	192,098	10,110	202,208
×	ř					is:	
	8						
				Total	192,098	10,110	202,208
			EXPE	NDITURES			
Object Code	Appr Unit	Description			Current Budget	Increase (Decrease)	Revised Budget
2510	· 784	Fuel Vehicle			140	3,000	3,000
2601	784	Office Supplies	66			1,000	1,000
3438	784	M/R Vehicles				3,000	3,000
3445 3470	784 784	Telephone Travel			700	1,000 1,110	1,000
3474	784	Training	g (E)		500	1,000	1,810 1,500

Justification:

Funding Source: State: × Other:	Fund Ba		Other:
Submitted By:	Sulnw AM RIM Department Head	Date: 9/16/15	Approved By:
Reviewed By: _	Finance	Date: 9/18/13	Date: County Manager
Reviewed By:	Deputy/Assistant County Mgr	Date: 19213	Board of County Commissioners Date:

Total

1,200

10,110

11,310

To increase the grant budget based on the actual grant funds awarded to the PATH program for FY 2013-14.

Budget Office Use

Budget Revision No.

Date Received **Date Completed**

Fund No. 448 Agency No. 450 Organ. No. 4589 Organization Name: Community Development - SHP

2I(3)6 ITEM NO.

			REVE	ENUE			
Revenue Source Code	8	Description	*	+	Current Budget	Increase (Decrease)	Revised Budge
4535		HUD Continuum of Care Gr	ant (CoC)		138,865	114,979	253,844
9901		Fund Balance Approp	21	3	40,000	20,207	60,207
		÷	(40)		*		2000年
				Total	178,865	135,186	314,051
			EXPEND	ITURES			
Object Code	Appr Unit	Description	8	6	Current Budget	Increase (Decrease)	Revised Budget
341N 341U 341Z	781 781 781	Homesless Services Robin's Meadow - FMHA Safe Homes	·		40,000 85,817 53,048	20,207 73,761 41,218	60,207 159,578 94,266
		189		Total	178,865	135,186	314,051

Funding Source: State: Other:		Balance: inty: New: Prior Year: X	Other:	
Submitted By:	Sullio Al No Mariant Head	Date: 9/30/3	Approved By:	
Reviewed By:	Finance	Date: 10/1/13	Date:Date:	
Reviewed By:	Deputy/Assistant County Mgi	Date:/0/2/13	Board of County Commissioners Date:	×

Walter Clark, Chair Cumberland County

Patricia Hall, Vice-Chair Town of Hope Mills

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



Planning & Inspections Department

Thomas J. Lloyd, Director

Cecil P. Combs, Deputy Director

Vikki Andrews, Diane Wheatley, Carl Manning, Cumberland County

Benny Pearce, Town of Eastover

Donovan McLaurin, Wade, Falcon & Godwin

September 25, 2013

ITEM NO. MEMORANDUM - BOARD OF COMMISSIONERS MEETING

7

TO:

BOARD OF COUNTY COMMISSIONERS

FROM:

TOM LLOYD, DIRECTOR OF PLANNING AND INSPECTIONS

THRU:

JAMES MARTIN, COUNTY MANAGER

AMY CANNON, DEPUTY COUNTY MANAGER

SUBJECT:

PUBLIC HEARING FOR THE ANNUAL ROAP GRANT

BACKGROUND:

According to the attached memo from our Transportation Program Coordinator, the NCDOT deadline for our yearly application for ROAP funds is October 18, 2013. The required Public Hearing has been advertised in the Fayetteville Observer on Monday, September 23, 2013 and in the Acento Latino on Tuesday, September 24, 2013 for the Board's October 7, 2013 9:00 A.M. meeting. This application may be inspected at the Historic County Courthouse located at 130 Gillespie Street from 8:00 am to 4:00 pm, Monday thru Friday.

This Grant incorporates three parts of the Community Transportation Program as described in the memo and attached application.

RECOMMENDATION:

Review the attached application and conduct a Public Hearing on October 7, 2013.

PROPOSED ACTION

Conduct the Public Hearing and approve the FY 2014 Application for ROAP grant funds.

ATTACHMENTS

FY 2014 Rural Operating Assistance Program (ROAP) Grant Application

Glenda Dye Vice Chairman

OF CUMBERS OF COMMENTS OF COMM

Kristine Wagner Transportation Coordinator

CUMBERLAND COUNTY

TRANSPORTATION ADVISORY BOARD

September 25, 2013

MEMORANDUM

To:

Thomas Lloyd, Planning & Inspections Director

From:

Kristine Wagner, Transportation Program Coordinator

Subject:

FY 2014 ROAP Application

Enclosed you will find the FY 2014 Rural Operating Assistance Program Grant Application and all supporting documentation. It is requested that the Public Hearing be held on October 7, 2013 at the 9:00 am Commissioners' Meeting. The required Public Hearing has been advertised in the Fayetteville Observer on Monday, September 23, 2013 and in the Acento Latino on Tuesday, September 24, 2013. In addition to holding the Public Hearing on that date, it is requested that the Board of Commissioners approve the application as presented. The due date for the project to be turned in to the NCDOT Public Transportation Division is October 18, 2013.

The ROAP Grant incorporates three parts of the Community Transportation Program, the Elderly and Disabled Transportation Assistance Program (EDTAP) allotment, the Employment Transportation Assistance Program (EMPL) allotment and the Rural General Public Program (RGP) allotment. The total awarded amount for the FY 2014 ROAP Grant is \$375,952. The breakdown of funding is as follows: EDTAP: \$150,182, EMPL: \$90,719, and RGP: \$135,051.

There is no local match required for the EDTAP or EMPL funds. RGP funds do require a 10% local match. A fare will be charged in order to cover the 10% local match.

If you have any questions or if I can be of further assistance please contact me.

Thank you.

Public Hearing Notice

This is to inform the public of the opportunity to attend a public hearing on the proposed Rural Operating Assistance Program (ROAP) application to be submitted to the North Carolina Department of Transportation no later than October 18, 2013 by the county of Cumberland. The public hearing will be held on October 7, 2013 at 9:00 am at the Cumberland County Board of Commissioners meeting in the County Courthouse located at 117 Dick Street. Cumberland County will provide auxiliary aids and services under the ADA for disabled persons who wish to participate in the hearing. Anyone requiring special services should contact Ms. Kristine Wagner as soon as possible so that arrangements can be made. The programs included in the Rural Operating Assistance Program application are:

- Elderly & Disabled Transportation Assistance (EDTAP) Program provides operating assistance for the public transportation of elderly and disabled citizens.
- Employment Transportation Assistance Program provides operating assistance for the public transportation of persons with employment related transportation needs.
- 3. Rural General Public (RGP) Program provides operating assistance for the public transportation of persons living in non-urban areas of the county.

The period of performance for Rural Operating Assistance Program funds is <u>July 1, 2013</u> through June 30, 2014. The FY 2014 ROAP individual program totals are:

PROGRAM	TOTAL	
EDTAP	\$150,182	
EMPL	\$90,719	
RGP	\$135,051	
TOTAL	\$375,952	

This application may be inspected at the Historic County Courthouse located at 130 Gillespie Street from 8:00 am to 4:00 pm, Monday thru Friday. Written comments should be directed to Ms. Kristine Wagner, Transportation Program Coordinator, 130 Gillespie Street, Fayetteville, NC 28301, before September 30, 2013.

Comunicado publico

Este llamado es para invitar a la comunidad a asistir a la audiencia pública sobre la propuesta para someter una aplicación del programa Rural Operating Assistance Program (ROAP) al Departamento de Transporte de Carolina del Norte para el condado de Cumberland. Las aplicaciones se aceptarán hasta el 18 de octubre del 2013. La audiencia pública se llevara a cabo el 7 de octubre del 2013 a las 9:00 am durante la reunión de los Comisionados del condado de Cumberland en el Palacio de Justicia ubicado en la calle 117 Dick Street. El Condado de Cumberland proveerá ayuda y servicios auxiliares bajo el programa "ADA" a aquellas personas discapacitadas que deseen participar en la audiencia. Alguna otra persona que requiera de estos servicios especiales deberá contactar a la señora Kristine Wagner lo antes posible para hacer los arreglos necesarios.

Los programas incluidos en la aplicación para el programa "Rural Operating Assistance Program" son:

- Programa "Elderly & Disabled Transportation Assistance (EDTAP)", es un programa que proveerá asistencia para la transportación público de ancianos y ciudadanos discapacitados.
- El programa "Employment Transportation Assistance Program" es un programa que proveerá asistencia de transportación público para aquellas personas empleadas que carecen de un medio de transporte.
- Los fondos del programa "Rural General Public (RGP)" es un programa que proveerá asistencia de transportación público para aquellas personas que viven en áreas rurales.

El periodo de cumplimiento de los fondos del programa "Rural Operating Assistance Program" se llevará a cabo desde el <u>1 de julio del 2013 hasta el 30 de junio del 2014</u>. Los totales de cada programa del año fiscal 2013 son:

PROGRAMA	TOTAL
EDTAP	\$150,182
EMPL	\$90,719
RGP	\$135,051
TOTAL	\$375,952

Esta aplicación puede ser examinada en el Histórico Palacio de Justicia del Condado de Cumberland ubicada en la calle 130 Gillespie Street des de las 8:00am hasta las 4:00 pm de lunes a viernes. Si tiene algún comentario por escrito, envíelo a la Sra. Kristine Wagner, 130 Gillespie St., Fayetteville, NC 28301, antes del 30 de septiembre del 2013.

FY2014 ROAP Sub-Allocation Worksheet

	Elderly and Disabled Transportation Assistance Program Proposed		Employment Transportation Assistance Program Proposed		Rural General Public Transportation Proposed	
Agencies Receiving Sub-Allocations						
	Amount of request to be suballocated	Number of One Way Passenger Trips	Amount of request to be suballocated	Number of One Way Passenger Trips	Amount of request to be suballocated	Number of One Way Passenger Trips
Community Transportation Program	\$145,182	6481	\$89,869	4437	\$135,051	6838
Service Source (Empl Source)	\$5,000	1200	\$0		\$0	
DSS Work First	\$0		\$850	200	\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
TOTAL AMOUNT	\$150,182	7681	\$90,719	4637	\$135,051	6838

Assessed Baselides Sub Allesediese	EDTAP	EMPL	RGP	
Agencies Receiving Sub-Allocations	Avg Cost of Trip	Avg Cost of Trip	Avg Cost of Serv	
Community Transportation Program	\$22.40	\$20.25	\$19.75	
Service Source (Empl Source)	\$4.16	\$0.00	\$0.00	
DSS Work First	\$0.00	\$4.25	\$0.00	
	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	

Cumberland	County
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JAMES E. MARTIN County Manager

AMY H. CANNON Deputy County Manager



JAMES E. LAWSON Assistant County Manager

ITEM NO. 4

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2013

MEMORANDUM

TO:

BOARD OF COMMISSIONERS

FROM:

JAMES E. MARTIN, COUNTY MANAGER

DATE:

SEPTEMBER 25, 2013

SUBJECT:

PRESENTATION BY MR. MARK CULBRETH OF THE

CUMBERLAND COUNTY SCHOOL SYSTEM ON THE

"READING ROCKS" PROGRAM

Mr. Mark Culbreth, of the Cumberland County School System will be attending the October 7, 2013 Board of Commissioners meeting to make a presentation on the "Tremendous Tenth Year" Reading Rocks! Walk-a-thon which is scheduled for Saturday, October 19, 2013.

/cp

Attachment

CM092513-1



ALICIA S. CHISOLM, CHAIR GREG WEST, VICE CHAIR MICHAEL BOOSE KIMBERLY P. FISHER MACKY HALL P.O. Box 2357 Fayetteville, North Carolina 28302 910-678-2300

LARRY LANCASTER JAMES A. MCLAUGHLIN CARRIE SUTTON SUSAN WILLIAMS

DR. FRANK TILL SUPERINTENDENT

September 23, 2013

Mr. Jimmy Keefe Chairman, Cumberland County Board of Commissioners P.O. Box 1829 Fayetteville, NC 28302

Ref: Reading Rocks Walk-a-thon

Dear Chairman Keefe:

This year Cumberland County Schools, in partnership with the Cumberland County Education Foundation, is pleased to announce our "Tremendous Tenth Year" Reading Rocks! Walk-a-thon on October 19, 2013 at 9:00 a.m. in Festival Park, Downtown Fayetteville. Last year law enforcement officials estimated that over 15,000 walkers participated, and over \$245,000 was raised by our schools and donated by many generous sponsors. All money has gone directly back to our schools to support literacy efforts throughout our school system. Our slogan for this year is "Tremendous Tenth Year...20,000 Walkers!"

The Cumberland County Schools have consistently enjoyed the support of the Cumberland County Board of Commissioners, and we know you will want to be involved in this event if your schedule allows. Please accept our invitation to join us as local dignitaries on stage as we kick off this community-wide program. Please contact Vernessa Johnson at 910-678-2613 to let her know if you or other members of the Cumberland County Board of Commissioners will be able to attend.

On behalf of over 53,000 Cumberland County School students, we thank you for your support of our schools and hope to see you on October 19 as we celebrate literacy and its power to create an informed citizenry.

With warmest regards,

Mark Culbreth Member, *Reading Rocks* Walk-a-thon Planning Team

cc: James Martin



Mid-Carolina Rural Planning Organization

Bladen, Cumberland, Harnett & Sampson Counties

MEMORANDUM

To:

Cumberland County Board of Commissioners

From:

Joel Strickland, RPO Planning Director

Date:

September 24, 2013

Re:

Presentation of the Locally Coordinated Human Service Transportation Plan

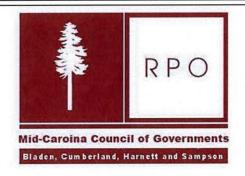
Background

The Locally Coordinated Human Service Transportation Plan develops a list of human service transportation needs where the current services leave off. The plan is required by the North Carolina Department of Transportation and must be updated every five (5) years. It is time for the plan to be updated; therefore the new plan must be approved by the County Commissioners in each of the four counties represented by the Mid-Carolina Rural Planning Organization. A public input meeting was held on April 18 with an attendance of 21 participants.

The Locally Coordinated Human Service Transportation Plan allows transportation agencies to apply for additional funding from the North Carolina Department of Transportation to address needs listed within the plan. Cumberland County received a \$400,000 grant in 2011 based upon the previous plan and has applied for an additional grant which is awaiting approval. The plan itself does not require any funding from the County; if the County decided to apply for a grant, a match would then be required. However, the grants that the Cumberland County Community Transportation Program have applied for use fare box revenue as the match, therefore not requiring Cumberland County to provide the money for the match.

Proposed Action: Approval

If you need further information, you can contact me at jstrickland@mccog.org or 323-4191 x.34.



Locally Coordinated Human Service Transportation Plan



2013

I. Background

Public Transportation in North Carolina

The provision of public transportation in the State of North Carolina began with the establishment of the Mass Transit Division of the Department of Transportation in 1974. The Division's mission was to "foster the development of intercity, intracity and rural public transportation in the state and administer federal and state transit grant programs." In 1979 the Mass Transit Division's name was changed to the Public Transportation Division, which currently administers nearly \$30 million in transit funding each year to more than 120 public transportation systems across the State.

There are four principal types of public transportation options offered in the State of North Carolina. They are: Human Service Transportation, Community Transportation, Urban Transit, and Regional Transit. Other transportation service options include Intercity Bus Services, Van/Car Pools, Amtrak Train Services and State-owned intercity passenger trains and State-operated passenger ferries.²

- Human Service Transportation Systems work with local human service agencies to transport clients for medical, educational, employment, or recreational needs. Eligible riders must be referred by a human service agency.
- Community Transportation Systems also provide transportation for human service clients, but due to federal funding regulations, must also offer services to the general public as well. Transportation types include; subscription rides, dial-a-ride and deviated fixed route services. Seventy-eight community transportation systems are operated in North Carolina.
- <u>Urban Transit Systems</u> in the State typically provides fixed route and dial-a-ride transportation services to the general public. These services must meet ADA requirements and sometimes include a van-pool service. The State supports 17 urban transit systems, four of which either have or is in the process of consolidating their urban and rural transportation systems.
- Regional Transit Systems are less common in the State. These operations offer fixed-route bus systems, commuter services and connect to surrounding counties and other transit systems. They also receive dedicated funding from sales and rental car taxes.

North Carolina's public transportation systems receive funding from Federal, State and local (match and fares) sources. The most prominent rural public transportation grants include the Federal TEA-21 Section 5310 and Section 5311 programs, which are incorporated into the NC Community Transportation Program (CTP), the Rural Operating Assistance Program (ROAP), and the Rural Capital Program. Federal and State funding sources are used to subsidize public transportation services.³

Call for Projects

Beginning in 2009, the Public Transportation Division of the North Carolina Department of Transportation solicited applications for US Department of Transportation Federal Transit Administration funds and state funds available through Section 5310, 5316, and 5317. All projects funded under the three programs have to be derived from a locally developed coordinated public transit-human service transportation planning process and included in an approved plan. Applicants must execute federal and state certifications and assurances, and successful applicants will enter into contract with the department to implement the project. With the changes in the new Map-21 Legislation, Section 5316 will be consolidated into Section 5311 and Section 5317 will be consolidated into 5310.

Federal Section 5310 – Elderly and Disabled Persons Program

¹ NC DOT Transitnet: http://www.ncdot.org/transit/transitnet/PublicInfo/AboutUs.html

² Regionalizing Public Transportation Services, Project 2002-11, NC DOT October 2002

³ Regionalizing Public Transportation Services, Project 2002-11, NC DOT October 2002

The objective of these funds is to provide transportation services that meet the special needs of elderly persons and persons with disabilities for whom mass transportation services are unavailable, insufficient or inappropriate. Special efforts shall be made in the planning and design of transportation facilities and services to assure elderly persons and persons with disabilities the availability of transportation that they can effectively utilize. The Public Transportation Division, through the Section 5310 Program, provides grants to nonprofit corporations and associations and public bodies approved by the state to coordinate services for elderly persons and persons with disabilities, or public bodies that certify to the Governor that no nonprofit corporation or association is readily available in an area to provide the service.

Funds are available for the purchase of vehicles and related capital equipment and for operating expenses.

Federal Section 5316 – Job Access and Reverse Commute (JARC) Program

The purpose of the JARC grant program is to assist in developing new or expanded transportation services such as shuttles, vanpools, guaranteed rides home or connector/feeder services that connect employees to jobs and other employee-related services. Job Access projects are targeted at developing new or expanded transportation services for welfare recipients and/or low-income persons. Reverse commute projects can provide transportation services to suburban or rural employment locations for all populations.

Funds are available for capital, planning and operating expenses that support the development and maintenance of transportation services designed to meet the intent of the program.

• Federal Section 5317 – New Freedom Program

The purpose of this program is to encourage services and facility improvements to address the transportation needs of persons with disabilities to go beyond those required by the Americans with Disabilities Act (ADA). New Freedom grants are intended to provide additional tools to overcome existing barriers facing persons with disabilities who are seeking integration into the work force and full participation in society. For the purpose of the New Freedom Program, "new" service is any service or activity that was not operational on August 10, 2005, and did not have an identified funding source as of August 10, 2005.

Funds are available to support the capital and operating costs of new public transportation service targeted toward people with disabilities or public transportation alternatives that go beyond those required by the ADA.

Plan Approach

Individual workshops to solicit input on Human Service Transportation needs were held in each of the four Mid-Carolina RPO counties in 2013. Letters and emails were sent out to interested parties announcing the workshops and advertisements were also placed in each county's local newspaper to encourage public participation.

As a part of the workshops, each attendee was asked to complete the attached survey to better understand the needs of each county. The survey is shown in Section II of this document.

Furthermore, each workshop included a time of group discussion and sharing on what additional needs that the group felt were unmet in their respective county. The needs were then recorded for everyone to see and the opportunity for each individual to vote on the most important needs was given. From there, the group discussed potential strategies for satisfying the needs that they decided upon.

This document is separated by counties. For each county, you will first see the Workshop Advertisement that was included in the local newspapers. After that is the summary of that counties' workshop to include the attendance, ranking of needs, strategies, and the survey results. After that is a brief description of the most up-to-date public transportation services which that county currently provides, which has been updated to reflect 2012-2013 information.

PUBLIC WORKSHOP TO DISCUSS AND IDENTIFY PUBLIC TRANSPORTATION NEEDS IN CUMBERLAND COUNTY

The public is invited to attend a <u>Cumberland County workshop to address</u> <u>transportation needs</u> for the transportation disadvantaged. This workshop will help identify the specific transportation needs for individuals with disabilities, older adults and persons with low incomes in order to improve the coordination of transportation services and increase the efficient use of public resources. The findings will be developed into a "Locally Coordinated Human Services Transportation Plan" for the four counties in the Mid-Carolina Transportation Planning Organization area (Bladen, Cumberland, Harnett and Sampson Counties).

DATE:

Thursday, April 18, 2013

TIME:

2:00 p.m.

PLACE:

Cumberland County Department of Social Services

Meeting Room C 1225 Ramsey Street Fayetteville, NC

This workshop is being hosted by the Mid-Carolina Rural Transportation Planning Organization, in cooperation with the Cumberland County Community Transportation Program, and the North Carolina Department of Transportation Public Transportation Division.

For additional information, contact Joel Strickland at the Mid-Carolina Council of Governments at jstrickland@mccog.org or (910) 323-4191 extension 34.

CUMBERLAND COUNTY WORKSHOP ATTENDANCE

K. Barnes, Grays Creek Baptist Church

Gloria Bradley, Citizen

Makkita Brown, Cumberland County Department of Social Services

Maurizia Chapman, Fayetteville Area Metropolitan Planning Organization

Alma Davis, Citizen

Mary J. Dixon, Citizen

Glenda Dye, Mid-Carolina Area Agency on Aging

Ken Dye, Council on Older Adults

Ifetayo Farrakhan, Department of Social Services

Phillip Hart, City of Fayetteville Traffic

Randy Hume, Fayetteville Area System of Transit

Lee Jernigan, City of Fayetteville

Terri Martin, Cumberland County

Rudy McMillan, Majestic Mobility

Anne Morrison, Citizen

Pam Presser, Fayetteville Area Metropolitan Planning Organization Citizens Advisory Committee

Mark Rowden, Savannah Baptist Church

Gilian Smith, Citizen

Kristine Wagner, Cumberland County Community Transportation Program

Vince Wagner, Cumberland County Mental Health

Dionne White, Harnett County Transit

CUMBERLAND COUNTY HUMAN SERVICE TRANSPORTATION NEEDS

The priority levels below are based on the amount of votes each need received at the workshop. The vote total is listed beside need in parenthesis.

High Priority Needs:

Bus routes in the Cedar Creek part of the County (8)

Creation of more regional transportation connections (8)

More bus service in Hope Mills and Grays Creek (7)

Cross-county employment transportation options (5)

More weekend service for the elderly and disabled clients (5)

More non-medical service for the elderly and disabled (5)

Medium Priority Needs:

More door to door service for the elderly and disabled (4)

Extended services on weekends (4)

More employment transportation from rural areas to the FAST Transfer Center (4)

More funding and staff for transportation services (4)

Elderly transportation to nutrition sites and recreation (4)

Route pickups and drop-offs at key destinations (4)

Low Priority Needs:

More sidewalks connecting to bus stops (3)

Central call station for all services (1)

Increased education for riders (1)

Improved service to the 28312 and 28391 zip codes (Cedar Creek and Stedman areas) for low-income populations and seniors (1)

Student and worker transportation needs throughout the day (1)

Sensitivity training for operators, drivers and dispatchers (1)

Customer service training program for companies providing transportation (1)

A one-stop facility to pick-up riders and drop them off at multiple locations (1)

The ability to add additional trips to requested trips as needed (1)

Fixed route service needs to be destination based (specific site to specific site) (1)

Service after 7 pm transporting to and from municipal meetings (1)

Active duty military transportation service (0)

Communication and coordination on services between providers and health agencies (0)

Increased diversity and representation on the Transportation Advisory Board (0)

Reduced costs of transit passes for low-income individuals (0)

More bike paths to transportation sites (0)

Veteran's dependency on children (0)

Ability for students to get to night classes or training (0)

Transportation for recreational opportunities (0)

Improved safety and security on busses and at stops (0)

Transportation statewide connecting the VA Hospitals (0)

Para-transit to and on the military base (0)

ADA Compliance and infrastructure (0)

Pedestrian bridges (0)

Connecting with Harnett County (0)

Straight line bus connecting Ramsey St, Raeford Rd, and Skibo Rd (0)

Advertising and outreach (0)

Coordinated services for veterans (0)

Extended hours of service (0)

CUMBERLAND COUNTY HUMAN SERVICE TRANSPORTATION POTENTIAL STRATEGIES OF IMPROVEMENT

- 1. Implement a regional transportation system
- 2. Connect transportation providers with Fort Bragg
- 3. Expand the homemaker program
- 4. Mobile advertising on buses
- 5. More staffing for providers
- Improve pedestrian access to transit
- 7. More education via presentations and workshops
- Create a call center where citizens can find out which organizations can provide them service based upon their needs
- 9. Maintain and expand existing non-medical transportation for elderly and disabled clients

CUMBERLAND COUNTY HUMAN SERVICE TRANSPORTATION SURVEY RESULTS

A total of twenty-five (30) persons participated in the survey. The score for each survey topic is listed to the right of the topic in red. The highest score possible was 120.

Service Related:

There is not enough public transportation service available (111)

There needs to be extended service hours (97)

There needs to be extended weekend and night service (97)

There needs to be extended serviced focusing on employment type trips (104)

There is a need to increase service to fill gaps in underserved area (104)

There is a need for coordination between transportation providers to provide cross-county trips (92)

There is a need for coordination between transportation providers to provide inter-county trips (95)

There is a need for a public transportation service to focus specifically on providing employment trips (94)

There is a need for a public transportation service to focus specifically on providing

shopping and recreation trips (81)

Too much advance planning is required in order to get transportation (71)

There is a need for increased/improved door to door service for the elderly and disabled population (103)

Education & Marketing/Customer Service:

There is a need for education on available services, programs and eligibility requirements (92)

There are communication issues I.e. language barriers, non existent web-site or difficult to find/use, inconsistent information provided (76)

There needs to be advertising of the various services to the elderly, low income and general public (94)

There is a need to market/increase participation on the Transportation Advisory Board (TAB) (79)

Agency Related:

There is a need for sustained support for coordinated transportation planning among elected officials, agency administrators, transportation providers and other community leaders (104)

Service providers need to be more "consumer friendly" (92)

There is a need for users to have the option to make reservations for service after business hours (75)

Agency staffing is too small to handle the number and complexity of issues that arise (85)

Other Comments:

- I am not aware of too many problems. I've only heard that ADA service is not easy to
 obtain and more vans are needed.
- Would like to address transportation needs and concerns for seniors living in the Eagles Nest assisted living complex on Indian Creek Rd. Pick up point is far away from the complex on Sloan St approx. ½ mile away
- Need to increase office staff to help coordinate and manage program. Way too much
 work and responsibility for current staffing pattern. Degree of complexity of work
 should be evaluated and jobs appropriately leveled and compensated Increase support
 staff.
- Better transportation for disability personnel. Personnel with vehicles such as handicap vans are paid a fee worthwhile for transporting clients to appointments.
- More expanded rural transportation. A transportation authority. More transportation to the disabled. Transportation to Duke & Chapel Hill for non DSS Client.
- More service/less lip service. More money for transportation.
- I would like to see a system of transportation comparable to those existing in major cities such as New York City.
- Expanded transportation that riders can rely on and make appointments, get to jobs
 and necessary shopping and medical appointments. Target those that don't meet
 Medicaid eligibility those that fall through the cracks and those that have scheduling
 issues. Safety, reliability and dependability are always an issue.
- Assistance to elderly & handicapped (disabled). On time service. One Stop shop concept.
- Safe, effective, efficient transportation options for citizens served.
- Transportation for all may it be city or county. Cumberland Co. is a big county with a lot
 of older persons without transportation. I receive calls every day from persons living in
 Hope Mills, Stedman, and Cedar Creek trying to find a way to town.

- The people in Fayetteville & Cumberland County who need transportation services will be fully informed as to what services are provided for them & how to access and utilize these services.
- Additional types of trips for elderly/disabled within community
- Safer transportation for elderly and disabled...I can't count the number of times I've seen a person in a wheelchair on a street without sidewalks.
- More public knowledge of services provided. More flexibility in problem solving available
 - to specific organizations and locations. This work shop is excellent and a great benefit for operation level personnel.
- Advice and ways we can improve our transportation policies to accommodate the underserved clients in Hope Mills/Cumberland County.
- Coordinated services garage of fast implementation. Also a steering committee and

Desired Results from the Plan:

- Extended service to key locations throughout the county while serving the needs of the
 community with service provided by the CTP. This service includes medical, pharmacy,
 school (Miller Motte, FTCC, FSU) Library, shopping for food and more volunteer
 services to hospitals, clinics, and museums.
- A better understanding of the various transportation needs and challenges we now face and also what we will now do to address funding concerns.
- I hope a program that will provide more education about services available. Maybe some type of program that would help the homeless.
- Realization of scope of task and appropriate utilization of resources. Must be based on need, not political influence and pet projects.
- Make it where the public will know how important it is to have transportation services and how important it is to keep transportation in the county and not outsource transportation services.
- Establish bus service through rural Cedar Creek in Fayetteville to serve ALL citizens in the community.
- A place that will allow all service providers the chance to offer our clients a variety of transportation options
- Moving toward the forever, pain stakingly one stop shop one phone number, one place regardless of which funding you face.
- Formation of a regional Transit Authority
- More opportunities for residents that live outside the city limits, more transportation.
- Focus on most pressing transportation gaps and issues. More interagency cooperation/coordination.
- Services provided to more citizens outside the ¾ mile of fixed route services.
- Quality Transit systems for current residents in our County, City and Towns plus for our grandchildren and visitors for years to come into the future. By tying this effort to the 2030 Transportation Improvement Plan (TIP) and also using Transit Oriented Development (TOD) techniques during planed housing and business development, this will ensure inter-connectivity and mobility of services. This directly supports a changing demographic in our County, City and Town's Wounded Warriors, Veterans and Exceptional Family Members with Disabilities and all other ADA requirements.
- One of my biggest problems is the County Transit running out of money and having to limit their clients' trips. This is when they will call Transit trying to get onto the ADA service we provide. Even if they do qualify, we would not be able to go to their home address if it is out of the ADA services area.
- Attention to our needs to show under these current financial constraints, we have needs
 that are being overlooked to provide adequate service. The need of the county and its

- citizens to be able to travel from one side of town in a reasonable time is great. On average it takes either too many buses to cross the city or one and half hours. If the CHSTP can see our needs, maybe we can be granted the funding to acquire more vehicles and personnel.
- I hope that this team will be able to provide more transportation services for a wide variety of clients. Especially for clients who need to get to and from medical appointments. I also hope that if services begin to have to charge the people that it's affordable for all who are in need of service.
- I would like to see better cooperation and coordination among human service agencies; especially those with an interest in serving the aging population. Transportation is a key factor in helping older adults maintain independence and as the population continues to grow older, so the need/demand for transportation services will continue to increase. Funding for increased capacity will always be an issue, so we must work together to get the biggest bang for the buck and to think creatively about how we can implement workable solutions beyond present funding levels.
- More efficient transportation services that will allow clients a wider range of
 opportunity to meet their community, employment, and mental health needs. Our
 clients here at C.R.E.S.T. have a severe need for ongoing transportation services in order
 to meet their particular service needs and due to the budget cuts and reduction of
 services and grants to support transportation programs they have suffered from the
 cutbacks as well.
- An agreement with transport providers that would allow some service alternatives when the county/state funds are limited and only allow certain number of day transport for working disabled. We must allow them to work as we would any other individual.

Current Cumberland County System

Cumberland County Community Transportation Program

ROUTE INFORMATION

Nutrition Routes

3 days a week - Monday through Friday

Participants travel in prearranged groups.

Operating Hours: between 8 a.m. and 5 p.m.

Spring Lake

Blue Street

Downing Road

Hope Mills Sunshine Center

Nutrition Routes are funded by Mid Carolina Area Agency on Aging (AAA). Passengers are not charged individual fares; however, participation in the cost share program is encouraged but not required. Services are provided by B & W Transportation.

Dialysis Transportation

5 days a week - Monday through Friday

Normally operates between 5 a.m. and 5 p.m. but can begin earlier if clients' schedules require

Demand Response - Service Area: Cumberland County

Dialysis routes are funded by the Rural Operating Assistance Program (ROAP) Grant through NC DOT and the Mid Carolina AAA Block Grant. Passengers are not charged individual fares, however, those transported with Mid Carolina Block Grant funds are encouraged but not required to participate in the cost share program. Services provided under the ROAP Grant are funded by the Elderly and Disabled Transportation Assistance Program (EDTAP) portion. The contracted vendors are FAMIKS, Inc. and B & W Transportation.

Medical Transportation

5 days a week - Monday through Friday

Operating Hours: between 8 a.m. and 5 p.m.

Demand Response - Service area: Cumberland County

Medical trips are funded by the ROAP Grant through NC DOT and the Mid Carolina AAA Block Grant. Passengers are not charged individual fares; however, those transported with Mid Carolina Block Grant funds are encouraged to participate in the cost share program. Services provided under the ROAP Grant are funded by the Elderly and Disabled Transportation Assistance Program (EDTAP) portion. The contracted vendors are FAMIKS, Inc and B & W Transportation.

Rural General Public

5 days a week – Monday through Friday

Operating Hours: between 5 a.m. and 8 p.m.

RGP Routes are available for Medical, Grocery, School, and Work trips for rural residents. The service is \$2.25 per one way trip and is supplied by B & W Transportation.

Employment Transportation

5 days a week - Monday through Friday

Operating Hours: between 5 a.m. and 8 p.m.

Employment Transportation is provided for individuals going to Work or School and do not have access to Transit Services. The trips are \$2.25 per one way trip and are supplied by Majestic Mobility.

Elderly and Disabled Services

5 days a week - Monday through Friday

Operating Hours: between 5 a.m. and 8 p.m.

Elderly and Disabled Services are provided for non-medical trips also at a rate of \$2.25 per one way trip. This includes Grocery Shopping, Work, and School trips and is supplied by FAMIKS, Inc and B & W Transportation.

Fleet Description (Types of Vehicles, Capacity and Special Accessories):

The Cumberland County Community Transportation Program provides services that are contracted. All vehicles meet ADA requirements.

Overall Hours of Operation: 5:00 am to 8:00 pm, Monday through Friday

Contact Information:

Rural Services:
Kristine Wagner
Transportation Program Coordinator
Cumberland County Community Transportation Program
130 Gillespie Street
Fayetteville, NC 28301
910-678-7619

Fayetteville Services:

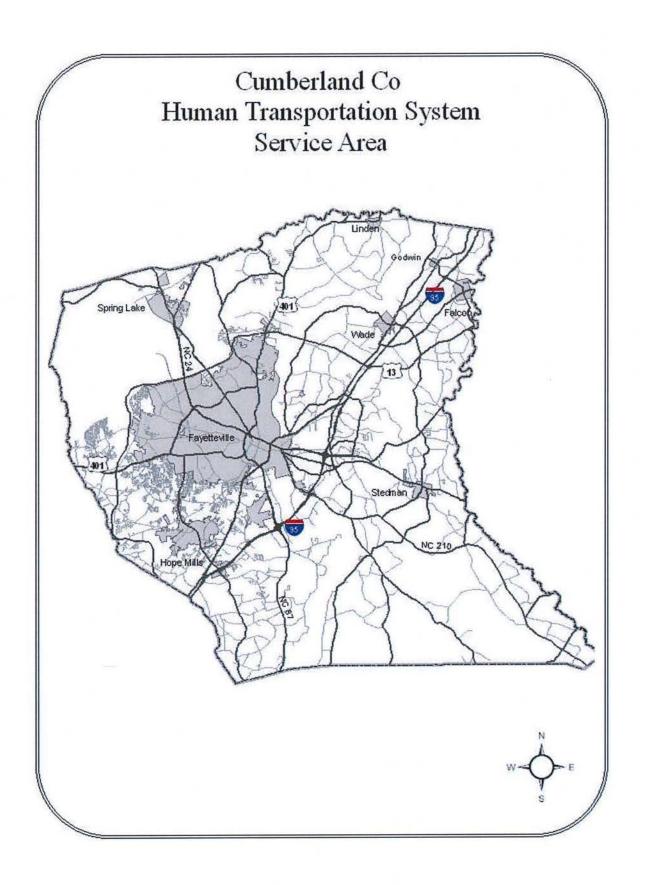
Fayetteville Area System of Transit (FAST) Information Center 147 Old Wilmington Road Fayetteville, NC 28301 (910) 433-1747

2010 Census Characteristics:

Population: 319,431

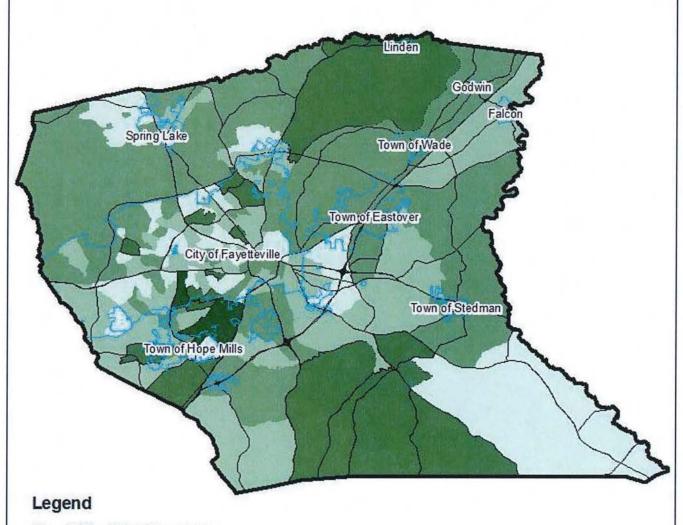
Persons Per Square Mile: 489.2 Land Area: 653 square miles Rural: 41,526 or 13%* Urban: 277,905 or 87%*

^{*}Based on 2000 Census Estimates



Cumberland County: Disability US Census 2000 SF3





No. of Disabled Persons

107 - 388

389 - 645

646 - 999

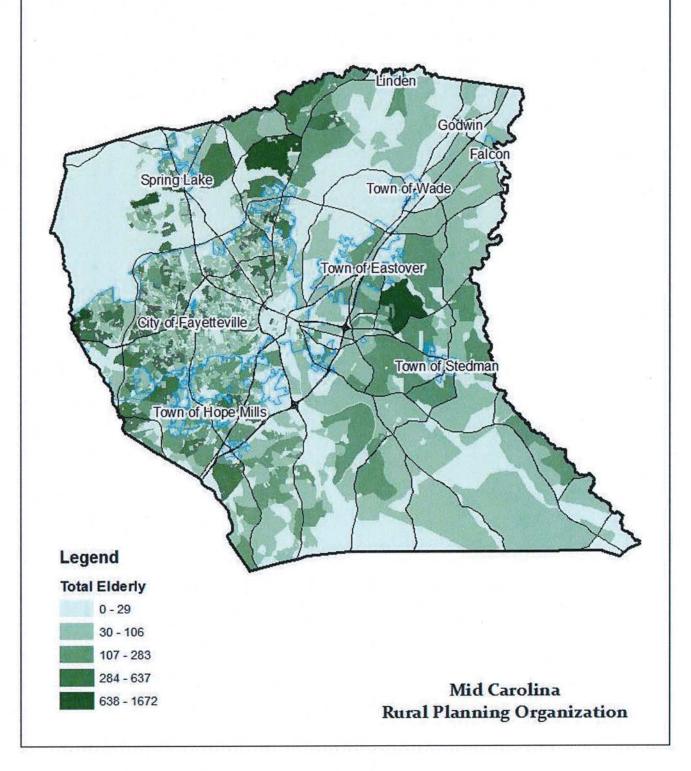
1000 - 1648

1649 - 2732

Disabilities: Mental Physical Sensory Self care and Go outside home Mid Carolina Rural Planning Organization

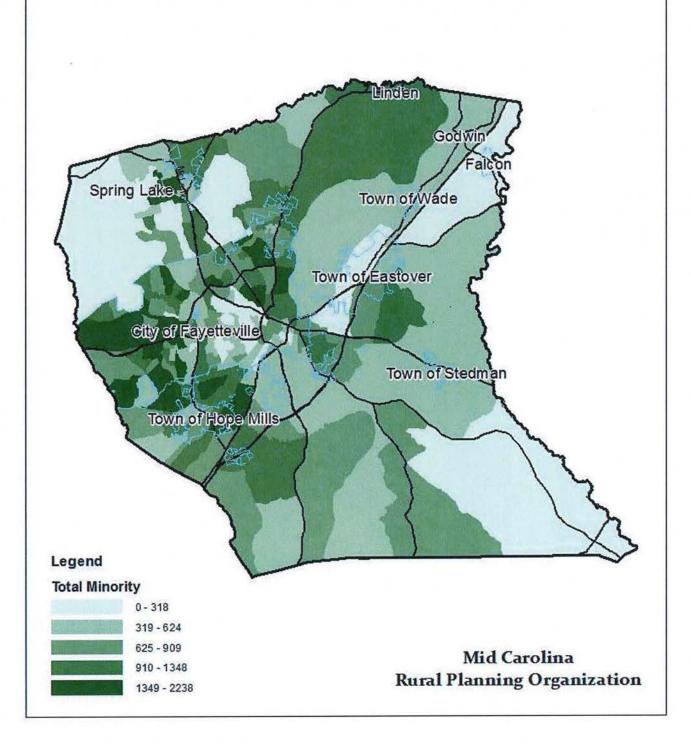
Cumberland County: Elderly US Census 2010 SF1 P12





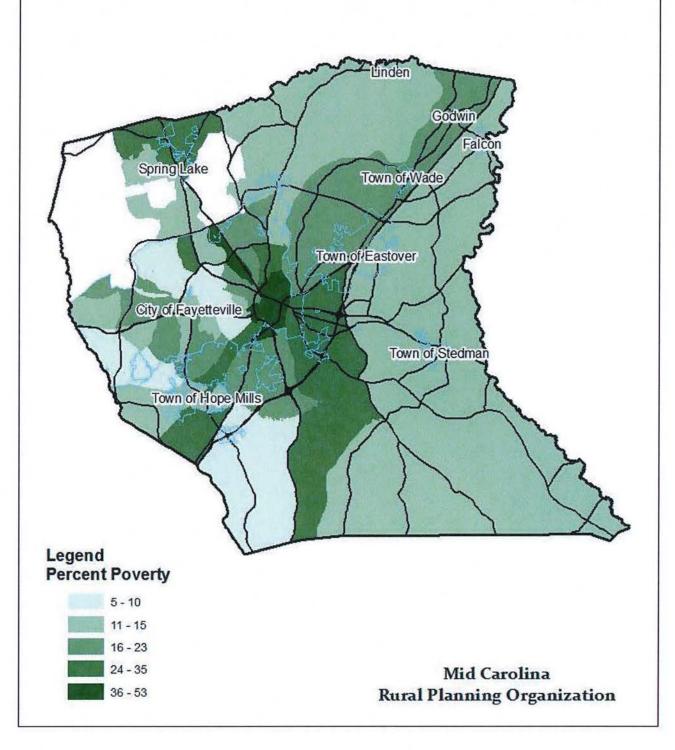
Cumberland County: Minority U.S. Census 2010 SF1 P3

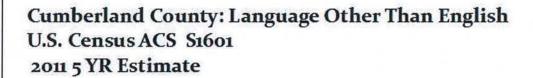




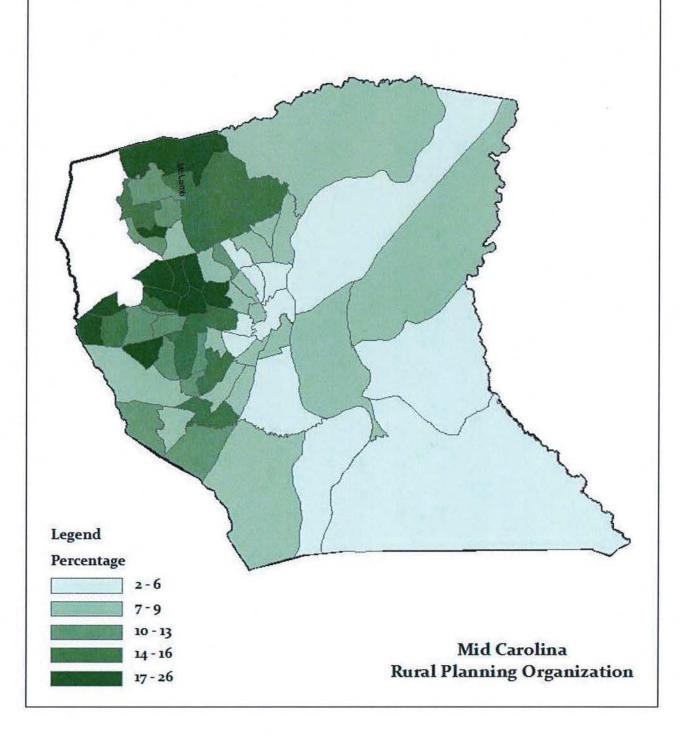
Cumberland County: Poverty US Census 2010 ACS \$1701











County Attorney



PHYLLIS P. JONES

Assistant County Attorney

ROBERT A. HASTY, JR. Assistant County Attorney

OFFICE OF THE COUNTY ATTORNEY

5th Floor, New Courthouse • P.O. Box 1829 • Suite 551 • Fayetteville, North Carolina 28302-1829 (910) 678-7762

MEMORANDUM FOR THE AGENDA OF THE OCTOBER 7, 2013 MEETING OF THE BOARD OF COMMISSIONERS

TO:

Board of Commissioners; County Manager; George Turner

FROM:

County Attorney R. Moorefield

DATE:

October 1, 2013

SUBJECT:

Management Contract

Attachments: Draft Contract rv3 9-20-13;

S.L. 1991-27

ITEM NO.

BACKGROUND:

At its September 24, 2013 meeting, the Civic Center Commission unanimously voted to approve the attached draft of the proposed contract with Global Spectrum LP for management of the Crown Center Complex and to recommend the proposed contract to the Board of Commissioners. Global Spectrum LP is Delaware limited partnership with one general partner, Global Spectrum, Inc., a Pennsylvania corporation owned by Comcast-Spectator. The parent company of Comcast-Spectator is Comcast Corporation. Comcast Corporation's two primary businesses are Comcast Cable and NBCUniversal. Global Spectrum started in 1994 and was bought by Comcast-Spectator in 2000. It currently manages 112 venues.

Bond counsel has reviewed the proposed contract and advised the county attorney that it will not impact the status of the tax exempt financing on the facility. Bond counsel will provide a formal opinion before the contract becomes effective. The Finance Officer also reviewed the financial provisions in the contract.

The parties have discussed an effective date of November 1, 2013. A RIF notice was provided to the Crown employees on September 17 which makes the transition to private management possible by October 17.

Doug Higgons, Regional Vice-president for Global Spectrum, has met with all the Crown employees and discussed their employment prospects with the company. Mr. Higgons has reported to the Commission that Global Spectrum stands ready to fill key management-level positions with experienced Global Spectrum staff and to immediately commence routing new events to the Crown facilities. This is important because the Crown has lost personnel in key positions within the last two months, including the Directors of Finance, Marketing and Facilities Maintenance.

At the Commission's direction, the county attorney prepared a brief summary of every section in the contract. A copy of the current statute governing the Commission is also included for information purposes because some aspects of the contract are controlled by that statute. The summary follows:

ARTICLE 1 – DEFINITIONS

Section 1.1: Definitions are set out in the contract.

ARTICLE 2 - SCOPE OF SERVICES

- Section 2.1: Global Spectrum shall be the sole manager.
- Section 2.2: Manager's obligations are contingent upon Commission making all budgeted funds available.

ARTICLE 3 – COMPENSATION

- Section 3.1: Fixed management fee of \$96,000 shall be paid in monthly installments and shall be increased annually by CPI, capped at 3.5% per year. **Note: This is a new expense which is not budgeted.**
- Section 3.2: Additional incentive fee shall be paid annually. The incentive fee shall be 22% of the increase in gross revenue over the average gross revenue for the three past fiscal years. The parties must agree on the amount of that average revenue within 120 days. The incentive fee is capped at 100% of the amount of the fixed management fee for the same year.

ARTICLE 4 TERM; TERMINATION

- Section 4.1: The term is 5 years but the agreement may be terminated by the Commission without cause at the end of 3 years.
- Section 4.2(a): The commission may terminate any time upon 30 days' notice if the facility is to be permanently closed.
- Section 4.2(b): Either party may terminate upon 30 days' notice, if the other party defaults and the default is not cured within 30 to 90 days, depending on the nature of the default.
- Section 4.2(c): Either party may immediately terminate if the other party is judged bankrupt or insolvent, if a receiver or trustee is appointed, or files a voluntary petition in bankruptcy.
- Section 4.3(a): If the Commission terminates because the facility is to be permanently closed, the Commission shall pay Manager the following expenses:
 - (1) 6 months' severance pay for each of Manager's Management-Level Employees;
 - (2) household relocation expenses for Manager's Management-Level Employees,
 - (3) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder.
- Section 4.3(b): Upon termination or expiration of this Agreement for any reason, Commission shall promptly pay Manager any fees owed and Manager shall promptly cease activities and turn over all resources to Commission.

ARTICLE 5 - OWNERSHIP; USE OF THE FACILITIES

- Section 5.1: County shall continue to own all assets. Neither County nor Commission shall have any right to use any software licensed by Manager.
- Section 5.2: Manager shall have all rights to use the Facility, including office space and parking.
- Section 5.3: County shall continue to pay all debt on the Facility.
- Section 5.4: The Commission shall have the right to use the boardroom at the Facilities rent-free for its meetings for any purpose. County shall have the right to use the facility consistent with its

- current use for Commissioner planning sessions, department head meetings and the employee wellness fair.
- Section 5.5: The Cumberland County Livestock Association shall have the right to use the Charlie Rose Agri-Expo Center rent-free to conduct an annual livestock show during the county fair.

ARTICLE 6 - PERSONNEL

- Section 6.1: Employees shall be employees of Manager, not the County.
- Section 6.2: Commission has the right to approve the General Manager selected by the Manager. Commission does not have any further authority for personnel decisions made by Manager.
- Section 6.3: Manager shall employ each current full-time County employee who Manager determines is qualified for a job at the Facility and shall try to place such employees in positions similar to what they already have.
- Section 6.4: Commission shall not hire any of Manager's employees for one year after the termination of the agreement.

ARTICLE 7 - OPERATING BUDGET

- Section 7.1: The Commission shall increase the current operating budget by a sufficient amount to include the Fixed Management Fee (\$8,000/month) and \$50,000 in Transition Costs, to include:
 - (1) employee relocation costs for any new Facility Management-Level Employees;
 - (2) corporate travel for the Global Spectrum Regional Vice President;
 - (3) operations support personnel;
 - (4) human resources support personnel;
 - (5) finance support personnel;
 - (6) box office training;
 - (7) software costs:
 - (8) and rebranding that could include web-site overhaul, promotional materials, stationary, business cards, and Facility signage.

Note: Transition Costs are new costs which are not budgeted.

- Section 7.2: Manager shall recommend annual operating budget and Commission shall have the right to approve the operating budget.
- Section 7.3: Manager shall attempt to adhere to the adopted budget and shall notify the Commission of the need for any budget amendment.

ARTICLE 8 - PROCEDURE FOR HANDLING INCOME

- Section 8.1: An Event Account shall be established in the Commission's name and Manager shall maintain the Event Account exclusively for handling all event revenues and expenses.
- Section 8.2: An Operating Account shall be established in the County's name and Manager shall maintain the Operating Account exclusively for handling all operating revenues and expenses.

ARTICLE 9 - FUNDING

Section 9.1: Commission will deposit in the Operating Account, on or before the Effective Date, the budgeted expenses for the first five (5) months of the Term. Thereafter, sufficient operating

- funds shall be deposited for each quarter at the beginning of each quarter with an extra two months of expenses to remain in the account at all times.
- Section 9.2: Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses.

ARTICLE 10 - FISCAL RESPONSIBILITY; REPORTING

- Section 10.1: Manager agrees to keep and maintain, at its office in the Facilities, usual records in accordance with generally accepted accounting principles. These records will be available to the Commission upon reasonable notice during normal business hours.
- Section 10.2: Manager will provide to the Commission, within thirty (30) days after the end of each month during the Term, financial reports and copies of bank statements.
- Section 10.3: Commission has the right to approve an independent auditor selected by Manager to perform an annual audit, with the cost of the audit being an Operating Expense.

ARTICLE 11 - CAPITAL IMPROVEMENTS

- Section 11.1: Manager shall annually, recommend a Capital Expenditure budget to the Commission.
- Section 11.2: The Commission shall be solely responsible for all Capital Expenditures at the Facilities.

 Manager shall have the right (but not the obligation), upon notice to the Commission, to make
 Capital Expenditures at the Facilities for Emergency Repairs. In such event, the Commission
 shall promptly reimburse Manager for the cost of such Capital Expenditure.

ARTICLE 12 - CONTRIBUTIONS BY MANAGER

- Section 12.1: Manager shall establish an Event Marketing Fund in the amount of \$150,000 to provide incentives for promoters to bring events to the Facilities and in some cases, offset the financial risk they may incur. This fund shall be replenished with net event revenues to maintain it at no more than \$150,000. Any balance at the end of the contract shall belong to Manager.
- Section 12.2: Manager agrees to contribute \$150,000 toward mutually agreed improvements or equipment designed to increase Revenue generated at the Facilities. Anything purchased shall belong to the County. The full amount shall be amortized over 10 years and if the contract ends before 10 years, the County shall pay the unamortized amount remaining.

ARTICLE 13 - FACILITIES CONTRACTS; TRANSACTIONS WITH AFFILIATES

- Section 13.1: The Commission shall provide to Manager, on or before the Effective Date, copies of all Existing Contracts. Manager shall administer and assure compliance with such Existing Contracts.
- Section 13.2: Manager shall have the full right to enter into contracts on behalf of the Commission but shall obtain approval from the Commission before entering into any contract that extends beyond the term.
- Section 13.3: Manager has the right to contract with and procure services or goods from any of its affiliate entities provided that the prices charged and services rendered by such affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, at the request of the Commission, provide reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate, competitive bids from other persons seeking to render such services at the Facilities.

ARTICLE 14 - AGREEMENT MONITORING AND GENERAL MANAGER

Section 14.1: Within 30 days, Commission must appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement.

ARTICLE 15 - INSURANCE

- Section 15.1: All insurance coverage to be provided by Manager is set forth in Exhibit D. The cost of this insurance shall be an operating expense, paid by the commission. The county risk manager advises that the Crown currently carries insurance. Karen Long should provide cost of the premiums.
- Section 15.2: Standard provision requiring the insurance companies be Best rated and licensed in North Carolina and also, that County and Commission be named as additional insureds.

ARTICLE 16 - REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 16.1 and Section 16.2: These are just standard provisions stating that each of the parties has the authority to enter into this contract and that the facility has no structural defects or unsound operating conditions and is in compliance with all applicable laws and regulations.

ARTICLE 17 - MISCELLANEOUS

- Section 17.1: Manager agrees that it will not discriminate against any employee or applicant for employment.
- Section 17.2: Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager's obligations hereunder), for no charge, the name and all logos of the facility in any manner.
- Section 17.3: The Commission agrees that all advertisements placed by the Commission for the Facilities or events at the Facilities, shall include a designation that the Facilities are "managed by Global Spectrum".
- Section 17.4: These are standard provisions related to the parties' risks for conditions created by acts of God, natural or man-made disasters, work stoppages and other such conditions beyond the parties' control.
- Section 17.5: Manager retains the right to assign the contract to any of its affiliates or successors, which would include any purchaser of Manager's company.
- Sections 17.6 17.16: These are just standard boilerplate provisions that do not need to be considered by the Commission.
- Schedule A describes the Manager's duties.
- **Schedule E** provides that Karen Long and James Swann will remain as county employees for the times indicated in order for them to reach eligibility for early retirement.

RECOMMENDATION/PROPOSED ACTION:

The county attorney concurs with the Commission's recommendation to approve the contract with Global Spectrum. Based on his review of the responses to the request for proposals and discussions during the contract negotiation, the county attorney believes Global Spectrum possesses the expertise and resources needed to increase revenue from the facilities as well as the quality and quantity of events offered for the county's citizens.

North Carolina

Cumberland County

MANAGEMENT AGREEMENT

This Management Agreement is made as of the _____ day of ______, 2013 ("Effective Date"), by and between Cumberland County Civic Center Commission, a body corporate created by the North Carolina General Assembly through the enactment of S.L. 1965-360, S.L. 1984-983 and S.L. 1991-27 ("Commission"); Cumberland County, a body corporate and a political subdivision of the State of North Carolina ("County"); and Global Spectrum, LP, a Delaware limited partnership ("Manager").

RECITALS

WHEREAS, the Cumberland County Civic Center, is a multi-purpose facility in Fayetteville, North Carolina, consisting of a 4,500 seat arena, a 2,500 seat theatre, a ballroom seating 650, a 60,000 square foot expo center and a 10,000 seat coliseum (collectively, the "Facilities"); and

Whereas, the Facilities are owned by the County of Cumberland ("County") and operated by the Commission; and

WHEREAS, the Commission has the full legal right and authority to engage a third party to manage and operate the Facilities, subject to such terms and conditions as prescribed by the Board of Commissioners as the governing board of the County, and the Commission desires to engage Manager to manage and operate the Facilities on behalf and for the benefit of the Commission, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein; and

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 <u>Definitions</u>. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: this Management Agreement, together with all exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement).

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than \$5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of five (5) years.

Commercial Rights: Naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, premium seating (including suites, club seats and party suites) and memorial gifts at or with respect to the Facilities and owned or controlled by the County or the Commission.

"Contribution" shall have the meaning set forth in Section 12.2 of this Agreement.

CPI: The Consumer Price Index for the South Region, Urban Area Size B/C, as published by the United States Department of Labor, Bureau of Labor Statistics, or such other successor or similar index.

Effective Date: "Effective Date" shall have the meaning ascribed to such term in the opening paragraph of this Agreement.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facilities threatening persons or property.

Event Account: A separate interest-bearing account in the name of the Commission and under the Commission's Federal ID number in a local qualified public depository, to be designated by the Commission, where advance ticket sale revenue is deposited by Manager.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Facilities or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facilities existing as of the Effective Date, as set forth on Exhibit B attached hereto.

Facilities or Facility: shall have the meaning ascribed to such term in the Recitals to this Agreement, and shall be deemed to include the entire arena complex, including but not limited to the arena, suites, locker rooms, meeting rooms, box office, common areas, lobby areas, executive and other offices, storage and utility facilities, and the entrances, ground, sidewalks and parking areas immediately surrounding the Facilities and adjacent thereto.

FF&E: Furniture, fixtures and equipment to be procured for use at the Facilities.

Fund: shall have the meaning set forth in Section 12.1 of this Agreement.

Fixed Management Fee: The fixed monthly fee the Commission shall pay to Manager under this Agreement, as more fully described in Section 3.1 of this Agreement.

General Manager: The employee of Manager acting as the full-time on-site general manager of the Facilities.

Incentive Fee: The contingent fee the Commission shall pay to Manager under this Agreement, if earned, as more fully described in Section 3.2 below.

Laws: federal, state, local and municipal laws, statutes, rules, regulations and ordinances.

Management-Level Employees: The General Manager, Assistant General Manager, Business Manager (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Facilities (including employees performing the functions of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director and Event Manager).

Manager: shall have the meaning ascribed to such term in the Recitals to this Agreement.

Marketing Plan: A plan for the advertising and promotion of the Facilities and Facilities events, which may contain but not be limited to the following elements: (i) market research, (ii) market position, (iii) marketing objectives, (iv) marketing strategies, (v) booking priorities, (vi) targeted events - local, regional, national and international, (vii) targeted meetings, conventions and trade shows, (viii) industry advertising campaign, (ix) internal and external support staff, (x) advertising opportunities at the local, regional and national level, (xi) attendance at various trade shows, conventions and seminars, (xii) incentive formulas for multiple event presenters, (xiii) suite and club seat sales, (xiv) merchandising and retail, (xv) food and beverage, (xvi) a plan for the sale of commercial rights, including without limitation naming rights, pouring rights, advertising signage, sponsorships (including event sponsorships), branding of food and beverage products for resale, premium seating (including but not limited to suites and club seats), and memorial gifts, (xvii) a plan regarding national, regional and local public relations and media relations, (xviii) development of an in-house advertising agency, and (xix) policies regarding the use of trade/barter.

Operating Account: A separate interest-bearing account in the name of the County and under the County's Federal ID number in a local qualified public depository, to be designated by the County where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: A line item budget for the Facilities that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facilities, including but not limited to the following: (i) employee payroll, benefits, relocation costs, severance costs, bonus and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) the Fixed Management Fee, (viii) printing and stationary costs, (ix) postage and freight costs, (x) equipment rental costs, (xi) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xii) security expenses, (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator, snow and trash removal costs, if applicable (xvii) computer, software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi)) audit and accounting fees, (xxii) legal fees, (xxiii) all bond and insurance costs, including but not limited to personal property, liability, and worker's compensation insurance, (xxiv) commissions and all other fees payable to third parties (e.g. commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxv) cost of complying with any Laws, (xxvi) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of Commission; (xxvii) costs incurred under Service Contracts and other agreements relating to Facilities operations, (xxviii) Taxes; and (xxix) Transition Costs (which shall be an Operating Expense in the first Operating Year). The term "Operating Expenses" does not include debt service on the Facilities, Capital Expenditures or the Incentive Fee.

Operating Year: Each twelve (12) month period during the Term, commencing on July 1 and ending on June 30, except that the first Operating Year shall commence on the Effective Date and end on June 30, 2014, and the last Operating Year shall commence on the last July 1 of the Term and end at the end of the Term.

Operations Manual: Document to be developed by Manager which shall contains terms regarding the management and operation of the Facilities, including detailed policies and procedures to be implemented in operating the Facilities, as agreed upon by both the Commission and the Manager.

Revenue: All revenues generated by Manager's operation of the Facilities, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facilities and entered into in the ordinary course of operating the Facilities.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facilities, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facilities.

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the Commission at the Facilities, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facilities, from any guests, or from any others using or occupying all or any part of the Facilities.

Term: The term "Term" shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

Transition Costs: Manager's actual, out-of-pocket costs incurred in connection with transitioning the management services for the Facility to Manager, which shall include items such as employee relocation costs for any new Facility Management-Level Employees; corporate travel for the Global Spectrum Regional Vice President, operations support personnel, human resources support personnel, finance support personnel, and box office training; software costs, and rebranding that could include web-site overhaul, promotional materials, stationary, business cards, and Facility signage. Manager shall provide to the Commission reasonable back-up documentation evidencing the occurrence of any Transition Costs. The Transition Costs shall not exceed \$50,000 without the prior approval of the Commission.

Commission: The term "Commission" shall have the meaning ascribed to such term in the Recitals to this Agreement.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Engagement.

- (a) Commission hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facilities, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described in Exhibit A attached hereto.
- (b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement and in the Operations Manual.
- Section 2.2 <u>Limitations on Manager's Duties</u>. Manager's obligations under this Agreement are contingent upon and subject to the Commission making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to the Commission or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by the Commission to timely provide such funds.

ARTICLE 3 COMPENSATION

- Section 3.1 Fixed Management Fee. In consideration of Manager's performance of its services hereunder, Commission shall pay Manger a Fixed Management Fee. Beginning on the Effective Date and continuing through the first (1st) Operating Year, the Fixed Management Fee shall be Eight Thousand Dollars (\$8,000) per month. Beginning in the second (2nd) Operating Year, the Fixed Management Fee shall be increased over the Fixed Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous twelve (12) month period Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply), capped at three and a half percent (3.5%) in any Operating Year. The Fixed Management Fee shall be payable to Manager in advance, beginning on the Effective Date, and payable on the first (1st) day of each month thereafter (prorated as necessary for any partial months). Manager shall be entitled to pay itself such amount from the Operating Account.
- Section 3.2 <u>Incentive Fee</u>. In addition to the Fixed Management Fee, Manager shall be entitled to receive an Incentive Fee each full or partial Operating Year of the Term. The Incentive Fee shall be Twenty-two Percent (22%) of Revenue in excess of a benchmark ("Benchmark"). The Benchmark shall equal the average of the annual Revenues from the fiscal year ending June 30, 2011, June 30, 2012 and June 30, 2013 (as confirmed and verified by the

mutual agreement of the parties within the first 120 days after the Effective Date). The Benchmark shall be pro-rated for any Operating Years of less than 12 months based on the number of days actually elapsed in such Operating Year out of 365. This Incentive Fee (i) shall not in any Operating Year exceed the amount of the Fixed Management Fee for such Operating Year, and (ii) shall not be paid to any extent if Manager fails to achieve at least 95% of the bottom line net profit/loss number in the Operating Budget for such Operating Year (not including any one-time transition expenses incurred in the first Operating Year), unless the failure to achieve such number is due to an Event of Force Majeure or other circumstance outside of the reasonable control of Manager.

For the sake of clarity, the parties acknowledge and agree that in no event shall the Incentive Fee payable to Manager in any Operating Year exceed the amount of the Fixed Management Fee paid to Manager in such year. The Incentive Fee, to the extent earned by Manager, shall be paid to Manager no later than ten (10) days after completion of the year-end audit as described in Section 10.3, or one-hundred-twenty (120) days following the end of each Operating Year, whichever occurs first.

ARTICLE 4 TERM; TERMINATION

- Section 4.1 <u>Term</u>. The term of this Agreement (the "**Term**") shall begin on the Effective Date and shall expire on the fifth (5th) anniversary of the Effective Date; provided, however, the Commission shall have the right to terminate this Agreement without cause, effective on the third (3rd) anniversary of the Effective Date, by providing written notice of such termination to Manager at least ninety (90) days in advance of such date.
- Section 4.2 <u>Termination</u>. In addition to the termination right described in Section 4.1 above, this Agreement may be terminated:
- (a) subject to Section 4.3(a) below, by Commission upon thirty (30) days written notice to Manager in the event of a permanent closure of the Facilities, the fact of which is certified by the Commission in writing to Manager;
- (b) by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period; or
- (c) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit

of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

Section 4.3 Effect of Termination

- In the event this Agreement is terminated by the Commission pursuant to Section 4.2(a) due to closure of the Facilities, the Commission shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such termination. Such ordinary and necessary expenses shall include costs associated with (i) severance pay, not to exceed six (6) months, for each of Manager's Management-Level Employees, (ii) reasonable household relocation expenses for Manager's Management-Level Employees, to the extent any of such individuals had previously relocated to the Facilities (or its surrounding areas) in connection with this Agreement and (iii) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by Manager pursuant to this Agreement. The Commission's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses. Except for the reimbursement of the above stated expenses, Manager shall have no other right or remedy, at law or in equity, against the Commission for a termination pursuant to Section 4.2(a) due to closure of the Facilities, except that, in the event the Facilities re-open at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof, except that the Term shall be extended for a period of time in which the Facilities were closed.
- (b) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) the Commission shall promptly pay Manager all fees due Manager up to the date of termination or expiration (subject to proration if the Term ends other than at the end of the Operating Year), (iii) Manager shall make available to the Commission all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facilities as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and (iv) without any further action on part of Manager or Commission, the Commission shall, or shall cause the successor Facilities manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facilities agreements entered into by Manager in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

ARTICLE 5 OWNERSHIP; USE OF THE FACILITIES

Section 5.1 Ownership of Facilities, Data, Equipment and Materials. The County will at all times retain ownership of the Facilities, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facilities. Any data, equipment or materials furnished by the County through the Commission to Manager or acquired by Manager as an Operating Expense shall remain the property of the County, and shall be returned to the Commission for the County when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, neither the County nor the Commission shall have the right to use any third party software licensed by Manager for general use by Manager at the Facilities and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Facilities as an Operating Expense; such software may be retained by Manager upon expiration or termination hereof.

Section 5.2 <u>Right of Use by Manager</u>. The Commission hereby gives Manager the right and license to use the Facilities, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities and systems necessary for, and related to, the operation, maintenance and management of the Facilities. The Commission shall provide Manager with a sufficient amount of suitable office space in the Facilities and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. Manager has inspected the existing office space which Commission intends to provide and agrees that such space is suitable and adequate for Manager's purposes. In addition, the Commission shall make available to Manager, at no cost, parking spaces at the Facility for all of Manager's full-time employees and event staff.

Section 5.3 <u>Observance of Agreements</u>. The Commission and the County shallpay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which such parties are bound in connection with the ownership or operating rights of or at the Facilities.

Section 5.4 <u>Use by the Commission or the County</u>. The Commission shall have the right to use the boardroom at the Facilities rent-free for its meetings for any purpose. Subject to availability, the County shall have the right to use the boardroom rent-free for conducting special meetings of its Board of Commissioners no more than twice per year. Subject to availability, the County shall further have the right to use of the boardroom, ballroom or a meeting room for the purpose of conducting non-commercial meetings of county staff no more than once per month. The County shall have the further right to use the Expo Center rent-free to conduct its annual employee health and wellness fair for no more than four consecutive days. The County's use shall be conducted in a manner to avoid the Facility incurring any out of pocket expenses such as the cost of ushers, ticket-takers, set-up and take-down, or security. The County shall take all reasonable measures to schedule or reschedule its uses on dates that do not conflict with any revenue-producing event which can be booked by the Manager.

Section 5.5 Special Use. The Cumberland County Livestock Association shall have the right to use the Charlie Rose Agri-Expo Center rent-free to conduct an annual livestock show during the month of September in association with any county fair licensed by the N. C. Secretary of Agriculture as an agricultural fair held on the premises of the Facilities or elsewhere within Cumberland County. This use shall be limited to the number of days during which livestock or other animals are maintained or displayed for show purposes and to only that portion of the premises actually used for maintaining or showing livestock or other animals. This rent-free use for conducting livestock shows is specific to the Livestock Association, shall be independent of any other use for fair purposes and shall not apply to other use of the Charlie Rose for other fair purposes.

ARTICLE 6 PERSONNEL

Section 6.1 Generally. Subject to its obligations specified in Section 6.3, Manager shall engage, as its own employees (and not employees of the Commission) staff necessary to provide the services of Manager described in this Agreement. Manager shall select, in its sole discretion but subject to Commission's right to approve the Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees at the Facilities and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. The Commission specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee manual shall be provided to the Commission upon request.

Section 6.2 <u>General Manager</u>. Personnel engaged by Manager will include an individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of the Facilities. Hiring of the General Manager by Manager shall require the prior approval of the Commission, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the Commission, temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining the Commission's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facilities, supervision of employees, and management and coordination of all activities associated with events taking place at the Facilities.

Section 6.3 <u>Transition of Existing Facilities Employees</u>. Manager shall interview all current full-time County employees assigned to the Facilities who desire to continue their employment with Manager. Subject to the limits of the Operating Budget, Manager shall employ each current full-time County employee who Manager determines is qualified for a job at the Facility. To the extent Manager engages the current Facility employees; Manager shall take all reasonable measures to place such current employees in positions that are similar to the

employee's current position or function, unless in Manager's discretion, the employee is qualified for a different position that promotes Manager's personnel needs. In addition, those employees identified in Exhibit E attached hereto shall be subject to the special conditions identified for each.

Section 6.4 Non-Solicitation/Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither Commission nor any of its Affiliates shall solicit for employment, or hire, any of Manager's Management-Level Employees. Manager shall give notice of this non-compete provision to every former employee of the County who is subject to this non-compete provision before hiring them. The Commission acknowledges that Manager will spend a considerable amount of time identifying, hiring and training individuals to work in such positions, and that Manager will suffer substantial damages, the exact amount of which would be difficult to quantify, if the Commission were to breach the terms of this Section by hiring, or soliciting for employment, any of such individuals. Accordingly, in the event of a breach or anticipated breach of this Section by the Commission, Manager shall be entitled (in addition to any other rights and remedies which Manager may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain the Commission from continuing such breach, without the necessity of posting a bond.

ARTICLE 7 OPERATING BUDGET

Section 7.1 <u>Establishment of Operating Budget</u>. Attached hereto as Exhibit C is the Operating Budget for the first (1st) Operating Year, which Operating Budget was previously adopted (without input from Manager) by the Commission and the County. Manager shall, within one-hundred-twenty (120) days from the Effective Date, provide to the Commission its proposed changes to such Operating Budget (or provide a new Operating Budget), and the parties shall thereafter work together in good faith to agree on a revised Operating Budget for the first (1st) Operating Year. At a minimum, the parties agree to amend the current Operating Budget to account for the inclusion of Transition Costs and the Fixed Management Fee as an Operating Expense. Manager agrees that at least 120 days prior to the commencement of each subsequent Operating Year, in respect of such year, it will prepare and submit to the Commission its proposed Operating Budget for such year. Each annual Operating Budget shall include Manager's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. The Commission agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget.

Section 7.2 <u>Approval of Operating Budget</u>. Each annual Operating Budget shall be subject to the review and approval of the Commission, which approval shall not be unreasonably withheld or delayed. In order for the Commission to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to the Commission such reasonable financial information relating to the Facilities as may be requested by the Commission from time to time. If extraordinary events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was

prepared, Manager may submit an amendment to such budget for review and approval by the Commission (which approval shall not be unreasonably withheld or delayed). If the Commission fails to approve any annual Operating Budget (or any proposed amendment thereto), the Commission shall promptly provide Manager the specific reasons therefor and its suggested modifications to Manager's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties, including, if applicable, negotiation of a mutually acceptable modification to the economic terms of this Agreement to enable the Manager to achieve the compensation contemplated by its proposed Operating Budget.

Section 7.3 Adherence to Operating Budget. Manager shall use all reasonable efforts to manage and operate the Facilities in accordance with the Operating Budget. However, Commission acknowledges that notwithstanding the Manager's experience and expertise in relation to the operation of facilities similar to the Facilities, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and that Manager shall have no liability if the numbers within the Operating Budget are not achieved. Manager agrees to notify the Commission within 30 days of any significant change or variance in the bottom line number in the Operating Budget, and any material increase in total Facilities expenses from that provided for in the Operating Budget. In either such case and if requested by Commission, Manager agrees to work with Commission to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

ARTICLE 8 PROCEDURE FOR HANDLING INCOME

Section 8.1 Event Account. Manager shall deposit as soon as practicable following receipt and in any event within one (1) business day following receipt, in the Event Account, all revenue received from ticket sales and similar event-related revenues which Manager receives in contemplation of, or arising from, an event, pending completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, the Commission and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion of such events, Manager shall transfer all funds remaining in the Event Account, including any interest accrued thereon, into the Operating Account. Bank service charges, if any, on such account(s) shall be deducted first from interest earned.

Section 8.2 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Facilities shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree

that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitation contained in this Agreement, without needing to obtain the co-signature of a Commission employee or representative.

ARTICLE 9 FUNDING

Source of Funding. Manager shall pay all items of expense for the Section 9.1 operation, maintenance, supervision and management of the Facilities from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facilities (as described in Article 8 above), or otherwise made available by the Commission. To ensure sufficient funds are available in the Operating Account, Commission will deposit in the Operating Account, on or before the Effective Date, the budgeted or otherwise approved expenses for the first five (5) months of the Term. Following such initial deposit, the Commission shall deposit (or allow to remain in) the Operating Account on a quarterly basis (at the beginning of each calendar quarter, i.e., January 1, April 1, July 1 and October 1) an amount equal to the budgeted or otherwise approved expenses for that upcoming calendar quarter (maintaining at all times an extra 2 months of expenses in such account in case of any shortfalls). Manager shall have no liability to the Commission or any third party in the event Manager is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 9.2 <u>Advancement of Funds</u>. Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses.

ARTICLE 10 FISCAL RESPONSIBILITY; REPORTING

Section 10.1 <u>Records</u>. Manager agrees to keep and maintain, at its office in the Facilities, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facilities. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement. The Commission or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 10.2 <u>Monthly Financial Reports</u>. Manager agrees to provide to the Commission, within thirty (30) days after the end of each month during the Term, financial reports for the Facilities including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles. In addition, Manager agrees to

provide to the Commission a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Facilities during such month. Additionally, Manager shall submit to the Commission, or shall cause the applicable public depository utilized by Manager to submit to the Commission, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account.

Section 10.3 Audit. Manager agrees to provide to the Commission, within one hundred twenty (120) days following the end of each Operating Year, a certified audit report on the accounts and records as kept by Manager for the Facilities. Costs associated with obtaining such certified audit report shall be an Operating Expense of the Facilities. Such audit shall be performed by an external auditor approved by the Commission, and shall be conducted in accordance with generally accepted auditing standards.

ARTICLE 11 CAPITAL IMPROVEMENTS

Section 11.1 <u>Schedule of Capital Expenditures</u>. Manager shall annually, at the time of submission of the annual Operating Budget to the Commission, provide to the Commission a schedule of proposed capital improvements to be made at the Facilities, for the purpose of allowing the Commission to consider such projects and to prepare and update a long-range Capital Expenditure budget.

Section 11.2 <u>Responsibility for Capital Expenditures</u>. The Commission shall be solely responsible for all Capital Expenditures at the Facilities; provided, however, the Commission shall be under no obligation to make any Capital Expenditures proposed by Manager, and provided further that Manager shall have no liability for any claims, costs or damages arising out of a failure by the Commission to make any Capital Expenditures. Notwithstanding the foregoing, Manager shall have the right (but not the obligation), upon notice to the Commission, to make Capital Expenditures at the Facilities for Emergency Repairs. In such event, the Commission shall promptly reimburse Manager for the cost of such Capital Expenditure.

ARTICLE 12 CONTRUBUTIONS BY MANAGER

Section 12.1 <u>Event Marketing Fund</u>. Manager shall establish an Event Marketing Fund ("Fund") in the amount of One Hundred Fifty Thousand Dollars (\$150,000). The intent of the Fund is to provide incentives for promoters to bring events to the Facilities and in some cases, offset the financial risk they may incur. When the Fund is utilized, net event revenues from such event will be used to first replenish the Fund up to its original balance, with the remaining net event revenues retained by the Commission as Revenue. In no event will the fund balance go above the initial one hundred fifty thousand dollars (\$150,000) and in no event shall Manager be required to replenish the fund except from net revenues from events at the Facilities for which the fund was utilized. Should there be a balance at the end of the Term, such amount will be rolled into the next term if this Agreement is extended. Upon termination (without renewal) of

the Agreement, any amounts remaining in the Fund shall belong to Manager and shall be paid to Manager at such time.

Section 12.2 <u>Contribution Toward Revenue-Enhancing Improvements</u>. Manager agrees to contribute One Hundred Fifty Thousand Dollars (\$150,000) (the "Contribution") at the Facilities toward mutually agreed improvements or equipment designed to increase Revenue generated at the Facilities. Once identified, the specific equipment and other related tangible personal property to be purchased with the Contribution shall be set forth in a writing to be signed by the parties and updated by the parties from time to time as necessary to reflect any replacements or substitutions thereof. All equipment and improvements purchased with the Contribution shall be owned by the County upon installation thereof. The Contribution shall be amortized on a straight line basis over a ten (10) year period (at the rate of 1/120 per month), commencing on the Effective Date. Upon the expiration or termination (for any reason whatsoever, including without limitation if due to a breach, default or bankruptcy event by or affecting Manager) of this Agreement, the Commission shall immediately pay to Manager the unamortized amount of the Contribution ("the Buyout Amount).

ARTICLE 13 FACILITIES CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 13.1 <u>Existing Contracts</u>. The Commission shall provide to Manager, on or before the Effective Date, copies of all Existing Contracts. Manager shall administer and assure compliance with such Existing Contracts.

Section 13.2 <u>Execution of Contracts</u>. Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facilities, as agent on behalf of the Commission. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties. Manager shall obtain the prior approval of the Commission (which approval shall not be unreasonably withheld or delayed) before entering into any such contract with a term that expires after the Term of this Agreement, unless such contract, by its express terms, can be terminated by Manager or Commission following expiration of the Term without any penalty.

Section 13.3 <u>Transactions with Affiliates</u>. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facilities (including without limitation food and beverage services, ticketing services, Commercial Rights sales, web design services and graphic design services), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall provide to Commission reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate, competitive bids from other persons seeking to render such services at the Facilities.

ARTICLE 14 AGREEMENT MONITORING AND GENERAL MANAGER

Section 14.1 <u>Contract Administrator</u>. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facilities, unless Manager notifies Commission of a substitute contract administrator in writing. Commission shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or Commission participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 15 INSURANCE

Section 15.1 <u>Types and Amount of Coverage</u>. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit D, attached hereto, and shall provide to the Commission promptly following the Effective Date a certificate of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of the Commission. Each insurance policy shall include a requirement that the insurer provide Manager and the Commission at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense.

Section 15.2 Rating: Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of North Carolina or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name Commission and County as additional insureds. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against the Commission and County. Manager shall require that all third-party users of the Facilities, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager, Commission and County as additional insureds.

REPRESENTATIONS, WARRANTIES AND COVENANTS

- Section 16.1 <u>Manager Representations and Warranties</u>. Manager hereby represents, warrants and covenants to Commission as follows:
- (a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder; and
- (b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.
- Section 16.2 <u>Commission and County Representations, Warranties and Covenants.</u>
 Commission and County represent, warrant and covenant to Manager as follows:
- (a) that they have the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of each herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder.
- (b) that this Agreement has been duly executed and delivered by Commission and County and constitutes a valid and binding obligation of each, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.
- (c) that the Facilities are, as of the Effective Date, in compliance in all respects with all applicable Laws relating to the construction, use and operation of the Facilities (including, without limitation, Title III of the American with Disabilities Act), and that there exist no structural defects or unsound operating conditions at the Facilities.

ARTICLE 17 MISCELLANEOUS

Section 17.1 <u>No Discrimination</u>. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Section 17.2 <u>Use of Facilities Names and Logos</u>. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager's obligations hereunder), for no charge, the name and all logos of the Facilities, on Manager's stationary, in its advertising of the Facilities, and whenever conducting business of the Facilities; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of the Commission relating to such logos. All intellectual property rights in any Facilities logos developed by the Manager or the Commission shall be and at all times remain the sole and exclusive property of the Commission. Manager agrees to execute any documentation requested by the Commission from time to time to establish, protect or convey any such intellectual property rights.

Section 17.3 <u>Facilities Advertisements</u>. The Commission agrees that in all advertisements placed by the Commission for the Facilities or events at the Facilities, whether such advertisements are in print, on radio, television, the internet or otherwise, it shall include a designation that the Facilities are "managed by Global Spectrum".

Section 17.4 Force Majeure; Casualty Loss.

- (a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.
- (b) In the event of damage or destruction to a material portion of the Facilities by reason of fire, storm or other casualty loss that renders the Facilities (or a material portion thereof) untenantable, the Commission shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facilities (or a material portion thereof) untenantable for a period estimated by an architect selected by the Commission at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that in the event the Facilities once again becomes tenantable at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof, except that the Term shall be extended for a period of time in which the Facilities was closed.

Section 17.5 <u>Assignment</u>. Manager acknowledges that the Commission has selected Manager through a competitive bid process and that Manager's reputation was one of the reasons for it being selected. For this reason, Manager may not assign this Agreement without the consent of the Commission, , except that Manager may assign this Agreement to an affiliate, parent, subsidiary or successor of Manager where such assignment is intended to accomplish an internal corporate purpose of Manager as opposed to materially and substantially altering the method of delivery of services to Commission. Any purported assignment in contravention of this Section shall be void.

Section 17.6 <u>Notices</u>. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the Commission:	If to Manager:
	Global Spectrum, L.P.
	3601 S. Broad Street
	Philadelphia, PA 19148
	Attn: Chief Operating Officer
With a copy to:	With a copy to:
Cumberland County Manager	Comcast Spectacor, L.P.
PO Box 1829	3601 South Broad Street
Fayetteville, NC 28302	Philadelphia, PA 19148-5290
	Attn: General Counsel

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 17.7 <u>Severability</u>. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 17.8 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

Section 17.9 <u>Governing Law</u>. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of North Carolina, without regard to its conflict of laws principles.

Section 17.10 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by

an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 17.11 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 17.12 <u>Relationship of Parties</u>. Manager and Commission acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facilities, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between Commission and Manager. In operating the Facilities, entering into contracts, accepting reservations for use of the Facilities, and conducting financial transactions for the Facilities, Manager acts on behalf of and as agent for Commission (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

Section 17.13 No Third Party Beneficiaries. There are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto shall have rights and may make claims hereunder.

Section 17.14 <u>Limitation on Damages</u>. In no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party, provided that the foregoing shall not limit or restrict any claim by Manager for the management fees described herein upon a breach or default of this Agreement by Commission.

Section 17.15 <u>Counterparts; Facsimile and Electronic Signatures</u>. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

CUMBERLAND COUNTY CIVIC
CENTER COMMISSION

GLOBAL SPECTRUM, L.P.

By: Global Spectrum, Inc., its general partner

By:	By:	
Name:	Name:	
Its:	Its:	
CUMBERLAND COUNTY		
By:		
Its: Chairman of the Board of Commissioner	S	
ris. Chamman of the Board of Commissioner		

EXHIBIT A MANAGER DUTIES

Manager's obligations under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

- (a) Manage all aspects of the Facilities in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, security, box office, admission procedures, parking (if applicable), and general user services.
- (b) Establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. Manager may deviate from the established rate schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.
- (c) Procure, negotiate, execute, administer and assure compliance with Service Contracts, Revenue Generating Contracts, and other contracts related to the operation of the Facilities.
- (d) Require that all material vendors and licensees of the Facilities execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee.
- (e) Provide standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Facilities. Manager shall submit such form agreements to the Commission for review and comment, and the parties shall work together to finalize such forms. Once finalized, Manager shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior approval of the Commission (which shall not be unreasonably withheld). Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.
- (f) Operate and maintain the Facilities, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.
- (g) Arrange for and otherwise book events at the Facilities in accordance with a booking schedule to be developed by Manager.
- (h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facilities in accordance with Article 6 of the

Agreement, and conduct staff planning, retention and training programs as determined to be necessary by Manager in its sole discretion.

- (i) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to the Commission upon request, in accordance with Section 10.1 of the Agreement.
- (j) Submit to the Commission in a timely manner, financial and other reports detailing Manager's activities in connection with the Facilities, as set forth in Section 10.2 of the Agreement.
- (k) Prepare a proposed annual Operating Budget and submit such proposed budget to the Commission, both in accordance with Article 7 of the Agreement.
- (l) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Facilities from the Operating Account or with funds otherwise made available by the Commission.
- (m) Secure, or assist the Commission (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facilities for the specific events to be held therein, and for the general occupancy of the Facilities, including without limitation all necessary food and liquor licenses, and renewals thereof. The Commission shall cooperate in this process to the extent reasonably required. All costs associated with this process shall be Operating Expenses.
- (n) Collect, deposit and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.
- (o) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.
- (p) Subject to the Commission making available sufficient funds in a timely manner, pay all Taxes.
- (q) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facilities.
- (r) Prepare, maintain and implement on a regular basis, subject to the Commission's approval, a Marketing Plan for the Facilities.
- (s) Manage and oversee the sale of Commercial Rights at or in connection with the Facilities.

- (t) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Facilities, and deliver a written report of the foregoing to Commission. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and Manager shall promptly notify Commission of any such damage or loss.
- (u) Purchase, on behalf of the Commission and with Commission funds, and maintain during the Term, all materials, tools, machinery, equipment and supplies necessary for the operation of the Facilities.
- (v) As agent for the Commission, manage risk management and Facilities insurance needs (not including property insurance, which shall be maintained by the Commission), as more fully described in Article 15 of the Agreement.
- (w) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by the Commission, shall be deemed the property of the Commission.
- (x) Cause such other acts and things to be done with respect to the Facilities, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facilities following the Effective Date.

EXHIBIT B EXISTING CONTRACTS

[TO BE ATTACHED BY THE COMMISSION]

EXHIBIT C INITIAL OPERATING BUDGET (1^{ST} OPERATING YEAR)

[TO BE ATTACHED BY THE COMMISSION]

EXHIBIT D INSURANCE

- At all times during this Agreement, Manager shall:
- (a) maintain commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facilities, or otherwise arising under this Agreement;
 - (b) maintain umbrella or excess liability insurance;
- (c) maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;
- (d) maintain appropriate workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of North Carolina; and
 - (e) maintain professional liability insurance and self-insured employment practices liability coverage;
- Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

Commercial General Liability

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 products-completed operations aggregate

Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)

\$1,000,000 uninsured/underinsured motorist

Umbrella or Excess Liability

\$5,000,000 per occurrence and aggregate

Workers Compensation

Workers Compensation: Statutory

Employer's Liability: \$100,000 each accident-bodily injury by accident

\$500,000 policy limit-bodily injury by disease

\$100,000 each employee-bodily injury by disease

Professional Liability/Errors & Omissions (Claims Made)

\$1,000,000 each occurrence/aggregate

Policy is to include:

Entity Coverage

Crime Insurance

Coverage on all on-site Manager employees. Limit: \$500,000.00

EXHIBIT E SPECIAL CONDITIONS FOR EMPLOYEE TRANSITION

- (a) Current General Manager Karen Long shall remain an employee of Cumberland County in all respects through November 30, 2013. The County shall be responsible for paying Ms. Long her compensation and for the provision of all benefits, as well as for all withholding obligations. Through November 30, 2013, she shall be assigned to work at the Facilities under the Manager's direction and supervision in any position assigned to her by the Manager. In addition to her duties as assigned by the Manager, she shall also serve as Transition Manager for the Commission with the responsibility to insure a seamless transition from the current management structure to the new management structure. If she desires to continue employment with the Manager after November 30, 2013, she shall be considered by the Manager in accordance with the provisions of Section 6.3 of the Agreement.
- (b) Current Maintenance Supervisor James Swann shall remain an employee of Cumberland County in all respects through December 31, 2013. The County shall be responsible for paying Mr. Swann his compensation and for the provision of all benefits, as well as for all withholding obligations. Through December 31, 2013, he shall be assigned to work at the Facilities under the Manager's direction and supervision in any position assigned to him by the Manager. In addition to his duties as assigned by the Manager, he shall also serve as Transition Maintenance Supervisor for the Commission with the responsibility to insure a seamless transition from the current maintenance system and programs to the new maintenance system and programs put in place by the Manager. If he desires to continue employment with the Manager after December 31, 2013, he shall be considered by the Manager in accordance with the provisions of Section 6.3 of the Agreement.
- (c) The parties acknowledge that these special conditions for these two employees are established to promote the parties' interest in a smooth transition and to accommodate these employees' eligibility to qualify for early retirement.

GENERAL ASSEMBLY OF NORTH CAROLINA 1991 SESSION

CHAPTER 27 HOUSE BILL 215

AN ACT TO MODIFY THE STATUTES GOVERNING THE CUMBERLAND MEMORIAL AUDITORIUM COMMISSION.

Whereas, the General Assembly, on April 28, 1965, created the Cumberland Memorial Auditorium Commission to provide the most efficient management and beneficial use and enjoyment of the Cumberland County Auditorium and its facilities; and

Whereas, there is a need to change the name, organization, and functions of the Cumberland Memorial Auditorium Commission; Now, therefore,

The General Assembly of North Carolina enacts:

Section 1. Section 1 of Chapter 360 of the 1965 Session Laws, as amended by Section 6 of Chapter 983 of the 1984 Session Laws, reads as rewritten:

- "(a) Cumberland <u>Auditorium-County Civic Center Commission</u>. There is hereby created in Cumberland County a commission to be known as the Cumberland <u>Memorial Auditorium-County Civic Center Commission</u> which shall have the powers and duties hereinafter set forth.
- (b) Membership; Terms of Office. The Commission shall consist of fifteen (15) members who shall be residents of Cumberland County appointed by the Board of County Commissioners of Cumberland County immediately after the date when this Act becomes effective. The Commission shall consist of 16 members. Fifteen members shall be residents of Cumberland County and shall be appointed by the Board of County Commissioners. The sixteenth member shall be the County Manager of Cumberland County who shall serve in an ex officio and nonvoting capacity and without limit as to term.
 - (1) Five (5) of the first members of the Commission shall be appointed for a term of one (1)-year, five (5)-for a term of two (2)-years, and five (5)-for a term of three (3)-years. Upon the expiration of each of the terms, the Board of County Commissioners shall appoint successor members of the Commission who shall each serve for terms of three (3)-years and until their successors are appointed for like terms. Any member of the Commission may be reappointed for successive terms.
 - (2) Vacancies occurring on the Commission otherwise than by expiration of a term shall be filled by appointment for the unexpired term of the vacant office.

- (3) From its membership the Commission shall at its first meeting, and annually thereafter, elect a chairman, vice-chairman, and secretary. Chairman, Vice-Chairman, and Secretary. These officers shall hold office for one year or until their successors are duly elected. The County Manager of Cumberland County shall by virtue of his office also be the treasurer of the Commission. All funds received or handled by the Commission shall be subject to the control of the treasurer who shall prescribe the way and manner all such funds shall be collected, held, disbursed and accounted for. A yearly budget shall be prepared and submitted to the County Board of Commissioners for approval along with any request for an operation attached levy or any request for public funds to be used in the operation of the auditorium facilities. The Board of County Commissioners shall select the auditor of the Commission's accounts.
- (4) The officers elected together with one other member two other members of the Commission, who will also be elected at the first meeting of the Commission and annually thereafter, shall constitute the Executive Committee of the Commission. In order to provide for the most efficient operation of the business of the Commission, the Executive Committee shall have sole power and authority over the management and operation of the facilities and to conduct the Commission's business within the policies as are from time to time adopted by the Commission, and all powers and authority not specifically reserved for action of the full Commission under its bylaws shall be vested in the Executive Committee. The Executive Committee shall perform those duties and functions specified in the bylaws of the Commission.
- (5) Regular meetings of the Commission shall be held quarterly and special monthly. Special meetings may be called by the chairman or any two (2) members of the Executive Committee upon twenty four 24 hours' written notice to the members stating the purpose of the meeting. Chairman or a majority of the voting members of the Commission. Attendance of not less than eight (8) members shall constitute a quorum for the purpose of transaction of business at any regular or special meeting.
- (6) The Commission may adopt, and from time to time amend, bylaws to implement its organization and provide for the orderly conduct of its affairs.
- (7) All funds received or handled by the Commission shall be subject to the control of the Finance Officer of Cumberland County who shall prescribe the way and manner these funds shall be collected, held, disbursed and accounted for. The Board of County Commissioners shall select the Auditor of the Commission's accounts.

- (8) The Commission shall prepare an annual budget and submit it to the Board of County Commissioners for approval, in a format prescribed by the County Manager, along with any requests for capital improvements or any requests for public funds to be used in the construction or operation of the Civic Center facilities.
- (c) Powers, Purpose and Duties of Commission. The powers, purpose and duties of the Cumberland Memorial Auditorium—County Civic Center Commission shall include:
 - (1) The establishment and management of a memorial fund as a means by which donations may be solicited, received and used in the construction, equipment, decoration, maintenance or operation of the auditorium, Civic Center, its allied facilities and grounds and appropriate recognition made to the memory of persons to be memorialized.
 - (2) To assist, in advisory capacity, the Board of County Commissioners in planning for and construction of the facility, and carry out any duty or assignment expressly delegated to it by resolution of the Board of County Commissioners.
 - (3) To operate the <u>public auditorium Civic Center facility</u> under the terms and conditions prescribed by the Board of County Commissioners.
 - (4) To study, plan, and program for the highest and best use of the facilities committed to it for public use, edification and enjoyment.
 - (5) The power to make such reasonable rules and regulations for its own proper organization and procedure and the management, use, control, improvement, equipment, upkeep, and safekeeping of the facilities, properties, and funds committed to its charge, including the receipts and expenditures of such funds committed to its charge, including the receipts and expenditures of such funds as may be or become available for the improvement or management thereof and the use of such facilities as well as spectators' or participants' entrance fees and provided such rules and regulations do not conflict with and are not inconsistent with the laws of the State of North Carolina or ordinances of Cumberland County.
 - (6) The employment of a manager and such other employees as may be necessary for the proper implementation of the purposes and duties of the Commission.
 - (7) The power to contract and be contracted with, to rent, acquire, hold, exchange, transfer and convey property of any kind, to sue and be sued in its own name or the Cumberland Memorial Auditorium County Civic Center Commission as a corporate body by its officers in the same manner, as a business corporation subject to the limitations herein contained.
- (d) Limitation on Powers. The Commission shall not have the power to perform the following:

- (1) Mortgage or encumber property owned by it or under its control or supervision otherwise than as herein provided.
- (2) Borrow money from any source whatsoever, but the Cumberland County Board of Commissioners may in its discretion advance and lend to the Commission in anticipation of uncollected taxes such sums, not exceeding in the aggregate at any time the total amount of taxes theretofore levied for the purposes of the Commission and the remaining uncollected, and shall reimburse itself for such amounts out of such taxes as and when collected. Provided also these limitations shall not be construed to prohibit purchases by the Commission on a time or deferred payment plan or purchase contract.
- (3) Use any property or funds belonging to the Commission or under its control for any pecuniary gain whatsoever of any member of the Commission, nor shall the Commission purchase from, contract with, nor grant license or concession to any person, firm or corporation in which any member of the Commission has a monetary interest directly or indirectly.
- (4) Collect, receive, deposit, disburse, or otherwise handle, and account for all funds only in such manner as is prescribed by the Treasurer Finance Officer of Cumberland County.
- (5) No member of the Commission shall receive or accept any fee, gratuity or thing of value in payment for any act to be done or not to be done by the Commission save and except such salary as may be prescribed by the Board of County Commissioners.
- (6) Upon dissolution of the Commission or upon termination of its connection with the operation of the facilities by resolution of the Board of County Commissioners, all funds and property acquired, held or accumulated by the Commission shall become the funds and property of Cumberland County."

Sec. 2. Section 3 of Chapter 360 of the 1965 Session Laws, as amended by Section 6 of Chapter 983 of the 1984 Session Laws, reads as rewritten:

"Sec. 3. Special auditorium tax funds, if authorized and levied, and nontax revenues may, in the discretion of the Board of County Commissioners, be turned over to the Commission to be used in operating, equipping, improving and maintaining. Occupancy tax revenues as authorized in AN ACT TO AUTHORIZE AND IMPLEMENT AN OCCUPANCY TAX IN CUMBERLAND COUNTY may be utilized by the Auditorium-County Civic Center Commission, as approved by the board of county commissioners, Board of County Commissioners, in aiding and encouraging convention and visitor promotion in Cumberland County."

Sec. 3. This act is effective upon ratification.

In the General Assembly read three times and ratified this the 1st day of April, 1991.

James	C. Gardn	er		
Preside	nt of the	Senate		
D 1 1	D1 T.			-
	Blue, Jr.			
Snaaka	of the I	Touse o	f Renre	sentatives

JIMMY KEEFE Chairman

JEANNETTE M. COUNCIL Vice Chairman

KENNETH S. EDGE CHARLES E. EVANS W.MARSHALL FAIRCLOTH BILLY R. KING EDWARD G. MELVIN



CANDICE WHITE Clerk to the Board

KELLIE BEAM Deputy Clerk

BOARD OF COMMISSIONERS

September 30, 2013

October 7, 2013 Agenda Item

TO:

Board of Commissioners

FROM:

Kellie Beam, Deputy Clerk to the Board US

SUBJECT:

Air Quality Stakeholders' Committee

The Air Quality Stakeholders' Committee has the following one (1) vacancy:

Town of Eastover Stakeholder:

Henry Tew – Resigned. Recommendation of the Eastover Town Council is for C. Kim Nazarchyk. (See attached)

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

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

APPLICANT(S) GRADUATING FROM COUNTY CITIZENS' ACADEMY: None

Attachment

pc: Maurizia Chapman, FAMPO

Air Quality Stakeholders Committee

The Air Quality Stakeholders Committee is responsible for the implementation of the Air Quality Early Action Compact and monitoring of the strategies identified in the Early Action Plan and State Implementation Plan submitted to the EPA.

Statutory Authorization: N/A (Established in response to the Early Action compact regarding clear air mandates)

Member Specifications: 20 Members (can vary; all jurisdictions represented)

Term: 3 Years

Compensation: None

Duties:

Oversee implementation of Early Action Compact

Make recommendations to Governing Bodies on air quality strategies

Used as a public forum for ozone air quality issues

Meetings: Quarterly (Jan, April, July and October) 2nd Thursday at 6:00 PM. The average length of a meeting is approximately one hour.

Meeting Location: Historic Cumberland County Courthouse, Hearing Room #3 130 Gillespie Street Fayetteville, NC

Kellie Beam

Subject:

FW: Air Quality Stakeholders representative for Eastover

Maurizia:

Good Morning.

Below is the information you requested for the Air Quality Stakeholders Board appointment. I was nominated by the Eastover Town Council at their regular monthly meeting on Tuesday, May 7, 2013 to be their representative. The motion was made by Council Member Sara Piland, and a second came from Mayor Pro Tem Cheryl Hudson. The vote was 7-0 in favor.

C. Kim Nazarchyk
2108 Rock Hill Road
Eastover, N.C. 28312
townmanager@eastovernc.com
910-486-5252 Hm
910-322-6142 Cell

Thanks for your assistance, and let me know if additional information is needed.

C. Kim Nazarchyk Eastover Town Mgr. 910-323-0707 910-323-2640 Fax

EMAIL CORRESPONDENCE TO AND FROM THIS SENDER IS SUBJECT TO THE N.C. PUBLIC RECORDS LAW AND MAY BE DISCLOSED TO THIRD PARTIES.

AIR QUALITY STAKEHOLDERS COMMITTEE 3-year terms

	3-year term	S				
NAME	STAKEHOLDER	DATE APPT'D	TERM	EXPIRES	ELIGIBLE FOR REAPPOINT.	
Commissioner Peggy Raymes PO Box 220 Stedman, NC 28391 323-1892	Town of Stedman	4/12	2nd	April/15 4/30/15	No	
Councilman Kady-Ann Davy PO Box 58561 Fayetteville, NC 28305 910-322-0780 kdavy@ci.fay.nc.us	City of Fayetteville	12/12	1st	Dec/15 12/31/15	Yes	
Alderman Napoleon Hogans PO BOX 617 Spring Lake, NC 28390 436-0241 Town Hall	Town of Spring Lake	3/13	2nd	Mar/16 3/31/16	Yes	
Commissioner Pat Edwards Town of Hope Mills PO Box 367	Town of Hope Mills	6/13	2nd	June/16 6/30/16	Yes	
Hope Mills, NC 28348 **serv 424-4555	ving unexpired term; ϵ	eligible fo	r two a	dditional ten	ms**	
Elizabeth Small 4835 Main Street Linden, NC 28356-0228 980-0821	Town of Linden	6/12	2nd	Aug/15 8/31/15	No	
Janice Lucas 7370 N. West Street Falcon, NC 28342 980-1296 Jhl0717@aol.com	Town of Falcon	9/12	2nd	Sept/15 9/30/15	No	
Natalee Ezzell 7650 Sisk Culbreth Road Godwin, NC 28344 273-5457 (C) Njezzell0331@mail.campbell.edu	Town of Godwin	6/12	2nd	Jun/15 6/30/15	No	
Commissioner Johnny Lanthorn 6841 Main Street Wade, NC 28395 484-7467 Johnny.lanthorn@faypwc.com	Town of Wade	6/12	2nd	Jun/15 6/30/15	No	
Henry L. Tew 1013 Ashbury Road Eastover, NC 28312 483-5062/977-1288 (c) htew@nc.rr.com	Town of Eastover	2/11	1 st	Feb/14 2/28/14	Yes	

AIR QUALITY STAKEHOLDERS COMMITTEE - Page 2

DATE <u>APPT'D</u>			ELIGIBLE FOR
MITID	TERM	EXPIRES	REAPPOINT.
4/12	1 st	April/15 4/30/15	Yes
4/12	2nd	April/15 4/30/15	No
4/12	2nd	April/15 4/30/15	No
4/12	2nd	April/15 4/30/15	No
4/12	2nd	April/15 4/30/15	No
4/12	2nd	April/15 4/30/15	No
4/12			No
4/13		(T)(S)	No
4/12			No
	4/12 4/12 4/12 4/12 4/12 4/13	4/12 2nd 4/12 2nd	4/12

AIR QUALITY STAKEHOLDERS COMMITTEE - Page 3

NAME	STAKEHOLDER	DATE APPT'D	TERM	EXPIRES	ELIGIBLE FOR REAPPOINT.
Richard Rice FTCC PO Box 35236 Fayetteville, NC 28303 678-1055 ricer@faytechcc.edu	FTCC	10/12	1st	Oct/15 10/31/15	Yes
Gary Slater Clear Path Recycling, LLC 3500 Cedar Creek Road Fayetteville, NC 28312 920-2441 (H)/689-2118 (W gary.slater@clearpathrecycl		4/12	2nd	April/15 4/30/15	No
Kenneth Edge Board of Commissioners PO Box 1829 Fayetteville, NC 28302 425-0918	County of Cumberland (Elected Official)	4/12	2nd	April/15 4/30/15	No

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

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

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

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

APPLICANTS FOR AIR QUALITY STAKEHOLDERS

NAME/ADDRESS/TELEPHONE

OCCUPATION

EDUCATIONALBACKGROUND

KATER, ROBERT (W/M)

714 BLAWELL STREET

STEDMAN, NC 28391

484-3434 (H)

RETIRED

HIGHSCHOOL

BS; MBA

SERVES ON THE MINIMUM HOUSING APPEALS BOARD

CORPORATE SYSTEMS

ANALYST-CFVHS

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

SUBLETT, KIMBERLY

4517 HEADWIND DRIVE

FAYETTEVILLE, NC 28306

424-9524/237-2390

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

JIMMY KEEFE Chairman

JEANNETTE M. COUNCIL
Vice Chairman

KENNETH S. EDGE CHARLES E. EVANS W.MARSHALL FAIRCLOTH BILLY R. KING EDWARD G. MELVIN



CANDICE WHITE Clerk to the Board

KELLIE BEAM Deputy Clerk

BOARD OF COMMISSIONERS

ITEM NO. __78

October 1, 2013

October 7, 2013 Agenda Item

TO:

Board of Commissioners

FROM:

Kellie Beam, Deputy Clerk to the Board

SUBJECT:

Board of Adjustment

BACKGROUND: The Board of Adjustment has the following two (2) vacancies for an unexpired term:

Alternate Member:

George Lott – Appointed as a regular member. The Board of Adjustment recommends **Joseph Decosta** to fill the unexpired term. (See attached.)

Vickie Mullins – Appointed as a regular member. The Board of Adjustment recommends **Alfonso Ferguson**, **Sr.** to fill the unexpired term. (See attached.)

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

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

APPLICANT(S) GRADUATING FROM COUNTY CITIZENS' ACADEMY: None

Attachments

pc: Pier Varner, Planning and Inspections

Board of Adjustment

The Board of Adjustment is a "quasi-judicial" administrative body that conducts public hearings and/or reviews as listed under "duties" below. Appeals of this board's decisions are filed directly to Superior Court.

Statutory Authorization: NCGS 153A-345 County Code: Zoning Ordinance Article XVI

Member Specifications:

10 Members

- 5 regular
- 5 alternate (Alternate members fill in for regular members as necessary and are often appointed to fill vacancies of the regular membership.)

Term: 3 Years

Compensation: None

Duties:

- Conduct administrative reviews and decide appeals where it is alleged by the appellant
 that there is an error in any order, requirement, permit, decision, determination, refusal
 made by the Planning and Inspections Director or other administrative officials in the
 carrying out or enforcement of any provisions of the zoning ordinance;
- Hear, deny or approve applications for variances and special use permits from the terms of the zoning ordinance;
- Interpret the official zoning maps;
- Rule on matters concerning nonconforming uses;
- Hear and approve or deny applications for High Density Development and variances from the provisions of the County Water Supply Watershed Management and Protection Ordinance;
- Hear and rule on appeals and variance requests from the County's Flood Damage Prevention Ordinance.

Meetings: Third Thursday of each month at 7:00 PM. The average length of a meeting varies. Each member spends approximately three hours per month in service to this board.

Meeting Location: Historic Cumberland County Courthouse, Hearing Room #3 130 Gillespie Street Fayetteville, NC

Walter Clark, Chair Cumberland County

Patricia Hall, Vice-Chair Town of Hope Mills

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



Planning & Inspections Department

September 23, 2013

Thomas J. Lloyd, Director

Cecil P. Combs, Deputy Director

Vikki Andrews, Diane Wheatley, Carl Manning, Cumberland County

Benny Pearce, Town of Eastover

Donovan McLaurin, Wade, Falcon & Godwin

MEMORANDUM

TO:

Kelly Beam, Deputy Clerk on behalf of

Cumberland County Board of Commissioners

THROUGH:

Thomas Lloyd, Director

Cecil Combs, Deputy Director C

FROM:

Patti Speicher, Land Use Codes

SUBJECT:

Recommendations for Nominations to Fill Board of Adjustment Vacancies

The Cumberland County Board of Adjustment at its public hearing meeting held on Thursday, September 19, 2013 voted to make the following recommendations for nominations to fill the two vacant alternate positions:

<u>Recommendation for Nomination as Alternate Members:</u> (two positions – Lott and Mullins' seats – both recently appointed as regular members)

Joseph Decosta Alfonso Ferguson, Sr.

Please contact me if you have any questions at pspeicher@co.cumberland.nc.us or 910-678-7605.

BOARD OF ADJUSTMENT 3 Year Term

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Joseph M. Dykes (B/M) 5764 Pepperbush Drive Fayetteville, NC 28304 568-5891 (C)	8/12	2nd	Aug/15 8/31/15	No
Horace Humphrey (- /M) 1852 Cascade Street Fayetteville, NC 28301 488-5143	06/13	2nd	June/16 6/30/16	No
George Lott (W/M) 126 Rowland Circle Fayetteville, NC 28301 494-2178/488-8659	8/13	1st	Aug/16 8/31/16	Yes
Ed Donaldson 4606 Hoe Court Fayetteville, NC 28314 484-3640	9/12	2nd	Sept/15 9/30/15	No
Vickie Mullins (-/F) 5905 Turnbull Road Fayetteville, NC 28312 *se 910-484-8967	8/13 erving unexpired term	1st	Aug/15 8/31/15 one additional ter	Yes m*
Alternate Members: Nathan Feinberg (W/M) 7090 Ramsey Street Fayetteville, NC 28311 910-527-1723	8/13	1st	Aug/16 8/31/16	Yes
Yvette Carson (B/F) 8712 Tangletree Drive Linden, NC 28356 339-9232 (H)	8/13	2nd	Aug/16 8/31/16	No
VACANT (Vacated by G. Lott)	6/13	1 st	June/16 6/30/16	Yes

Board of Adjustment, page 2

N // 11	Date	T	ъ.	Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
Alternate Members Continued:				
VACANT (Vacated by V. Mullins)	8/12	1 st	Aug/15	Yes
			8/31/15	
Winton McHenry (W/M)	5/13	1st	May/16	Yes
3648 Lakeshore Drive			5/31/16	Ĭ.
Hope Mills, NC 28348				
429-1101/308-3987				

Meets $3^{\rm rd}$ Thursday of each month at 7:00 PM – Historic Cumberland County Courthouse, 130 Gillespie Street, Second Floor Hearing Room

Contact: Pier Varner, Planning & Inspections Department, 678-7602

APPLICANTS FOR **BOARD OF ADJUSTMENT**

EDUCATIONAL

NAME/ADDRESS/TELEPHONE

OCCUPATION

BACKGROUND

DECOSTA, JOSEPH (W/M) 7016 MARINERS LANDING DR US WARRANT OFFICER CURRENT STUDENT

US ARMY

FAYETTEVILLE NC 28306

286-9686/396-5724

Graduate-County Citizens' Academy: Starts September 2013

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

FERGUSON, SR, ALFONSO (B/M)

3329 EASTGATE STREET

EASTOVER, NC 28312

401-2313/483-1888

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

GALBREATH, NATHAN (W/M)

230 NANDINA COURT

FAYETTEVILLE, NC 28311

815-990-8393/570-9250

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: Moore County Leadership Institute

MCMANUS, LUTHER M. (B/M)

3472 THORNDIKE DRIVE

FAYETTEVILLE, NC 28311

488-1314 (H)

AUTHORITY **SERVES ON MINIMUM HOUSING APPEALS BOARD**

A-1 SUPPLY CO

RETIRED - FEDERAL

GOVT/ DC HOUSING

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

ORTIZ, ALBERTA (W/F)

325 W. SUMMERCHASE DRIVE

FAYETTEVILLE, NC 28311

323-3871 (W)

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

ZOLMAN, ZACHARY SCOTT (-/M)

STUDENT/COMPUTER LAB

FT. BRAGG

718 SARAZEN DRIVE COORDINATOR

FAYETTEVILLE, NC 28303

419-566-7167

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Favetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

FACILITY MANAGER SALIENT FEDERAL

SOLUTIONS

DA CIVILIAN

US ARMY

MASTERS-OPERATIONAL

LEADERSHIP

BACHELORS-HEALTH SERVICE ADMIN.

AS-ACCOUNTING

BS-FINANCE

BS-HUMAN RESOURCES

MA-ELEMENTARY ED

VARIOUS SALES.

ACCOUNTING COURSES

MANAGEMENT,

CURRENT STUDENT

JIMMY KEEFE Chairman

JEANNETTE M. COUNCIL Vice Chairman

KENNETH S. EDGE CHARLES E. EVANS W.MARSHALL FAIRCLOTH BILLY R. KING EDWARD G. MELVIN



CANDICE WHITE Clerk to the Board

KELLIE BEAM Deputy Clerk

BOARD OF COMMISSIONERS

ITEM NO. _ 7C

October 1, 2013

October 7, 2013 Agenda Item

TO:

Board of Commissioners

FROM:

Kellie Beam, Deputy Clerk to the Board Kb

SUBJECT:

Cumberland County Library Board of Trustees

The Library Board of Trustees will have the following two (2) vacancies on December 31, 2013:

Susan Mills - completing first term. Eligible for reappointment. Recommendation of the Library Board of Trustees is for the reappointment of Susan Mills for a second term. (See attached.)

Willie Wright - completing second term. Not eligible for reappointment. Recommendation of the Library Board of Trustees is for the appointment of Dr. Daniel Montoya. (See attached.)

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

PROPOSED ACTION: Make nominations to fill the two (2) vacancies above.

APPLICANT(S) GRADUATING FROM COUNTY CITIZENS' ACADEMY:

Attachments

pc: Jody Risacher, Library Director

Cumberland County Library Board of Trustees

The Cumberland County Library Board of Trustees formulates and adopts programs, policies and regulations for the government of the library, subject to the fiscal control and other policies and regulations of the Board of County Commissioners. The Library Director acts as secretary to the Board and reports to the Deputy County Manager.

Statutory Authorization: NCGS 153A-265

Member Specifications:

7 Members

Term: 3 Years

Compensation: None

Duties:

- Formulate and adopt programs, policies and regulations for government of the library, subject to the fiscal control and other policies and regulations of the Board of County Commissioners;
- The Board makes recommendations to the governing body concerning the construction and improvement of buildings and other structures for the Library system;
- Supervises and cares for the facilities of the Library system;
- Appoints a Director of Library Services;
- Establishes a schedule of fines for late return of, failure of return, damage to, and loss of Library materials, and to take other measures to protect and regulate the use of such materials;
- Participate in preparing the annual budget for the Library system for approval by the Board of County Commissioners;
- Extends the privileges and use of the Library system to non-residents of Cumberland County, on any terms or conditions the Library Board may prescribe.
 Advises the Board of County Commissioners on Library matters;
- Accepts, on behalf of and in the name of Cumberland County, any gift, grant, bequest, exchange, loan, etc., without the prior approval of the Board of County Commissioners.

Meetings: Third Thursday of each month at 9:05 AM; exception would be 2nd Thursday in December and no regularly scheduled meetings in July and August. The approximate amount of time a Library Trustee would devote to the Board each month is two hours for meeting attendance with variable preparation and follow-up time. Periodic committee meeting attendance may be required. Trustee committees are: By-Laws (on call) and Nominating (on call).

Meeting Location: Various libraries throughout the County



Marili S. Melchionne Administrative Coordinator to the Director Cumberland County Public Library & Information Center 300 Maiden Lane Fayetteville, NC 28301-5132

Phone: 910-483-7727 x 1304 Fax: 910-486-5372

mmelchio@cumberland.lib.nc.us

September 19, 2013

Hi Kellie,

Attached please find a memorandum to Commissioner Keefe in regards to recommendations by the nominating committee of the Library Board of Trustees. As you can see, Chair Wright is asking that the two actions be placed on the October 7, 2013 Commissioners Meeting agenda. Please let me know if you need anything else.

Kindest regards,

Marili Melchionne

Candice White cc: Cindy Tucker



PUBLIC LIBRARY & INFORMATION CENTER

300 Maiden Lane • Fayetteville, North Carolina 28301-5032 Telephone: (910) 483-7727

MEMORANDUM

DATE:

September 19, 2013

TO:

Jimmy Keefe, Chairman, Board of County Commissioners

FROM:

Willie Wright, Library Board of Trustee Chair

THRU:

Jody Risacher, Library Director

RE:

Trustee Nominations for Library Board Vacancies

At the September 19, 2013 Library Board of Trustees' meeting, the Trustees approved the Nominating Committee's recommendations for the following actions:

- 1. The reappointment of Trustee Susan Mills to a second term, and
- 2. The appointment of Dr. Daniel Montoya to fill the vacant seat on the Library Board of Trustees for the 2014-2016 term.

The Trustees respectfully request the Commissioners' consider the reappointment of Trustees Mills and the appointment of Dr. Daniel Montoya be placed on the Commissioners' October 7, 2013 agenda.

We appreciate you and your fellow Commissioners' consideration.

Sincerely,

Willie Wright

Library Board of Trustee Chair

LIBRARY BOARD OF TRUSTEES

3 Year Term

All terms expire in December and begin in January. Recommendations for nominations placed on first meeting in October agenda and appointments placed on second meeting in October agenda. Although terms will not begin until the following January, the Library takes their new appointees through an orientation process in December before they begin serving in January.

	<u>Date</u>			Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
Daisy D. Maxwell	10/12	2nd	Dec/15	No
7113 Fillyaw Road			12/31/15	
Fayetteville, NC 28303				
868-5611				
Mary E. Thomas	10/12	2nd	Dec/15	No
217 Cecil Avenue	10/12	ZIIG	12/31/15	110
Spring Lake, NC 28390-2522			12/01/10	
497-7574/436-0000 (W)				
Ole Sorensen	11/11	2nd	Dec/14	No
2817 Briarcreek Place			12/31/14	
Fayetteville, NC 28304-3879				
867-9403/309-0000 (C)				
Sara VanderClute	10/12	2nd	Dec/15	No
7669 Heriot Drive	10/12	2	12/31/15	110
Fayetteville, NC 28311-9409				
488-9202 (H) / 494-1405 (C)				
	10 0 to 10 0 to			
Willie Wright	10/10	2nd	Dec/13	No
196 Darrock Court			12/31/13	
Fayetteville, NC 28311-2914				
822-6415/424-8589 x 232 (W)				
Gail A. Riddle	11/11	2nd	Dec/14	No
3175 Odom Road			12/31/14	G-80E)
Hope Mills, NC 28348				
322-1935 (C) / 425-8181 ext. 355				
Sugar Mills	10/10	1.4	D/12	37
Susan Mills 4158 Bent Grass Drive	10/10	1st	Dec/13 12/31/13	Yes
Fayetteville, NC 28312			12/31/13	
485-1385/308-2409 (W)				
	9			

Contact: Jody Risacher, Library Director (or Marili Melchionne – 483-7727 x1304)

Meeting Date: 3rd Thursday of each monthat 9:05 AM; (exception would be 2nd Thursday in December and no regularly scheduled meetings in July and Augus) – Meeting locations are different libraries within the County.

APPLICANTS FOR LIBRARY BOARD OF TRUSTEES

NAME/ADDRESS/PHONE

OCCUPATION

EDUCATOR

EDUCATIONAL BACKGROUND

COGDELL, EDNA (B/F)

734 ASHBURTON DRIVE

NC CENTRAL UNIVERSITY

MS-EDUCATION MLS-LIBRARY SCIENCE

FAYETTEVILLE, NC 28301

488-4582/624-4558

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

MONTOYA, DANIEL (H/M)

PROFESSOR

PHD-NEUROSCIENCE

3505 COKEFIELD CT

FAYETTEVILLE, NC 28306

FSU

BA-PSYCHOLOGY

478-0646/672-1560

Graduate-County Citizens' Academy: N/A

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

WHEATLEY, DIANE

RETIRED

SOME COLLEGE

9774 RAMSEY STREET FAYETTEVILLE, NC 28312

980-0338/728-7126

SERVES ON THE JOINT PLANNING BOARD

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

JIMMY KEEFE Chairman

JEANNETTE M. COUNCIL Vice Chairman

KENNETH S. EDGE CHARLES E. EVANS W.MARSHALL FAIRCLOTH BILLY R. KING EDWARD G. MELVIN



CANDICE WHITE Clerk to the Board

KELLIE BEAM Deputy Clerk

ITEM NO. _ 71

October 2, 2013

October 7, 2013 Agenda Item

TO:

Board of Commissioners

FROM:

Kellie Beam, Deputy Clerk to the Board

SUBJECT:

Joint Senior Citizens Advisory Commission

BACKGROUND: The Joint Senior Citizens Advisory Commission has the following three (3) vacancies:

William J. Watson – completed second term. Not eligible for reappointment. The Joint Senior Citizens Advisory Commission does not have a recommendation at this time.

Tom Cain – completed second term. Not eligible for reappointment. The Joint Senior Citizens Advisory Commission does not have a recommendation at this time.

Brenda Brown – completed second term. Not eligible for reappointment. The Joint Senior Citizens Advisory Commission does not have a recommendation at this time.

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

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

APPLICANT(S) GRADUATING FROM COUNTY CITIZENS' ACADEMY: Ison, Roger

pc:

Mary Brymer, Director

Senior Citizens Center

Attachments

Senior Citizens Advisory Commission

The Senior Citizens Advisory Commission cooperates in an advisory capacity with the City of Fayetteville, Cumberland County and any other interested municipal corporations of Cumberland County in their planning, coordinating and directing programs and activities for senior citizens.

Statutory Authorization: NCGS 160a-460 and Resolution adopted by Board of Commissioners on October 12, 1978

Term: 2 Years

Compensation: None

Duties:

- Serves as an advisory organization for senior citizens governmental units, providing those units with assistance in securing funding and in meeting responsibilities to senior citizens in the area;
- Assists city and county agencies (related to activities of senior citizens) in securing funds, grants, or appropriations necessary to function as directed by city, county, state and federal governments;
- Commission members may visit health care or recreation facilities.

Meetings: Second Tuesday of each month at 2:30 PM

Meeting Location: City Hall, Lafayette Room 433 Hay Street Fayetteville, NC

SENIOR CITIZENS ADVISORY COMMISSION

(Joint Fayetteville/Cumberland County)

2 Year Term

(County Appointees)

	Date	Date		
Name/Address	Appointed	Term	Expires	Eligible For Reappointment
William J. Watson (B/M) 1881 Gola Drive Fayetteville, NC 28301 488-6600	01/11	2nd	Feb/13 2/28/13	No
Dwight Palmer Jr. 1139 Helmsley Drive Fayetteville, NC 28314 867-8136/535-5325 (W)	6/13	2nd	June/15 6/30/15	No
Tom Cain (/M) 2786 Baywood Road Fayetteville, NC 28312 630-3970 (H)	9/11	2nd	Sept/13 9/30/13	No
Brenda Brown (B/F) 1606 Dolphin Drive Spring Lake, NC 28390 497-9315 (H) / 866-6390 ext. 2	9/11 1953 (W) / 818-1604 (2nd C)	Sept/13 9/30/13	No
Glenda Dye 1683 Hazel Hurst Drive Fayetteville, NC 28314 323-4191 Ext. 22 (W)	11/12	2nd	Nov/14 11/30/14	No
Daisy D. Maxwell 7113 Fillyaw Road Fayetteville, NC 28303 868-5611	12/12	2nd	Dec/14 12/31/14	No

Contact: Mary Brymer – Senior Citizens Center Director – Phone: 433-1574 (Interoffice – Parks and Recreation)

Regular Meetings:

2nd Tuesday of each month at 2:30 PM

LaFayette Room - City Hall

APPLICANTS FOR SENIOR CITIZENS ADVISORY BOARD

NAME/ADDRESS/TELEPHONE

OCCUPATION

EDUCATIONAL BACKGROUND

BLAKE, MICHAEL (W/M) 4174 LONGVIEW AVE

BLAKE'S LAWNCARE SERVICE **OWNER**

HS/2 YRS COLLEGE

HOPE MILLS, NC 28348

910-425-5933/797-9291

Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership: No

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No

COGDELL, EDNA (B/F)

734 ASHBURTON DRIVE NC CENTRAL UNIVERSITY

EDUCATOR MS-EDUCATION

FAYETTEVILLE, NC 28301

488-4582/624-4558

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

COLEMAN, JASMINE (B/F)

2722 DALY AVE

SPRING LAKE, NC 28390

910-960-9662/678-1062

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

DEANE, ELIZABETH (W/F)

303 POST AVE

VILLAGE GREEN REHAB.

MILITARY SERVICES

TECHNICIAN

FTCC

DISABLED

ADMISSIONS COORDINATOR

FAYETTEVILLE, NC 28301

229-1135 (C) / 486-5000 (W)

Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership: No

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No

ISON, ROGER (W/M)

2200 DUNN ROAD EASTOVER NC 28312

485-0639/580-3928

Graduate-County Citizens' Academy: YES

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Favetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

BS-BUSINESS ADMIN.

BA-GEOGRAPHY

AS-INFORMATION SYSTEMS

AS-INTERNET TECH.

MLS-LIBRARY SCIENCE

BS-SOCIOLOGY

CURRENT LAW STUDENT

ASSOCIATE DEGREES

APPLICANTS FOR SENIOR CITIZENS ADVISORY BOARD Page 2

NAME/ADDRESS/TELEPHONE

OCCUPATION

EDUCATIONAL BACKGROUND

MEEKINS, BRANDIE R (B/F)

360 BUBBLE CREEK COURT UNIT 11

FAYETTEVILLE, NC 28311

476-4453/678-2560

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

STUCKEY, DEBORAH (B/F)

5578 ARAPAHOE COURT

FAYETTEVILLE, NC 28304 910-826-6747/ 910-224-6786

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

WOODALL, AL II (B/M)

732 GALLOWAY DRIVE

FAYETTEVILLE, NC 28303

910-864-4064

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

ASSISTANT DISPATCHER

CC SCHOOLS

BS-CRIMINAL JUSTICE

AVIATION MANAGEMENT

BACHELORS

LAB INSTRUCTOR

FTCC

RETIRED

US ARMY

DEGREE

JIMMY KEEFE Chairman

JEANNETTE M. COUNCIL Vice Chairman

KENNETH S. EDGE CHARLES E. EVANS W.MARSHALL FAIRCLOTH BILLY R. KING EDWARD G. MELVIN



CANDICE WHITE Clerk to the Board

KELLIE BEAM Deputy Clerk

ITEM NO. 7E

BOARD OF COMMISSIONERS

October 2, 2013

October 7, 2013 Agenda Item

TO:

Board of Commissioners

FROM:

Kellie Beam, Deputy Clerk to the Board

SUBJECT:

Minimum Housing Appeals Board

BACKGROUND: The Minimum Housing Appeals Board will have the following two (2) vacancies:

Alternate Members:

Luther M. McManus - completing first term. Eligible for reappointment.

Steven Hogan - completing first term. Eligible for reappointment.

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

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

APPLICANT(S) GRADUATING FROM COUNTY CITIZENS' ACADEMY: None

pc: Carol Post, Planning and Inspections Department

Attachments

Cumberland County Minimum Housing Appeals Board

The Cumberland County Minimum Housing Appeals Board is a quasi-judicial board created to hear appeals from decisions of the Minimum Housing Inspector.

Statutory Authorization: NCGS 160A-441 et. seq.

Member Specifications:

10 Members

- 5 Regular Members
- 5 Alternate Members

Term: 3 Years

Compensation: None

Duties: The Board may reverse or affirm, wholly or partly, or may modify the decision or order being appealed and may make any decision and order that it deems appropriate in the matter. To that end, it has all the powers of the Inspector.

Meetings: The second Tuesday of the first month of each quarter at 6:30 PM. Special meetings are held on an as needed basis. The total number of annual meetings usually will not exceed twelve. Meetings normally last one to three hours.

Meeting Location: Historic Cumberland County Courthouse, Room 3 130 Gillespie Street Fayetteville, NC

MINIMUM HOUSING APPEALS BOARD 3 Year Staggered Terms

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
Eric F. Jones 123 N. Plymouth Fayetteville, NC 28312 263-3054/487-0204 (W)	02/11	1st	Feb/14 02/28/14	Yes
Clayton O. Burris, Jr. (W/M) 2026 Forest Hills Drive Fayetteville, NC 28303 822-2800	11/12	2nd	Nov/15 11/30/15	No
Linda J. Miller 5815 Cherrystone Drive Fayetteville, NC 28311 480-0063/822-7923 (W)/987-0289	10/10 (C)	2nd	Oct/13 10/31/13	No
Geri Hasapis (-/F) 356 Edinburg Drive Fayetteville, NC 28303 864-7433 / 497-8830	11/11	1st	Nov/14 11/30/14	Yes
Louis L. King (W/M) 1004 Greenhouse Drive Hope Mills, NC 28348 425-3732/797-0260 C	11/11	1st	Nov/14 11/30/14	Yes
(Alternate Members) Luther M. McManus 3472 Thorndike Drive Fayetteville, NC 28311 488-1314 (H)	10/10	1st full term	Oct/13 10/31/13	Yes
Veronica Langston 223 Murray Ford Drive Fayetteville, NC 28314 867-7098/483-4037 (W)	01/11	1st	Jan/14 01/31/14	Yes
Steve Hogan (W/M) 4585 Canasta Court Hope Mills, NC 28348 868-9807/797-1910 (W)	10/10	1st full term	Oct/13 10/31/13	Yes

Minimum Housing Appeals Board, Page 2

	<u>Date</u>			Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
Robert Kater (W/M)	11/11	1st	Nov 14	Yes
714 Blawell Street			11/30/14	
Stedman, NC 28391				
484-3434 (H)				
Henry Gibbs Jr	11/11	1 st	Nov 14	Yes
7505 Coleridge Drive			11/30/14	
Fayetteville, NC 28304				
867-7979 / 988-8602 C				

Meetings:

Quarterly - Second Tuesday of the first month of each quarter per calendar year -

(January, April, July, October)

Historic Cumberland County Courthouse, 130 Gillespie St., Hearing Room 3, 6:30 PM

Contact:

Carol M. Post, 321-6640, Planning and Inspections Department

Cell: 261-7745 (after 5 pm on the day of the meeting)

APPLICANTS FOR MINIMUM HOUSING APPEALS BOARD

NAME/ADDRESS/TELEPHONE

OCCUPATION

TAX AUDITOR

RETIRED

RETIRED - ARMY

DEPT OF COMMERCE

EDUCATIONALBACKGROUND

AMOS, LINDA

917 BASHLOT PLACE

FAYETTEVILLE NC 28303

860-4280 / 486-1010 X 2201

Graduate-County Citizens' Academy: N/A

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: US ARMY ADVANCED LEADERSHIP TRAINING

WHITE, LILLIE (B/F)

6496 TARRYTOWN DR FAYETTEVILLE NC 28314

910-867-3178

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

BACKGROUI

NONE LISTED

NONE LISTED

BS-BUSINESS ADMIN.

JIMMY KEEFE Chairman

JEANNETTE M. COUNCIL Vice Chairman

KENNETH S. EDGE CHARLES E. EVANS W.MARSHALL FAIRCLOTH BILLY R. KING EDWARD G. MELVIN



CANDICE WHITE Clerk to the Board

KELLIE BEAM Deputy Clerk

BOARD OF COMMISSIONERS

ITEM NO. 7F

September 30, 2013

October 7, 2013 Agenda Item

TO:

Board of Commissioners

FROM:

Kellie Beam, Deputy Clerk to the Board KB

SUBJECT:

Transportation Advisory Board

BACKGROUND: The Transportation Advisory Board has the following one (1) vacancy:

County DSS Director or Designee:

Sheila Stevenson – completed second term. Not eligible for reappointment. Recommendation of the Transportation Advisory Board is for the appointment of **Lisa Chance**. (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.

APPLICANT(S) GRADUATING FROM COUNTY CITIZENS' ACADEMY: None

pc: Kristine Wagner, Transportation Program Coordinator, Planning Dept.

Transportation Advisory Board

The Transportation Advisory Board (TAB) is the County Commissioner-approved advisory board for the Community Transportation Program in Cumberland County. The organizational purpose of the TAB is to be a liaison between the Transportation Program Coordinator, the County Commissioners, and the public receiving service, to ensure that the transportation-related needs of the citizens of Cumberland County are and will continue to be met.

Member Specifications:

17 Members with Specific Categories

- City of Fayetteville Representative
- Urban Transit Provider Representative
- Mid-Carolina Council of Governments Director or Designee
- County DSS Director or Designee
- DSS Work First Representative
- Workforce Development Center Director or Designee
- Sheltered Workshop Director or Designee
- Aging Programs Representative
- County Mental Health Director or Designee
- Emergency Medical Services Representative
- County Representative
- County Planning Department Director or Designee
- County Health Director or Designee
- Private Transportation Provider Representative
- Vocational Rehab Director or Designee
- Private Citizen
- At-Large Representatives

Term: 2 Years

Compensation: None

Duties:

- Provides a safe, dependable, accessible and affordable transportation program for elderly and disabled Cumberland County residents in order to enhance their quality of life;
- Allocates funds received through the ROAP Grant to local agencies providing transportation to the elderly, disabled and rural residents of Cumberland County;
- Oversees the official actions of the Community Transportation Program and ensures that Federal and State requirements are met.

Meetings: The third Tuesday of the first month in the quarter, (January, April, July, and October) at 10:00 AM.

Meeting Location: Historic Cumberland County Courthouse 2nd Floor, Room 3 130 Gillespie Street Fayetteville, NC

Alfred Foote Chairman

Glenda Dye Vice Chairman



Kristine Wagner Transportation Coordinator

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

CUMBERLAND COUNTY

TRANSPORTATION ADVISORY BOARD

September 19, 2013

MEMORANDUM

TO:

Kelly Beam, Deputy Clerk to the Board

FROM:

Kristine Wagner, Transportation Program Coordinator

SUBJECT:

TAB Member Terms

The Transportation Advisory Board voted unanimously at their September 17, 2013 meeting to nominate the following individual:

Ms. Lisa Chance (to replace Sheila Stevenson)

If you have any questions or need any additional information please contact me.

TRANSPORTATION ADVISORY BOARD

2 Year Term

(All terms expire November 30th and begin December 1st according to the TAB bylaws.)

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
City of Fayetteville Representative VACANT (Vacated by A. Thomas)) 11/10	2nd	Nov/12 11/30/12	No
Urban Transit Provider Representat Wendy Nunnery Fayetteville City Transit 2816 Bears Den Way Fayetteville, NC 28301 484-8612/433-1748 (W)	<u>ive</u> 11/11	2nd	Nov/13 11/30/13	No
Mid-Carolina Council of Government Glenda Dye Mid-Carolina Council of Government P.O. Box 1510 Fayetteville, North Carolina 28302-323-4191 ext. 22 (W)	11/11 ents	nee 2nd	Nov/13 11/30/13	No
County DSS Director or Designee VACANT (by S. Stevenson)	11/11	2nd	Nov/13 11/30/13	No
DSS Work First Representative Cheryl Campbell Cumberland County DSS P.O. Box 2429 Fayetteville, North Carolina 28302-	11/11 2429	2nd	Nov/13 11/30/13	No
Workforce Development Center Dir Lorria Troy Workforce Development Center 410 Ray Avenue Fayetteville, North Carolina 28301	ector or Designee 11/11	2nd	Nov/13 11/30/13	No

Transportation Advisory Board, page 2 (All terms expire November 30th and begin December 1st according to the TAB bylaws.)

	<u>Date</u>	_	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
Vocational Rehab Representative Shelton L. Clark 1407 Murchison Road Fayetteville, NC 28301 964-3332/486-1717	11/12	2nd	Nov/14 11/30/14	No
7	signee 10/12 ng unexpired term; eli	1st gible to serve a	Nov/13 11/30/13 n additional terr	Yes
910-826-4699				
Aging Programs Representative Elouise Garvin 4017 Bankside Drive Fayetteville, North Carolina 28311	11/11	1st	Nov/13 11/30/13	Yes
County Mental Health Director or D Vince Wagner CC Area Mental Health Center 109 Bradford Avenue Fayetteville, North Carolina 28301- 323-0601(W)	11/11	1st	Nov/13 11/30/13	Yes
Emergency Medical Services Represe VACANT (vacated by Michael Roy Cape Fear Valley – EMC PO Box 2000 Fayetteville, NC 28302 615-5651		1 st	Nov/10 11/30/10	Yes
County Planning Department Direct Tom Lloyd Cumberland County Planning Depar P.O. Box 1829 Fayetteville, North Carolina 28302-1 678-7606 (W)	11/12 etment	1st	Nov/14 11/30/14	Yes

Transportation Advisory Board, page 3 (All terms expire November 30th and begin December 1st according to the TAB bylaws.)

Name/Address	<u>Date</u> Appointed	Term	Expires	Eligible For Reappointment
County Health Director or Designed Ockidde Harris 200 Curry Ford Drive Fayetteville, NC 28314 867-0590/433-3852	11/12	1st	Nov/14 11/30/14	Yes
At-Large Representatives Dorothy A. Harris 270 Lick Creek Drive Linden, NC 28356 897-5265	11/12	2nd	Nov/14 11/30/14	No
Pamela S. Story 631 West Cochran Avenue Fayetteville, NC 28301 339-8350/678-2621	11/12	2nd	Nov/14 11/30/14	No
Faye Lewis 415 Shamos Court Fayetteville, NC 28311 568-6884/323-4191 (ext. 31)	11/12	2nd	Nov/14 11/30/14	No
Alfred Foote 5476 Raeford Rd Fayetteville, NC 28305 910-578-5687	11/12	1st	Nov/14 11/30/14	Yes
MPO Representative Michael Rutan Cumberland County Planning Depart PO Box 1829 Fayetteville, NC 28302	11/12 rtment	1 st	Nov/14 11/30/14	Yes
Dialysis Center Representative Eboni Green 3826 Glencorra Drive Fayetteville, NC 28314 919-889-3996/910-323-5288	11/12	1 st	Nov/14 11/30/14	Yes

^{**}Board was created by the Commissioners on 11/6/00.

Meetings: Third Tuesday in first month of each quarter (Jan., Apr., July, Oct.) at 10:00 AM - Special

meeting held in June.

Location: Historic Courthouse, Courtroom 3B

Contact: Kristine Wagner (Planning & Inspections) x7624, fax # 678-7601

APPLICANTS FOR TRANSPORTATION ADVISORY BOARD

EDUCATIONAL

MASTERS-LIBRARY SCIENCE

NAVAL SCHOOLS

NAME/ADDRESS/TELEPHONE

OCCUPATION

RETIRED

BACKGROUND

BALDWIN, ALICE (B/F)

3218 MASTERS DRIVE

HOPE MILLS, NC 28348

423-7012 / 317-1216

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

BRYANT, STEPHEN (W/M)

US NAVY RESERVES

HS

539 NOTTINGHAM DR

FAYETTEVILLE, NC 28311

757-515-8787

Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership: No

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No

BULLETTE, SHERYL (B/F)

FINANCIAL MGT ANALYST

US ARMY

NONE LISTED

ATTENDING FTCC

3425 STONECLAVE PLACE

HQS FORSCOM

FT BRAGG

CRIMINAL JUSTICE

FAYETTEVILLE, NC 28304

867-0150 (H) / 570-5810 (W)

Graduate-County Citizens' Academy: N/A

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: ARMY MANAGEMENT STAFF COLLEGE

DECOSTA, JOSEPH (W/M)

US WARRANT OFFICER

CURRENT STUDENT

7016 MARINERS LANDING DR

FAYETTEVILLE NC 28306

286-9686/396-5724

Graduate-County Citizens' Academy: Starts September 2013

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Favetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

FORD, STANLEY (B/M)

4013 POLK DRIVE

HOPE MILLS, NC 28348

910-425-5639

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: ARMY NCO LEADERSHIP COURSE

4

BS-ADMIN./MGMT

APPLICANTS FOR TRANSPORTATION ADVISORY BOARD PAGE 2

OCCUPATION NAME/ADDRESS/TELEPHONE

EDUCATIONAL BACKGROUND

GILFUS, PHILLIP (W/M) 2602 COLGATE DRIVE FAYETTEVILLE, NC 28304 **ATTORNEY**

BA-COMMUNICATIONS

J.D. MPA

910-916-2448

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

HERNANDEZ, ANTOINETTE (B/F)

ADMIN. ASST & GENERAL

7661 BEVERLY DRIVE

MANAGER - CAPE FEAR

FTCC-ACCOUNTING

FAYETTEVILLE, NC 28314

263-1833 (H) / 323-4424, 864-8085 (W)

Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

HUFFAM, JEFFERSON (B/M)

3911 W. BENT GRASS DRIVE

FAYETTEVILLE, NC 28312

910-485-3024 / 910-308-7404

Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO

Graduate-Leadership Favetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: MILITARY LEADERSHIP SCHOOLS

ISON, JR, ROGER (W/M)

2200 DUNN ROAD EASTOVER NC 28312

485-0639/580-3928

Graduate-County Citizens' Academy: N/A

Graduate-Institute for Community Leadership: No

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No

JADEN, LEILA (B/F)

5608 MIRANDA DRIVE

HOPE MILLS, NC 28348

910-366-8859

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Favetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

ADULT DHCC, SYLVESTER

LOVING, LLC.

DISABLED

RETIRED

MINISTER UNION OAK AME ZION CHURCH

BS-SOCIAL SCIENCE MS-HUMAN RES.

PHD-BUSINESS ADM.

BS-BUSINESS

BA-GEOGRAPHY AS-INTERNET

AS-INFORMATION SERV

PHD STUDENT

APPLICANTS FOR TRANSPORTATION ADVISORY BOARD PAGE 3

EDUCATIONAL

NAME/ADDRESS/TELEPHONE

OCCUPATION

BACKGROUND

JAMES, QUINSENTINA (-/F)

EMPLOYMENT CASE MANAGER

MSM-MGMT

2441 CANFORD LANE

FAYETTEVILLE, NC 28304

FTCC - WORKFORCE DEVLOPMENT HR & HEALTHCARE

910-323-3421 EXT 2141

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

LANTHORN, JOHNNY (W/M)

POWER PLANT MAINTENANCE

HIGH SCHOOL

6841 MAIN ST

WADE NC 28395

PWC

484-7467/850-8453

SERVES ON THE AIR QUALITY STAKEHOLDERS COMMITTEE

Graduate-County Citizens' Academy: N/A

Graduate-Institute for Community Leadership: No

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No

MCKOY, WILLIE JR (B/M)

CIVIL SERVICE

MA-HUMAN RESOURCES

1632 GREENOCK AVE

FT. BRAGG

MANAGEMENT BS-EDUCATION

FAYETTEVILLE, NC 28304

273-2976/432-5571

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Favetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

MEADOWS, GERALDINE (B/F)

235 ROSEMARY STREET

578-7273 / 919-718-4650

WORKFORCE DEVELOPMENT SPECIALIST - LEE COUNTY

MASTERS STUDENT **BA-SOCIOLOGY**

FAYETTEVILLE, NC 28301

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

MURRELL, CHARMAINE F (B/F)

ALUMNI RELATIONS & PROGRAM

BA-COMMUNICATION MS-INTERNATIONAL

313 BRYAN STREET FAYETTEVILLE, NC 28305

COORDINATOR FTCC

RELATIONS

286-3533 (H) / 678-8363 (W)

Graduate-County Citizens' Academy: N/A

Graduate-Institute for Community Leadership: Yes

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No

APPLICANTS FOR TRANSPORTATION ADVISORY BOARD PAGE 4

NAME/ADDRESS/TELEPHONE

OCCUPATION

EDUCATIONAL BACKGROUND

RAY, LATARA (B/F)

GRADUATION COORDINATOR

MA-BUSINESS

5823 NESSEE ST

FSU

BA-SOCIOLOGY

FAYETTEVILLE, NC 28314

AS-BUSINESS ADMIN.

860-3443/587-7795

SERVES ON THE ADULT CARE HOME COMMUNITY COMMITTEE

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

RAY, RODNEY (B/M)

SENIOR MANPOWER MANAGEMENT BS-BUSINESS ADMIN.

5823 NESSEE STREET

GOVERNMENT CONTRACTOR

MBA

FAYETTEVILLE, NC 28314

910-587-7909

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Favetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

SAULNIER, STEVEN MICHAEL (W/M)

ASSISTANT PROJECT MANAGER

NONE LISTED

117 GRANDE OAKS DRIVE UNIT 6

FAYETTEVILLE NC 28314

CHIMES

910-639-0602

Graduate-County Citizens' Academy: N/A

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

WHEATLEY, DIANE

RETIRED

SOME COLLEGE

9774 RAMSEY STREET FAYETTEVILLE, NC 28312

980-0338/728-7126

SERVES ON THE JOINT PLANNING BOARD

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

WILLET, RONNIE (W/M)

FIRE CAPTAIN

CITY OF FAYETTEVILLE

MASTERS-PUBLIC ADMIN. **BS-FIRE SCIENCE MGMT**

8927 MAIN ST 391-8093/433-1413

GODWIN, NC 28344

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

APPLICANTS FOR TRANSPORTATION ADVISORY BOARD PAGE 5

NAME/ADDRESS/TELEPHONE

OCCUPATION

EDUCATIONAL

BACKGROUND

ZOLMAN, ZACHARY SCOTT (-/M)

718 SARAZEN DRIVE

STUDENT/COMPUTER LAB COORDINATOR FT. BRAGG **CURRENT STUDENT**

FAYETTEVILLE, NC 28303

419-566-7167

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

JIMMY KEEFE Chairman

JEANNETTE M. COUNCIL Vice Chairman

KENNETH S. EDGE CHARLES E. EVANS W.MARSHALL FAIRCLOTH BILLY R. KING EDWARD G. MELVIN



CANDICE WHITE Clerk to the Board

KELLIE BEAM Deputy Clerk

BOARD OF COMMISSIONERS

ITEM NO. 8A

October 2, 2013

October 7, 2013 Agenda Item

TO:

Board of Commissioners

FROM:

Kellie Beam, Deputy Clerk to the Board 16

SUBJECT:

Community Child Protection/Fatality Prevention Team

BACKGROUND: On September 16, 2013, the Board of Commissioners nominated the following individuals to fill two (2) vacancies on the Community Child Protection/Fatality Prevention Team.

<u>Law Enforcement Officer Position – Sheriff's Office:</u> **Sgt. Kimberly Gagnon** (new appointment)

<u>Law Enforcement Officer Position – Fayetteville City Police Department:</u> **Lt. Timothy Tew** (new appointment)

I have attached the current membership list for this board.

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

Attachment

pc: Christal Kellon, Department of Social Services

Cumberland County Child Protection/Fatality Prevention Team

The Cumberland County Child Protection/Fatality Prevention Team was formed when, in 1995, the General Assembly expanded the prevention efforts of General Statute 143-571, which declared community responsibility for the prevention of child abuse, neglect and child deaths. Team composition requires confidentiality and the ability to objectively search through sensitive data to improve outcomes for children in Cumberland County.

Statutory Authorization: GS 143-576.2

Member Specifications:

- 21 Members with Specific Categories:
 - Social Services Director (1)
 - Social Services Staff Member (1)
 - Law Enforcement Officer (1)
 - Attorney from the District Attorney's Office (1)
 - Executive Director of Community Action Agency or Designee (1)
 - Local School Superintendent of Designee (1)
 - Social Services Board Member (1)
 - Mental Health Professional (1)
 - Guardian Ad Litem Coordinator or Designee (1)
 - Health Director or Designee (1)
 - Health Care Provider (1)
 - Emergency Medical Services Provider or Firefighter (1)
 - District Court Judge (1)
 - County Medical Examiner (1)
 - Representative of Local Day Care Facility or Head Start (1)
 - Parent of a Child Who Died Prior to 18th Birthday (1)
 - Optional At-large Members (Up to 5)

Term: 3 Years

Compensation: None

Duties:

- Reviews medical examiners' reports, death certificates and other records of deceased county residents under the age of 18;
- Members discuss outcomes of services and circumstances surrounding the child's death;
- Promote understanding of the causes of child deaths and identify deficiencies in the delivery of services to children and families by public agencies;
- Make and carry out recommendations for changes that will prevent future child deaths.

Meetings: Third Thursday of each month at 3:00 PM

Meeting Location: Department of Social Services Building 4th Floor, Room 440 1225 Ramsey Street Fayetteville, NC

CUMBERLAND COUNTY COMMUNITY CHILD PROTECTION/FATALITY PREVENTION TEAM

(County Commissioner Appointees)

3 Year Terms

	5 Tour To	illo		
Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Law Enforcement Officer Position Sheriff's Office: VACANT (Vacated by T. Britt) CC Sheriff's Office 131 Dick Street	4/10	1st full term	Apr/13 4/30/13	Yes
Fayetteville, NC 28301 677-5475 (W) / 677-5593 (Fax)				
Fayetteville City Police Department: Bill Mitrisin Fayetteville Police Dept. 467 Hay Street Fayetteville, NC 28301 433-1855	4/10	2nd	Apr/13 4/30/13	No
EMS Provider or Firefighter Position Leslie Campbell 610 Gillespie Street Fayetteville, NC 28301 615-5629 (W)	9/11	2nd	Sept/14 9/30/14	No
Parent of a Child Who Died Before R VACANT (vacated by B. Bethea)	11/08	rthday Position 1st	May/10 5/31/10	Yes
At-Large Positions VACANT (Vacated by A. Wiggins)	11/09	2nd	Nov/12 11/30/12	No
Catherine Lesica 2910 Swiftcreek Drive Fayetteville, NC 28303 867-7784 / 323-1425 (W)	3/13	2nd	Mar/16 3/31/16	No
VACANT (Vacated by T. Griffin)	9/11	2nd	Sept/14 09/30/14	No

Contact: Ms. Christal Kellon (DSS) - 677-2551

Meets the 3rd Thursday of each month at 3:00 pm – DSS, 4th Floor, Room 440

JIMMY KEEFE Chairman

JEANNETTE M. COUNCIL Vice Chairman

KENNETH S. EDGE CHARLES E. EVANS W.MARSHALL FAIRCLOTH BILLY R. KING EDWARD G. MELVIN



CANDICE WHITE Clerk to the Board

KELLIE BEAM Deputy Clerk

BOARD OF COMMISSIONERS

ITEM NO. __8B

October 2, 2013

October 7, 2013 Agenda Item

TO:

Board of Commissioners

FROM:

Kellie Beam, Deputy Clerk to the Board VB

SUBJECT:

Cumberland County Juvenile Crime Prevention Council

BACKGROUND: On September 16, 2013, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Juvenile Crime Prevention Council:

At-Large Representatives:
Stephanie Glover (reappointment)

I have attached the current membership list for this council.

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

Attachment

pc:

Mark Stang, Cumberland County Communicare

Juvenile Crime Prevention Council

The purpose of the Juvenile Crime Prevention Council is to help prevent at-risk juveniles from delinquency. Develop community-based delinquency alternatives to training schools and to provide community-based delinquency and substance abuse prevention strategies and programs. Provide non-institutional dispositional alternatives that will protect the community and the juveniles. Plan and organize programs in partnership with the state.

Statutory Authorization: NCGS 147-33.49

Member Specifications:

26 Members with Specific Categories:

- Local School Superintendent or designee (1)
- Chief of Police (1)
- Local Sheriff (1)
- District Attorney or designee (1)
- Chief Court Counselor or designee (1)
- Director of Mental Health or designee (1)
- Director of Social Services or designee (1)
- County Manager or designee (1)
- Substance Abuse Professional (1)
- Member of Faith Community (1)
- County Commissioner (1)
- Person under 21 (1)
- Juvenile Defense Attorney (1)
- Chief District Court Judge or designee judge (1)
- Member of Business (1)
- Health Director or designee (1)
- United Way or nonprofit (1)
- Parks and Recreation Representative (1)
- At-Large Members (Maximum of 7)
- Non-Voting Member (1)

Term: 2 Years

Compensation: None

Duties:

 Annual review of the needs of juveniles in the county who are at-risk or who have been adjudicated. Council shall develop a request for proposal process and submit to the County Commissioners a written plan of expenditures. Upon the County's authorization, the plan must be approved by the Office;

- Ensure appropriate community based intermediate dispositions for adjudicated juveniles are available, pursuant to minimum standards set by the Office; and
- Perform the following on an ongoing basis:
 - 1. Assess needs of juveniles in the community, evaluate resources, plan for unmet needs;
 - 2. Evaluate performance of juvenile services/programs as a condition of continued funding of programs;
 - 3. Increase public awareness causes of delinquency and prevention efforts;
 - 4. Develop intervention strategies and risk assessments for at-risk youth;
 - 5. Provide funds for services: treatment/counseling/parenting/rehabilitation;
 - 6. Plan permanent funding streams for delinquency prevention programs.

Meetings: Second Wednesday of each month at 8:00 AM. Meetings are normally one to two hours in length.

Meeting Location: Cumberland County CommuniCare, Conference Room 226 Bradford Ave Fayetteville, NC 28301

CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL

(Two year terms)

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

Local School Superintendent or designee

Bruce Morrison

1/12

Cumberland County Schools

P.O. Box 2357

Fayetteville, North Carolina 28302

Phone: 678-2495

Chief of Police or designee

Lt. Timothy Tew

7/13

Fayetteville Police Department

467 Hay Street Phone: 433-1910

Local Sheriff or designee

Matthew Hurley

9/11

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

Name/Address Date Eligible For 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

James Lawson, Assis. 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	8/12	2nd	Aug/14 8/31/14	No
Member of Faith Community Shawn Withy-Allen Manna Church 5117 Cliffdale Road Fayetteville, NC 28314 910-867-9151	10/12	1st	Oct/14 10/31/14	Yes
Person Under Age 21 VACANT (vacated by J. Hassell)	01/11	1 st 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	8/12 32-28302)	2nd	Aug/14 8/31/14	No
Member of Business Community La-Lisa Hewett-Robinson S. Regional Area Health Education 1601 Owen Drive Fayetteville, NC 28304 678-7293	8/12 Ctr.	2nd	Aug/14 8/31/14	No
United Way or Non-Profit Linda Blanton 5753 Bear Creek Cir Fayetteville, NC 28304 (serving un 574-6522/826-3109	8/12 expired term; eligible	1 st for two additior	Aug/14 8/31/14 nal two year tern	Yes ms)
At Large Representatives Detective Melton Brown 300 Ruth Street Spring Lake, NC 28390 436-7167	8/13	1st	Aug/15 8/31/15	Yes

Cumberland County Juvenile Crime Prevention Council, Page 4

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Tyra Cohen 6509 Brookstone Lane	8/13	1st	Oct/14 10/31/14	Yes
Fayetteville, NC 28314 257-9979	(serving unexpired to	erm; eligible fo	r one additional	l term)
Kay Stuertz 112 Devane Street Fayetteville, NC 28305 433-2877	8/13	1st	Aug/15 8/31/15	Yes
Sonya Thompson 410 Ray Street Fayetteville, NC 28301 323-3421 x 2123	8/13	1st	Aug/15 8/31/15	Yes
Margarita Dostall Cumberland County Board of Educ 2465 Gillespie Street Fayetteville, NC 28306 484-1176	8/12 ation	2nd	Aug/14 8/31/14	No
Stephanie Glover 3801 Chadbourne Drive Fayetteville, NC 28312 263-0494/907-5755	10/11	1st	Oct/13 10/31/13	Yes
Latoya Gordon Fayetteville Police Department 467 Hay Street Fayetteville, NC 28301 910-433-1033	10/12	1st	Oct/14 10/31/14	Yes

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 – 226 Bradford Ave, Fayetteville NC 28301

Contact: Cumberland County Communicare – Phone: 829-9017 Fax: 485-4752

JIMMY KEEFE Chairman

JEANNETTE M. COUNCIL Vice Chairman

KENNETH S. EDGE CHARLES E. EVANS W.MARSHALL FAIRCLOTH BILLY R. KING EDWARD G. MELVIN



CANDICE WHITE Clerk to the Board

> KELLIE BEAM Deputy Clerk

BOARD OF COMMISSIONERS

ITEM NO. _

8C

October 2, 2013

October 7, 2013 Agenda Item

TO:

Board of Commissioners

FROM:

Kellie Beam, Deputy Clerk to the Board

SUBJECT:

Cumberland County Local Emergency Planning Committee

BACKGROUND: On September 16, 2013, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Cumberland County Local Emergency Planning Committee:

Operators of Facilities Representative:

Mark Faircloth (reappointment)

I have attached the current membership list for this committee.

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

Attachment

pc:

Gene Booth, Emergency Services

Cumberland County Emergency Planning Committee

The Cumberland County Emergency Planning Committee's primary task is to serve as a liaison between industry and the community by working with facilities to develop their facility emergency response plans.

Statutory Authorization: Emergency Planning and Community Right to Know Act of 1986 (301C)

Member Specifications:

13 Members (Minimum) with Specific Categories:

- Print and Broadcast Media
- Operators of Facilities
- Law Enforcement
- Emergency Management
- Community Group
- Transportation
- Health
- Hospital
- Fire Fighter
- First Aid
- At-large
- Local Environmental Representative
- Utilities

Term: 3 Years

Compensation: None

Duties:

- Provide a basis for the community to develop and tailor a chemical emergency planning and response program to suit its needs;
- Provide the public with identity, quantity, location, and properties of hazardous substances in the community;
- Review the county and facility plans annually and conduct emergency drills to test the plan. The annual review of the plan should include a hazards analysis and an evaluation of available resources that could be used during a response for a chemical incident.

Meetings: On the last Thursday of the first month of each quarter at 10:00 AM. Members are also required to attend and work with the subcommittee they are assigned to. The meetings generally last approximately one hour. The time required for the subcommittee would vary depending on the nature of the subcommittee (i.e., Membership, Resources, Exercise, Planning, etc.)

Meeting Location: Public Works Commission 955 Old Wilmington Road Fayetteville, NC

CUMBERLAND COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

3 Year Term (Staggered Terms Initially)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Print and Broadcast Media Represent Tracie Davis City of Fayetteville 2415 Silverbells Loop Fayetteville, NC 28304 Phone: 391-2476 (C) 568-5880 (H)	tative 8/13	1st	Aug/16 8/31/16	Yes
Sally Shutt CC Communications Manager P.O. Box 1829 Fayetteville, NC 28302 Phone: 437-1921	8/13	2nd	Aug/16 8/31/16	No
Operators of Facilities Representative Rayford Hunt Hexion Specialty Chemicals 1411 Industrial Drive Fayetteville, NC 28301 485-9269	<u>e</u> 12/11	2nd	Dec/14 12/31/14	No
VACANT (vacated by Gene Smith) Goodyear Tire and Rubber 6650 Ramsey Street Fayetteville, NC 28311 893-8213/630-5678 (W)	8/09	1 st	Aug/12 8/31/12	Yes
Mark Faircloth (Eaton Corporation) 338 Hilliard Drive Fayetteville, NC 28311 482-4266/677-5219	10/10	1st	Oct/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31/13 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10/31 10	Yes
Antionette Barnes (/F) Purolator Filters 3200 Natal Road Fayetteville, NC 28306 426-4283 (W)	2/13	2nd	Feb/16 2/28/16	No

Cumberland County Local Emergency Planning Committee, page 2

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Law Enforcement Representative Lt. Freddie Johnson Jr. NC Highway Patrol 5455 Grimes Road Fayetteville, NC 28306 423-6881/486-1058	4/13	1st	Apr/16 4/30/16	Yes
Lt. Charles Parker Cumberland Co. Sheriff's Office 131 Dick Street Fayetteville, NC 28301-5750 677-5412	6/10	1 st full	Aug/13 8/31/13	No
Capt. Kenneth Eaker Fayetteville Police Department 467 Hay Street Fayetteville, NC 28301-5565 433-1819	2/13	2nd	Feb/16 2/28/16	No
Emergency Management Representate Gene Booth Cumberland County Emergency Serv 131 Dick Street Fayetteville, NC 28301 678-7641	8/13	2nd	Sept/16 9/30/16	No
Community Group Representative VACANT (vacated by J. Womble)	8/07	2 nd	Aug/10 8/31/10	No
Transportation Representative VACANT (vacated by Eddie Smith)	2/09	1st	Dec/12 12/31/12	Yes
Health Representative VACANT (vacated by B. Wilson) 01	/11	1st	Jan/12 1/31/12	Yes

(serving unexpired term; eligible to serve two additional three-year terms)

Cumberland County Local Emergency Planning Committee, page 3

	Date			Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
Hospital Representative				
Marsha Lunt	8/13	1st	Feb/16	Yes
227 Summertime Road	1607	Foot - terms - max	2/28/16	10 N
Fayetteville, NC 28303	(serving unexpired t	erm; eligible fo	or one additional	term)
868-1207/907-6688				
T 711 T				
Fire Fighting Representative	10/11	0 1	D /14	NT.
VACANT (Vacated by T. Allen)	12/11	2nd	Dec/14	No
Fire/Emergency Management			12/31/14	
City of Fayetteville				
First Aid Representative				
James Bullard Jr.	4/13	1 st	Nov/13	Yes
Cumberland Co. EMS/Emergency		1	11/30/13	168
Cape Fear Valley Health System	wanagement		11/30/13	
610 Gillespie St				
Fayetteville, NC 28306	(serving unexpired terr	m: eligible for	two additional te	erms)
615-5696/988-8871	(serving unexpired ten	in, engiole for	two additional to	Jillis)
010 0000000 0071				
At-Large Representative				
Phillip McCorquodale	4/13	2nd	April/16	No
3814 Corapeake Drive			04/30/16	
Fayetteville, NC 28312				
323-4112/323-9600 (W)				
Marsha Fogle	8/13	2nd	Aug/16	No
PO Box 278			08/31/16	
Stedman, NC 28391				
483-9579				
T 15	¥			
Local Environmental Representativ Paul Rawls		1	E-1/12	V
	2/10	1st	Feb/13	Yes
225 Green Street, Suite 714 Fayetteville, NC 28301			2/28/13	
424-3330 (H) / 433-3303 (W)				
Utilities Representative				
The state of the s	2/13	2nd	Feb/16	No
[13] [13] [2] [2] [2] [2] [2] [2] [2] [2] [2] [2	-			210
223-4118				
424-5556 (H) / 433-3303 (W) <u>Utilities Representative</u> Ray Jackson (/M) Public Works Commission 955 Old Wilmington Road Fayetteville, NC 28301 223-4118	2/13	2nd	Feb/16 2/28/16	No

Cumberland County Local Emergency Planning Committee, page 4

	<u>Date</u>			Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
Andrew Moore	8/13	2nd	Aug/16	No
Directorate of Public Works			8/31/16	
Environmental Compliance Branch	h			
2175 Reilly Road, Stop A				
Fort Bragg, NC 28310				
813-8506				

Ex-Officio Members:

Emergency Management

Randy Beeman, Cumberland County Emergency Services

Fayetteville Fire/Emergency Management

Ben Major, Chief, Fayetteville Fire Department

James Martin, County Manager

Contact: Randy Beeman, Director – Emergency Services – x7688 or Gloria Simms and Gene Booth – Emergency Management Officer, Emergency Services

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