
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE – ROOM 118
AUGUST 4, 2014
9:00 AM

INVOCATION Commissioner Charles Evans

Minister:

Pledge of Allegiance

Recognition of Chairman Jeannette Council on her recent election as President of the Women of NACo (WON) of the National Association of Counties (NACo)

Recognition of Vice Chairman Kenneth Edge on his reappointment to the NACo Finance Committee

Recognition of Commissioner Jimmy Keefe on being appointed to serve as a member of the State Community Corrections Advisory Board

Recognition of Kenny Bailey, Horticulture Agent with the Cumberland County Cooperative Extension, on receiving the 2014 Outstanding Extension Staff Award from the NC Extension Master Gardener Volunteer Association

Recognition of Brenda Reid Jackson, Director of Department of Social Services, on her nomination to represent North Carolina on the board of National Association of County Human Services Administrators

Recognition of Bobby Redding, Attorney with the Department of Social Services, on being named the North Carolina Guardianship Association's Hero in Guardianship

1. Approval of Agenda
2. Consent Agenda
 - A. Approval of minutes for the June 9, 2014 special meeting for Closed Session for Personnel Matters and the FY 2015 Budget Public Hearing, the June 10, 2014 special meeting for Department Head Appeals and Budget Work Session, the June 16, 2014 regular meeting and the July 7, 2014 special meeting for Consideration of Resolution and Continued Legislative Partnership.

- B. Approval of Tax Collector's Preliminary Report and Proposed Annual Settlement for FY14. **(Pg. 11)**
- C. Approval of FY15 Tax Charge to the Tax Collector. **(Pg. 17)**
- D. Approval of Records Retention and Disposition Schedule for DMV Cycle Lists for Tax Administration. **(Pg. 20)**
- E. Approval of Induction of 2014 Agriculture Hall of Fame Nominees. **Pg. 22**
- F. Approval of Declaration of Surplus County Property and Authorization to Accept Insurance Settlement. **(Pg. 27)**
- G. Approval of Employment Contracts for the County Attorney and Clerk to the Board. **(Pg. 30)**
- H. Approval of Contract to Turner Business Appraisers, Inc. for Additional Auditing Services for the Cumberland County Tax Office. **(Pg. 37)**
- I. Approval of Relocation of Previously Granted Sanitary Sewer Easement to Allison Holdings, L.L.C within the Industrial Park. **(Pg. 45)**
- J. Approval of Revised Lease with Coastal Horizons Center, Inc. **(Pg. 54)**
- K. Approval of Resolution of Intent to Close Woody Street (aka Joseph Street) and Calling for a Public Hearing. **(Pg. 63)**
- L. Approval of Proposed Additions to the State Secondary Road System:
(Pg. 79)

The Village at Rockfish Subdivision:

Summer Cove Drive,
Dunkirk Court
- M. Approval of Report on the Disposal of Surplus Property Pursuant to NCGS 160A-226(a). **(Pg. 82)**
- N. Budget Revisions: **(Pgs. 84-103)**
 - (1) Tourism Development Authority
 - a. Revision in the amount of \$124,889 to recognize additional revenues earned in FY2014 from the US Open Golf Tournament, the Inaugural All American Marathon and soccer tournament. (B14-431) **Funding Source – Occupancy Tax**
(Pg. 84)

- b. Revision in the amount of \$200,000 to budget anticipated additional revenues for FY2015 from the All American Marathon and Iron Mike Marathon & Iron Mike Half-Marathon and soccer tournament. (B15-004) **Funding Source – Occupancy Tax** (Pg. 85)
- (2) Federal Forfeiture - Justice
- Revision in the amount of \$25,000 to appropriate fund balance to purchase a K-9 and other operating needs. (B15-002) **Funding Source – Federal Forfeiture Fund Balance** (Pg. 86)
- (3) Sheriff
- Revision in the amount of \$40,678 to appropriate fund balance to recognize insurance proceeds received in FY2014. (B15-005) **Funding Source – Fund Balance Appropriated** (Pg. 87)
- (4) Health
- School Health - Revision in the amount of \$100,007 to budget anticipated additional revenues from the state, to contract for a Community Liaison to work in the school system to educate students on health risk factors. (B15-006) **Funding Source – State** (Pg. 88)
- (5) Information Services
- Revision in the amount of \$175,000 to appropriate fund balance from the software reserve to cover expenses in researching and obtaining new financial software. (B15-007) **Funding Source – Fund Balance Appropriated** (Pg. 89)
- (6) Beaver Dam Fire District
- Revision in the amount of \$2,549 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-010) **Funding Source – Fire District Tax** (Pg. 90)
- (7) Bethany Fire District
- Revision in the amount of \$5,615 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-011) **Funding Source – Fire District Tax** (Pg. 91)

- (8) Bonnie Doone Fire District

Revision in the amount of \$4,410 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-012)

Funding Source – Fire District Tax (Pg. 92)

- (9) Cotton Fire District

Revision in the amount of \$33,363 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-013)

Funding Source – Fire District Tax (Pg. 93)

- (10) Godwin-Falcon Fire District

Revision in the amount of \$775 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-014) **Funding**

Source – Fire District Tax (Pg. 94)

- (11) Manchester Fire District

Revision in the amount of \$1,037 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-015)

Funding Source – Fire District Tax (Pg. 95)

- (12) Pearces Mill Fire District

Revision in the amount of \$28,130 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-016)

Funding Source – Fire District Tax (Pg. 96)

- (13) Stedman Fire District

Revision in the amount of \$324 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-017) **Funding**

Source – Fire District Tax (Pg. 97)

- (14) Stoney Point Fire District

Revision in the amount of \$5,527 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-018)

Funding Source – Fire District Tax (Pg. 98)

- (15) Vander Fire District

Revision in the amount of \$1,785 to appropriate fund balance to payout additional revenues earned in prior fiscal year. (B15-019)

Funding Source – Fire District Tax (Pg. 99)

(16) Library

- a. Grants – Revision in the amount of \$31,880 to recognize EZ Planning Grant from the state for a consultant to assist the library in developing a new long range plan. (B15-020) **Funding Source – State** (Pg. 100)
- b. Grants – Revision in the amount of \$790 to recognize a grant from the Chapin Foundation Trust to enhance youth services department. (B15-021) **Funding Source – Grant** (Pg. 101)
- c. Grants – Revision in the amount of \$3,890 to recognize a grant from the Art’s Council for Storytelling Festival to pay performers and expenses. (B15-022) **Funding Source – Grant** (Pg. 102)
- d. Grants – Revision in the amount of \$32,640 to appropriate E-Rate funds received in FY2014. (B15-023) **Funding Source – Fund Balance Appropriated** (Pg. 103)

ITEMS OF BUSINESS (Pgs. 104-135)

- 3. Consideration of a Resolution of Official Intent to Pursue Financing and to Reimburse Expenditures with Proceeds of a Borrowing for Fayetteville Technical Community College (FTCC). (Pg. 104)
- 4. Consideration of Designation of Voting Delegate to North Carolina Association of County Commissioners (NCACC) Conference. (Pg. 107)
- 5. Consideration of Cumberland County’s Nomination and Appointment of Commissioner Ed Melvin to the Southeastern Partnership, Inc. / North Carolina’s Southeast Board of Directors. (Pg. 109)
- 6. Nominations to Boards and Committees (Pgs. 110-131)
 - A. Board of Health (1 Vacancy) (Pg. 110)
 - B. Mid-Carolina Aging Advisory Committee (1 Vacancy) (Pg. 117)
 - C. Nursing Home Advisory Board (3 Vacancies) (Pg. 124)

7. Appointments to Boards and Committees (Pgs. 132-135)

A. Appointment of ABC Board Chairman (Pg. 132)

Nominee: Johnson Chestnutt

B. Joint Appearance Commission (1 Vacancy) (Pg. 134)

Nominee: Sheila Wilson (Reappointment)

RECESS THE BOARD OF COMMISSIONERS' MEETING.

CONVENE THE OVERHILLS WATER & SEWER DISTRICT GOVERNING BOARD MEETING (SEE SEPARATE AGENDA) / ADJOURN (Pg. 136)

RECONVENE THE REGULAR BOARD OF COMMISSIONERS MEETING.

8. Closed Session: A) Economic Development Matter(s)
Pursuant to NCGS 143-318.11(a)(4).

ADJOURN

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE – WWW.CO.CUMBERLAND.NC.US. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON FAYETTEVILLE/ CUMBERLAND EDUCATIONAL TV (FCETV) TIME WARNER CABLE CHANNEL 5 AND 97-3 ON THE DIGITAL TIER. IT WILL BE REBROADCAST ON TUESDAY, AUGUST 5, 2014 AT 7:30 P.M.

REGULAR BOARD MEETINGS:

August 18, 2014 – (Monday) – 6:45 PM
September 2, 2014 – (Tuesday) – 9:00 AM
September 15, 2014 – (Monday) – 6:45 PM

**OVERHILLS PARK WATER & SEWER DISTRICT GOVERNING BOARD AGENDA
SPECIAL MEETING
COURTHOUSE – ROOM 118
AUGUST 4, 2014
9:00 AM**

1. Consent Agenda
 - A. Approval of Agenda.
 - B. Approval of minutes of May 6, 2013 and June 16, 2014 special meetings.
 - C. Approval of the Spring Lake Interlocal Agreement for the Overhills Park Water & Sewer District. (Pg. 87)

ADJOURN THE SPECIAL MEETING OF THE OVERHILLS PARK WATER & SEWER DISTRICT GOVERNING BOARD.

RECONVENE THE REGULAR BOARD OF COMMISSIONERS' MEETING.

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE – WWW.CO.CUMBERLAND.NC.US. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

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September 2, 2014 – (Tuesday) – 9:00 AM
September 15, 2014 – (Monday) – 6:45 PM**



News Release

FOR IMMEDIATE RELEASE

July 25, 2014

Public Information Office

Contact: Sally Shutt, Director

Telephone: 910-437-1921, E-mail: sshutt@co.cumberland.nc.us

Commissioners To Serve In National & State Organizations

FAYETTEVILLE – Three Cumberland County Commissioners have been elected or appointed to serve in positions with national and state organizations.

Chairman Jeannette Council was elected president of the Women of NACo Leadership Network during the National Association of Counties (NACo) conference held July 11-14 in New Orleans.

“I am proud to represent Cumberland County and the state of North Carolina in this post, and I look forward to working with and supporting the organization’s members as we strive to enhance the leadership opportunities for women in all levels of government,” Council said.

Council served as president-elect of the Women of NACo last year and is a past secretary. In addition to her work with the national organization, Council was elected to the N. C. Association of County Commissioners’ Board of Directors and is currently serving as District 6 director until 2016.

Council has been a county commissioner since 2000 and has served three terms as chairman and three terms as vice chairman.

Edge Re-Appointed To NACo Finance Committee

Board of Commissioners Vice Chairman Kenneth Edge was re-appointed to the NACo Finance Committee during the conference. In addition to his work with NACo, Edge has served as president of the N.C. Association of County Commissioners and as a member of the state association’s Board of Directors from 2004-2005 and 2007-2012.

Edge, a retired Cumberland County Schools principal, has been a county commissioner since 2000. He has served two terms as the board’s vice chairman and chairman.

“It has been a great experience serving on the national board because you not only work with commissioners throughout the country, but also with the executive director for the management association and tax administrators,” Edge said. “You get a good perspective about what is happening with other counties.”

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Keefe Appointed To Corrections Advisory Board

Commissioner Jimmy Keefe has been appointed to serve as a member of the North Carolina Community Corrections Advisory Board representing urban county commissioners. Keefe was appointed July 16 by N.C. Senate Pro Tem Phil Berger.

The Community Corrections Advisory Board is responsible for reviewing criteria for monitoring and evaluating community-based corrections programs, recommending priorities, reviewing program standards and reviewing evaluations of programs.

“It’s a real honor to be selected to serve on this state board,” Keefe said. “Crime is something that affects every county in North Carolina. I look forward to helping become part of the solution and working with the other representatives serving on this advisory board.”



Council



Edge



Keefe



News Release

FOR IMMEDIATE RELEASE

June 9, 2014

Public Information Office

Contact: Sally Shutt, Public Information Director

Telephone: 910-437-1921

E-mail: sshutt@co.cumberland.nc.us

Three County Employees Honored

FAYETTEVILLE – Three Cumberland County employees have been recognized recently. Two received awards and one has been nominated to serve on a national board.

Kenny Bailey

Cumberland County Cooperative Extension Horticulture Agent Kenny Bailey received the 2014 Outstanding Extension Staff Award from the N.C. Extension Master Gardener Volunteer Association during the group's conference May 5-7 in Winston-Salem. Bailey, who was nominated by the Cumberland County Master Gardener Volunteers, has been with Cooperative Extension for 20 years. He manages the county's Master Gardener Volunteer program and is also a Master Beekeeper instructor.

Brenda Reid Jackson

Social Services Director Brenda Reid Jackson has been nominated to represent North Carolina on the board of the National Association of County Human Services Administrators. Her duties will include participating in the National Association of Counties' March conference in Washington D.C. and the NACo annual conference in July. Jackson will also participate in monthly conference calls and respond to requests to contact members of Congress on priority human services legislation. A native of Farmville, N.C., Jackson has been Cumberland County's DSS director since 2008.

Bobbie Redding

The Department of Social Services Managing Attorney Bobbie Redding has been named the North Carolina Guardianship Association's Hero in Guardianship. Redding has been specializing in Adult Services at DSS since 1988. Redding manages a DSS legal team of five attorneys, six paralegals and two legal assistants. The legal team specializes in child protective services, adult protective services and guardianship.

Redding is co-leader of the Cumberland County Guardianship Coalition. As a member of the NCGA Board of Directors, she participated in the N.C. Division of Health and Human Services/Division of Aging and Adult Services 2013 Guardianship Workgroup. In January, she participated as a panel member representing DSS attorneys on Public Guardianship at the UNC School of Government, Incompetency and Adult Guardianship for Clerks Conference sponsored by the North Carolina Judicial College.

Redding was nominated by DSS Director Brenda Reid Jackson.

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OFFICE OF THE TAX ADMINISTRATOR

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Aaron Donaldson, Tax Administrator *AD*

Date: August 4, 2014

RE: Action on Tax Collector's Preliminary Report and Proposed Annual Settlement

BACKGROUND: North Carolina General Statutes, Section 105-373 requires the Tax Collector of Cumberland County after the 1st day of July of each year to render a preliminary report to the Board of County Commissioners concerning persons whose tax liabilities remain unpaid and to propose an annual settlement of taxes charged to him for collection for the past year. The Tax Collector has submitted such preliminary report and proposed settlement. The preliminary report consists of (i) a list of persons owning real property whose taxes for the tax year of 2013-2014 remain unpaid, (ii) a list of the persons not owning real property whose taxes for the year 2013-2014 remain unpaid (the proposed insolvent list), and (iii) a statement under oath by the Tax Collector that he has made diligent efforts to collect such taxes. The proposed settlement consists of the amounts of taxes with which the Tax Collector has been charged for the year and the amounts of credits against such charges, the real and personal property tax balance is charged to the forthcoming tax year. See Exhibits A, B and C in the County Clerks Office.

RECOMMENDATIONS: The statute requires the Board to review the preliminary report, determine the insolvent list to be entered into the minutes, credit the Tax Collector with the insolvent list and make a settlement, i.e., approve or correct the proposed settlement. The Legal Department has reviewed for legal sufficiency.

PROPOSED ACTION: That the Board adopts the resolution attached as Exhibit D.

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EXHIBIT D

Resolution accepting preliminary report of the Tax Collector, crediting the insolvent list, and approving proposed annual settlement.

Whereas, North Carolina General Statutes, Section 105-373, requires the Tax Collector of Cumberland County after the 1st day of July of each year to render a preliminary report to the Board of County Commissioners concerning persons whose tax liabilities remain unpaid and to propose an annual settlement of taxes charged to the Tax Collector for collection for the past ten years; and

Whereas, the Tax Collector has submitted such preliminary report and proposed settlement.

Now therefore, the Board of Commissioners of Cumberland County hereby resolves:

1. That the preliminary report of the Tax Collector of Cumberland County, consisting of (i) a list of persons owning real property whose taxes for the preceding fiscal year 2013- 2014 remain unpaid and the principal amount owned by each person; (ii) a list of the persons not owning or who have not listed real property whose taxes for the preceding fiscal tax year 2013 – 2014 remain unpaid and the principal amount owned by each person (the proposed insolvent list) and (iii) a statement under oath by the Tax Collector that he has made diligent efforts to collect such taxes, be and it hereby is, accepted;
2. That the Board hereby finds that the persons in the list of those that do not own or have not listed real property are insolvent as that term is used in G.S. 105-373, directs that the list of such person be entered into the minutes of the meeting of the Board as the insolvent list, and further directs that the amounts in such list be, and hereby are, credited to the Tax Collector in his annual settlement;
3. That the proposed settlement of the Tax Collector, appended hereto, for taxes in his hands for collection for the fiscal tax year 2013 - 2014, be and it hereby is, approved and that he be, and thereby is, charged with the amounts set forth in the settlement under the heading "Charges" and credited with the amounts set forth in the settlement under the heading "Credits".



OFFICE OF THE TAX ADMINISTRATOR

Summary of 2003 Real/Personal & Vehicles Taxes to be Barred

	Vehicles	Personal	Real	Public Service	Fees	Total
County	406,512.58	191,624.93	13,891.12	-	-	612,028.63
County Pets	-	-	-	-	5,556.46	5,556.46
Fayetteville	125,513.07	31,766.78	2,070.49	-	-	159,350.34
Revit	14.82	13.72	-	-	-	28.54
Fayetteville Vehicle Fee	19,367.59	-	-	-	-	19,367.59
Hope Mills	6,289.68	687.70	-	-	-	6,977.38
Hope Mills Vehicle Fee	1,425.00	-	-	-	-	1,425.00
Hope Mills Pets	-	-	-	-	161.00	161.00
Spring Lake	10,586.57	973.67	-	-	-	11,560.24
Stedman	455.52	30.79	-	-	-	486.31
Stedman Vehicle Fee	115.00	-	-	-	-	115.00
Godwin	49.49	-	-	-	-	49.49
Wade	168.71	4.62	8.81	-	-	182.14
Falcon	27.58	7.64	-	-	-	35.22
Linden	45.79	0.00	-	-	-	45.79
Eastover	-	-	-	-	-	0.00
Solid Waste User Fee	-	-	-	-	1,456.60	1,456.60
Storm Water Fee	-	-	-	-	412.15	412.15
Advertising Fee	-	-	-	-	875.66	875.66
Total	<u>570,571.40</u>	<u>225,109.85</u>	<u>15,970.42</u>	<u>0.00</u>	<u>8,461.87</u>	<u>820,113.54</u>
TA500 MR VEHICLES	570,571.40					
TA500 MR CC	249,542.14					
TA500 MR PS	<u>0.00</u>					
	820,113.54					

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OFFICE OF THE TAX ADMINISTRATOR

County Settlement

June 30, 2014

Charge:

Real and Personal Charge 2013	\$	160,411,622.28
Vehicles Charge 2013	\$	10,288,304.26
Added Charge Real & Personal 2013	\$	13,403,389.61
Added Charge Vehicles 2013	\$	43,417.51
Solid Waste 2013	\$	4,914,144.00
Added Solid Waste 2013	\$	1,296.00
Total Tax Interest	\$	1,019,899.02
Added Charge Advertising Cost 2013	\$	36,288.50
County Demolition Fee	\$	33,196.75
Interest Collected County Demolition	\$	3,220.69
Certified Mail Fee Collected	\$	4,912.90
Garnishment Fee Collected	\$	235,833.13
Return Check Processing Fee Collected	\$	-
Worthless Check Penalty Collected	\$	19,727.77
Legal Fees	\$	24,250.38
Prepared Food & Beverage Tax Collected	\$	5,797,277.12
Prepared Food & Beverage Tax Collected Interest & Penalty	\$	53,302.52
Room Occupancy Tax Collected	\$	4,999,016.69
Room Occupancy Tax Collected Interest & Penalty	\$	79,305.31
County Gross Receipts Vehicle Tax Current Year	\$	542,952.47
County Gross Receipts Vehicle Tax Interest & Penalty	\$	-
County Heavy Equipment Rentals	\$	217,062.69
County Heavy Equipment Rentals Interest	\$	18,077.47
Windridge Water Extension Project	\$	275.58
Windridge Water Extension Project Interest	\$	24.42
Lake Upchurch Dam Assessment	\$	179,393.87
Lake Upchurch Dam Assessment Interest	\$	30,049.79
Brooklyn Circle Water Extension Assessment	\$	7,150.43
Brooklyn Circle Water Extension Assessment Interest	\$	1,699.66
Cedar Creek Rd Water Extension	\$	4,689.34
Cedar Creek Rd Water Extension Interest	\$	1,279.69
Adjustment - Advertising Beginning Balance Booked	\$	57,301.41
	\$	<u>202,428,361.26</u>

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Credits:

Deposit with Finance	\$	185,759,349.06
Advertising Cost Deposited with Finance	\$	33,338.90
Interest Deposited with Finance	\$	1,206,858.57
Real & Personal Releases Allowed	\$	11,902,700.16
Vehicles Releases Allowed	\$	767,582.45
Solid Waste Releases Allowed	\$	1,392.00
Total Discount Allowed	\$	-
Real & Personal Balance	\$	1,426,535.93
Advertising Cost Balance	\$	60,251.01
Vehicle Balance	\$	1,190,545.91
Solid Waste Balance	\$	79,807.27
Adjustment	\$	-
	\$	202,428,361.26

Charge:

Real & Personal Balance 2012	\$	1,554,675.02
Vehicle Balance 2012	\$	3,062,862.13
Solid Waste Balance 2012	\$	79,841.99
County Gross Receipts Vehicle Tax 1st Year Prior 2012	\$	-
Prepared Food & Beverage Tax All Prior	\$	46,474.31
Room Occupancy Tax Collected All Prior	\$	47,121.36
Real & Personal Balance 2011	\$	456,851.97
Vehicle Balance 2011	\$	620,488.76
Solid Waste Balance 2011	\$	21,679.01
Real & Personal Balance 2010 & Prior	\$	1,392,142.20
Vehicle Balance 2010 & Prior	\$	3,560,634.27
Solid Waste Balance 2010 & Prior	\$	27,996.66
2002 & Prior Taxes Collected After Being Barred	\$	6,409.64
	\$	10,877,177.32

Credits:

Real & Personal Collected 2012	\$	1,073,704.42
Vehicles Collected 2012	\$	2,041,546.51
Solid Waste Collected 2012	\$	58,342.04
County Gross Receipts Vehicle Tax 1st Year Prior 2012	\$	-
Prepared Food & Beverage Tax All Prior	\$	46,474.31
Room Occupancy Tax Collected All Prior	\$	47,121.36
Real & Personal Collected 2011	\$	191,690.36
Vehicles Collected 2011	\$	72,749.42
Solid Waste Collected 2011	\$	11,112.73
Real & Personal Collected 2010 & Prior	\$	134,445.75
Vehicles Collected 2010 & Prior	\$	110,836.18
Solid Waste Collected 2010 & Prior	\$	6,892.32
Real & Personal Releases Allowed 2012	\$	5,400.08
Vehicle Releases Allowed 2012	\$	272,833.25
Solid Waste Releases Allowed 2012	\$	96.00
Real & Personal Releases Allowed 2011	\$	3,145.74
Vehicle Releases Allowed 2011	\$	25,120.03
Solid Waste Releases Allowed 2011	\$	-
Real & Personal Releases Allowed 2010 & Prior	\$	4,326.55
Vehicle Releases Allowed 2010 & Prior	\$	30,363.43
Solid Waste Releases Allowed 2010 & Prior	\$	-
2002 & Prior Taxes Collected After Being Barred	\$	6,409.64
	\$	4,142,610.12

Taxes Barred by Statute: 2003

Real Property	\$	13,891.12
Personal	\$	197,181.39
Vehicles	\$	406,512.58
Public Service	\$	-
Solid Waste Fees	\$	1,456.60
Advertising	\$	875.66
Credit for Five Year & Prior Insolvents	\$	-
	\$	<u>619,917.35</u>

Balance Prior Years Taxes:

Real & Personal Balance 2012	\$	475,570.52
Vehicles Balance 2012	\$	748,482.37
Solid Waste Balance 2012	\$	21,403.95
Real & Personal Balance 2011	\$	262,015.87
Vehicles Balance 2011	\$	522,619.31
Solid Waste Balance 2011	\$	10,566.28
Real & Personal Balance 2010 & Prior	\$	1,041,421.73
Vehicles Balance 2010 & Prior	\$	3,012,922.08
Solid Waste Balance 2010 & Prior	\$	19,647.74
	\$	<u>6,114,649.85</u>

TOTAL CREDITS:

\$	<u><u>10,877,177.32</u></u>
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OFFICE OF THE TAX ADMINISTRATOR

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Aaron Donaldson, Tax Administrator *AD*

DATE: August 4, 2014

RE: FY15 Tax Charge to the Collector

BACKGROUND: In accordance with NCGS 105-321(b) before delivering the tax receipts to the Tax Collector in any year, the Board of County Commissioners shall adopt and enter into its minutes an order directing the Tax Collector to collect the taxes charged in the tax records and receipts.

RECOMMENDATIONS: A copy of the order must be delivered to the Collector at the time the tax receipts are delivered to him.

PROPOSED ACTION: That the Board approve the levy and charge the Collector with the responsibility to collect the taxes.

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2014-2015
TAX LEVY

AUTHORITY	CC LEVY	LATE LIST	PUBLIC SERVICE	PUBLIC SERVICE LATE LIST	CC LEVY & PUBLIC SERVICE	TOTAL CC LEVY, PS LEVY & LATE LIST
BEAVER DAM	114,885.61	102.53	-	-	114,885.61	114,988.14
BETHANY	181,524.18	138.15	-	-	181,524.18	181,662.33
BONNIE DOONE	3,060.62	-	-	-	3,060.62	3,060.62
COTTON	731,057.66	717.44	-	-	731,057.66	731,775.10
CUMBERLAND RD FD	442,936.05	5,357.64	-	-	442,936.05	448,293.69
EASTOVER FIRE	159,033.52	66.94	-	-	159,033.52	159,100.46
GODWIN-FALCON FIRE	66,734.61	99.03	-	-	66,734.61	66,833.64
GRAYS CREEK	626,061.38	449.84	-	-	626,061.38	626,511.22
LAFAYETTE VILLAGE	11.86	-	-	-	11.86	11.86
LAKE RIM	6,307.10	2.92	-	-	6,307.10	6,310.02
MANCHESTER	72,373.50	78.34	-	-	72,373.50	72,451.84
PEARCE'S MILL	695,800.74	731.12	-	-	695,800.74	696,531.86
SPECIAL FIRE	740,412.71	1,142.94	-	-	740,412.71	741,555.65
STEDMAN FIRE	116,313.66	70.42	-	-	116,313.66	116,384.08
STONE POINT	821,488.26	321.76	-	-	821,488.26	821,810.02
VANDER FIRE	751,198.35	565.10	-	-	751,198.35	751,763.45
WADE FIRE	73,803.17	125.66	-	-	73,803.17	73,928.83
WESTAREA FIRE	873,793.58	238.78	-	-	873,793.58	874,032.36
WESTAREA STATION 10	186,604.82	84.59	-	-	186,604.82	186,689.41
FIRE DIST SUBTOTAL	6,663,401.38	10,293.20	-	-	6,663,401.38	6,673,694.58
EASTOVER	531,058.33	383.09	-	-	531,058.33	531,441.42
EASTOVER-VANDER	14,674.30	4.66	-	-	14,674.30	14,678.96
FALCON	19,829.58	33.46	-	-	19,829.58	19,863.04
FAYETTEVILLE	60,681,330.47	29,878.42	-	-	60,681,330.47	60,711,208.89
STORM WATER	2,215,839.00	-	-	-	2,215,839.00	2,215,839.00
FAYET STORM WATER	3,988,510.20	-	-	-	3,988,510.20	3,988,510.20
FAYET SOLID WASTE	2,433,960.00	-	-	-	2,433,960.00	2,433,960.00
REVITALIZATION	123,040.54	154.99	-	-	123,040.54	123,195.53
GODWIN	15,050.53	10.99	-	-	15,050.53	15,061.52
HOPE MILLS TOWN	4,529,595.40	2,378.04	-	-	4,529,595.40	4,531,973.44
HOPE MILLS REFUSE	1,114,560.00	-	-	-	1,114,560.00	1,114,560.00
HOPE MILLS STORM WATER	659,856.00	-	-	-	659,856.00	659,856.00
LINDEN TOWN	14,812.29	1.34	-	-	14,812.29	14,813.63
SPRING LAKE	2,930,550.20	771.29	-	-	2,930,550.20	2,931,321.49
SPRING LAKE REFUSE	580,186.00	-	-	-	580,186.00	580,186.00
SL STORM WATER	276,831.00	-	-	-	276,831.00	276,831.00
STEDMAN TOWN	264,399.48	68.84	-	-	264,399.48	264,468.32
WADE TOWN	80,739.54	66.08	-	-	80,739.54	80,805.62
CITY SUB-TOTALS	80,474,822.86	33,751.20	-	-	80,474,822.86	80,508,574.06
COUNTY WIDE	149,880,606.37	122,991.39	-	-	149,880,606.37	150,003,597.76
COUNTY PETS	-	-	-	-	-	-
RECREATION	3,032,410.88	4,613.15	-	-	3,032,410.88	3,037,024.03
HM RECREATION	492,348.10	258.57	-	-	492,348.10	492,606.67
SOLID WASTE	4,948,512.00	-	-	-	4,948,512.00	4,948,512.00
SUB TOTAL	158,353,877.35	127,863.11	-	-	158,353,877.35	158,481,740.46
GRAND TOTAL	245,492,101.59	171,907.51	-	-	245,492,101.59	245,664,009.10

MEMORANDUM

TO: Aaron Donaldson, Tax Administrator

FROM: Board of County Commissioners

DATE:

RE: FY15 Tax Charge

State of North Carolina

County of Cumberland and all Municipalities through Inter-Local Agreement

To the Tax Collector of the County of Cumberland and Municipalities through Inter-Local Agreement.

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of Tax Administration and in the tax receipts herewith delivered to you, in the amounts and from taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Cumberland and Municipalities through Inter-Local Agreement, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this _____ day of 2014.

Chairman, Board of County Commissioners

Attest: _____

Clerk of Board of Commissioners of Cumberland County.



Office of the Tax Administrator

117 Dick Street, 5th Floor • PO Box 449 • Fayetteville, North Carolina • 28302
Phone: 910-321-6804 • Fax: 910-678-7582 • www.co.cumberland.nc.us

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 4, 2014

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AARON DONALDSON, TAX ADMINISTRATOR *AD*

DATE: JULY 10, 2014

SUBJECT: APPROVAL OF RECORDS RETENTION & DISPOSITION SCHEDULE FOR DMV CYCLE LISTS

BACKGROUND

In reviewing the current records retention practices of the Tax Administration, it was determined that our Assessment and Audit division were retaining DMV Cycle Lists and no official retention schedule was in place. The Tax Administration reviewed the April 17, 2013 update of the North Carolina Department of Cultural Resources' Records Retention and Disposition Schedule approved by the County Commissioners on May 6, 2013. It was found that Standard 11, Item 6 states that Motor Vehicle Registration Lists, per G.S. §105-330.5, may be destroyed in office when administrative value ends and an agency policy should be set as to the timeframe they are retained.

RECOMMENDATION/PROPOSED ACTIONS

At this time, there is not an official agency policy in place as to the retention of these types of records. The current practice is that the records are retained for one year and then sent to the landfill for destruction. The Tax Administration requests that this practice be approved as the official retention and disposition schedule for these records.

/ks

Encl.

ITEM #	STANDARD-11: PROGRAM RECORDS: MOTOR VEHICLE RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.	MOTOR VEHICLE BLOCK RECORDS Lists submitted to the North Carolina Division of Motor Vehicles of owners' name, addresses, and VIN numbers of vehicles on which taxes are unpaid. Also includes copies of block removal receipts created when taxes are paid.	a) Destroy lists submitted to the Division of Motor Vehicles when administrative value ends.† Agency Policy: Destroy in office after _____ b) Destroy copies of receipts in office after 1 year.*	G.S. §105-330.7
6.	MOTOR VEHICLE REGISTRATION LISTS Computer generated lists received from the North Carolina Division of Motor Vehicles or Property Tax Division on diskettes.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after <u>1 Year</u>	G.S. §105-330.5
7.	MOTOR VEHICLE SCROLLS AND BOOKS	Destroy in office after 10 years or 1 year after released by governing board, whichever occurs first.	
8.	MOTOR VEHICLE TAX ADJUSTMENT RECORDS Taxpayer completed property information sheets and reports used to appraise the value of travel and utility trailers, campers, motor homes, converted buses, high mileage vehicles, etc.	Destroy in office after 3 years.	G.S. §105-330.2 G.S. §105-330.5
9.	PROPERTY SEIZURE AND LEVY RECORDS: MOTOR VEHICLE Records concerning vehicles seized by the county to pay back taxes.	Destroy in office 3 years after sale of property.* <i>Retention Note: If a law enforcement agency carried out seizure and sale, execution forms are to be retained by that agency.</i>	G.S. §105-367

*See AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, 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.

NC STATE UNIVERSITY

July 30, 2014

Cumberland County Center
North Carolina Cooperative Extension
301 East Mountain Drive
Fayetteville, North Carolina 28306
Phone: (910) 321-6860
Fax: (910) 321-6883
<http://cumberland.ces.ncsu.edu>

To: Amy Cannon
County Manager

From: Lisa B. Childers *Lisa B. Childers*
County Extension Director

Re: 2014 Agricultural Hall of Fame Nomination

The Cumberland County Agricultural Hall of Fame committee met on Tuesday, July 29, 2014 and selected Mr. Glenn Jernigan as the 2014 nominee for induction into the prestigious Cumberland County Agricultural Hall of Fame. Please submit Mr. Jernigan's application to the Board of Commissioners for approval for induction.

Enclosed is supporting background information on the nominee.

Thank you for your continued support of Cumberland County Cooperative Extension and its endeavors for the citizens of Cumberland County.

LBC/sj

enclosures

Cumberland County
Agricultural Hall of Fame
2014

MAY 28 2014

Nomination Form
(Return completed form by June 1, 2014)

Nominee's Full Name: Glenn Reginald Jernigan

Is the Nominee Living? Yes If living, please provide the following information:

Address: PO Box 87328 Fayetteville, NC 28304

Phone: 910-323-0415

If deceased, please provide the following information:

Name of nearest relative: _____

Address: _____

Phone: _____

Nominator: Lee Warren & Talmage Baggett

Person Representing: _____

Address: Lee Warren- 2443 River Rd Fayetteville 28312 910-485-2700

Talmage Baggett- 1839 Middle Road, Fayetteville NC 28301 910-433-2224

Phone: _____

Please complete the following information about the Nominee

Achievements in his/her field:

The name Glenn Jernigan is often associated with public service to our state and community. However, what some may not be aware of is Glenn's long history of support to the agricultural industry on a county, state, and national level. He served two terms in the North Carolina House of Representatives and three terms in the North Carolina Senate. During his service at the North Carolina General Assembly he served as the North Carolina General Assembly Ethics Committee Co-Chairman; Chairman of the NC Senate ABC Committee; Chairman of the NC House Election Laws Committee; and Chairman of the NC Senate Manufacturing and Labor Committee. Mr. Jernigan also served as Chairman of the North Carolina Employment Security Commission under Governor Jim Hunt from 1981 until 1985. Glenn Jernigan is the founder and owner of Glenn Jernigan & Associates, Governmental Affairs Consultants - one of North Carolina's most highly respected and effective legislative lobbying firms.

For over 25 years Glenn Jernigan has been Chairman of the Kiwanis' Farm City Committee in Cumberland County. Glenn has ensured that farmers and agriculture are represented each year at the annual luncheon and no detail was ever missed. He is passionate that the luncheon be held at the Agriculture Center where farmers and producers frequent. He has often shared "this is the place our farmers feel most comfortable and this is the place the luncheon belongs." Through his political connections he has always ensured the banquet had a noteworthy speaker that include: the US Secretary of Agriculture Tom Vilsack; NC Agriculture Commissioner, Steve Troxler; and Fomer NC Agriculture Commissioner, Jim Graham just to name a few. Glenn always adds that extra touch by ensuring the sound of live bluegrass music and door prizes with the ever popular hams, cakes, and "piiiiies"!

In 1990 Glenn realized that agriculture representation in the general assembly had decreased dramatically and that very few legislative committees had members with "hands-on" experience in agriculture which is so important in legislative discussions. Consequently, early incorporators of the agricultural alliance of NC sought to bring members into the alliance representing agribusiness, agriculture crop protection companies, and farmers to eatablish a total agriculture family approach. Glenn serves as a lobbyist for the Alliance which has proven to be extremely effective in legislative efforts. Glenn's work with the Ag Alliance and much of the success that has been achieved can be directly attributed to his great working relationship with the NC Department of Agriculture and Consumer Services, (Ag Commissioner Steve Troxler, David McLeod), and the leadership of the NC General Assembly – especially the agriculture committees in the house and senate. Glenn has served as a lobbyist for the following agricultural organzations in our state:

- BASF
- Bayer CropScience
- Carolinas Cotton Growers Cooperative
- Corn Growers Association of North Carolina, Inc.
- Crop Protection Association of North Carolina

- Dow AgriSciences
- DuPont Crop Protection
- Monsanto
- NC Grange
- NC Nursery & Landscape Association
- NC Christmas Tree Association
- NC Cotton Producers Association
- NC Peanut Growers Association
- NC Pest Management Association
- NC Soybean Producers Association
- Syngenta
- Turfgrass Council of NC
- Cooperative Council of NC
- North Carolina Egg Association

Community Service and Achievements:

Mr. Jernigan is a long-time, active member of Highland Presbyterian Church, serving more than 32 years as a Sunday School teacher. He has also served as Chairman of the Board of Deacons and as an Elder on the Church Session Board.

Glenn Jernigan has been a resident of Fayetteville, North Carolina for more than half a century. He and his late wife, Jane Clark Jernigan, have two children - a daughter , Lisa, and a son, Glenn Jr.; two granddaughters, Emme and Mary Scott, and twin grandsons, Chad and Chase.

Membership in Professional and Civic Organizations:

- Fayetteville State University Board of Trustees - Chairman
- Fayetteville Kiwanis Club - President, 2001-2002
- Board of Trustees, East Carolina University
- Chairman, East Carolina University Pirates Club
- N.C. State Bar Association - Disciplinary Committee
- Fayetteville Area Chamber of Commerce VP & Board of Directors
- President, Cumberland County Boys Club
- Mortgage Bankers Association; Homebuilders Association
- Fayetteville Jaycees
- Fayetteville Board of Realtors
- Chairman of the Board, Wachovia Bank & Trust Co., Fayetteville
- Board of Regents, Barium Springs Home for Children
- Former Chairman of Fayetteville State University Chancellor's Advisory Committee

Awards, Honors, and Degrees Earned:

The Raleigh News & Observer recognized Mr. Jernigan as their "Tar Heel of the Week" in their July 4, 1982 publication. As a graduate of East Carolina University, he was the recipient of ECU's Distinguished Alumni Award in 1982. Additional honors include the following:

- Distinguished Alumni Award by Campbell University
- Who's Who in American Colleges and Universities
- Distinguished Service Award for Fayetteville & Cumberland County
- Order of the Long Leaf Pine Award
- Fayetteville Area Kiwanis Club E.J. Wells Award Recipient
- Fayetteville Jaycees Young Man of the Year
- North Carolina Hemophilia Presidential Award Recipient
- Realtor of the Year Award
- Boys Club Director of the Year
- United Way Outstanding Chairman Leadership Award
- Distinguished Citizen Award by Occoneechee Council, Boy Scouts of America

Returned completed forms and supporting documentation by June 1, 2014 to:

Cumberland County Cooperative Extension

Attn: Agriculture Hall of Fame

Charlie Rose Agri-Expo Center

301 East Mountain Drive

Fayetteville, North Carolina 28306



ITEM NO. 2F

**CUMBERLAND
★ COUNTY ★
NORTH CAROLINA**

OFFICE OF THE RISK MANAGER

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: PATRICIA LUCAS, RISK MANAGEMENT COORDINATOR ✓

DATE: JULY 28, 2014

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

BACKGROUND

DATE OF ACCIDENT: JULY 23, 2014

VEHICLE: 2007 FORD CROWN VICTORIA

VIN: 2FAHP71W67X134653

FLEET#: FL203

DEPARTMENT: Sheriff's Office

SETTLEMENT OFFER: \$4,491.34

INSURANCE COMPANY: TRAVELERS

This is a total loss settlement offer.

RECOMMENDATION/PROPOSED ACTION

Management recommends that the Board of Commissioners:

1. declare the vehicle described above as surplus
2. authorize the Risk Management Coordinator to accept \$4,491.34 as settlement
3. allow TRAVELERS to take possession of the wrecked (surplus) vehicle



Sarah Citek

Claim Representative
Travelers
Total Loss Unit, Albany, NY

(800) 662-2310 Ext 6261
(855) 852-8510 (fax)
scitek@travelers.com

P.O. Box 220
Buffalo, NY 14240

July 29, 2014

Ms. Patsy Lucas
Cumberland County
P.O. Box 1829
Fayetteville, NC 28302

Re: Claim #: EYB5207-001
Date of Loss: 7/23/14
Vehicle: 2007 Ford Crown Victoria

Dear Ms. Lucas,

A recent inspection of your damaged vehicle by a Travelers claim representative confirmed the vehicle is a total loss. Travelers is dedicated to guiding you through the total loss process, ensuring everything moves as smoothly as possible.

After considering all of your vehicle's options, mileage and general condition, in accordance with New York State Insurance Department Regulation 64, Section 216.7 © (iii), we have determined the actual cash value (ACV) to be as follows:

ACV	\$ 5,278.00
Added Sales Tax	\$ 158.34
Less Deductible	\$ 1,000.00
Added Title Fee	\$ 55.00
Settlement	\$ 4,491.34

There are several items we will need to ensure the fastest resolution of your claim:

Vehicle Title: Sign the original Certificate of Title on the back under section 1 (seller's signature) exactly as the name/names appear on the front. Please do not complete any other information as it may void your title.

Keys: Forward all sets of keys you have in your possession.

License Plates: If you are not transferring the vehicle's license plates to a replacement vehicle, remove the plates and return them to the Department of Motor Vehicles. It is important to do this immediately.

Agent: Please also contact your agent to have the vehicle removed from your policy.

Storage: We understand your vehicle is located at a storage free facility. You should not consider moving the vehicle without first contacting Travelers. If you choose to move your vehicle and incur charges as a result, Travelers will not be responsible for storage charges accrued after July 29, 2014.

Thank you for placing your trust in Travelers. We know experiencing damage to your vehicle is difficult, which is why we work hard on each and every claim we handle. Do not hesitate to call me if you have any further questions at (800)662-2310 x 6261.

Sincerely,

Sarah Citek
Claims Professional

AMY H. CANNON
County Manager

MELISSA C. CARDINALI
Assistant County Manager

JAMES E. LAWSON
Deputy County Manager



ITEM NO. 2G

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 4, 2014

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: JULY 29, 2014

**SUBJECT: APPROVAL OF CONTRACTS FOR THE
COUNTY ATTORNEY AND CLERK TO THE BOARD**

BACKGROUND

Contracts for the County Attorney and Clerk to the Board require approval by the Board of Commissioners in August. The appropriate contracts are attached for approval.

RECOMMENDATION/PROPOSED ACTION

Approve the contracts for the County Attorney and Clerk to the Board at the August 4, 2014 Board of Commissioners meeting.

/ct

CM072914-1

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

EMPLOYMENT AGREEMENT
FOR COUNTY ATTORNEY

WHEREAS, the Board of Commissioners of each county is authorized to “appoint a County Attorney to serve as its pleasure and be its legal advisor” pursuant to N.C.G.S. § 153A-114; and

WHEREAS, this appointed position requires special professional and administrative skills and requires a large degree of trust and confidence to be reposed in said county attorney; and

WHEREAS, the Cumberland County Board of Commissioners (hereinafter referred to as BOARD) has determined that RICKEY L. MOOREFIELD is qualified to hold said position; and

WHEREAS, the BOARD has appointed RICKEY L. MOOREFIELD (hereinafter referred to as COUNTY ATTORNEY) to serve as its County Attorney; and

WHEREAS, the BOARD is authorized to “fix or approve the schedule of pay, expense allowances, and other compensation of all county officers and employees ...” pursuant to N.C.G.S. § 153A-92; and

WHEREAS, the County is authorized to enter into employment agreements pursuant to N.C.G.S. § 153A-11 and the Cumberland County Code, Section 10-83; and

WHEREAS, according to North Carolina law and custom, the County Attorney's position is terminable at will by majority vote of the BOARD.

NOW THEREFORE, in order to clearly define the responsibilities and terms and conditions of employment of the COUNTY ATTORNEY, the County of Cumberland (hereinafter referred to as COUNTY) and COUNTY ATTORNEY agree as follows:

I.

COUNTY ATTORNEY WILL:

Serve as COUNTY ATTORNEY to the BOARD and perform all duties at the pleasure and direction of the BOARD and as may be inherent therein.

II.

THE COUNTY WILL:

1. Pay the COUNTY ATTORNEY a base yearly salary of ONE HUNDRED SEVENTY THOUSAND SIX HUNDRED TWENTY SIX DOLLARS (\$170,626.00), plus an employer 401(k) account contribution of one percent of salary.
2. Pay the COUNTY ATTORNEY a monthly salary supplement in the amount of FIVE HUNDRED DOLLARS (\$500.00) in lieu of any in-County travel allowance, with the full amount of this supplement being subject to all withholding and retirement contribution.
3. Pay the COUNTY ATTORNEY the same amount of any annual stipend or bonus as is paid to all other employees.
4. Pay the costs of local and state bar dues, dues or fees required to practice in any federal court, the costs of obtaining any continuing legal education, and any such other costs and dues or fees for membership in professional organizations and necessary to maintain his license to practice in North Carolina or reasonable to maintain professional expertise in local government law.

III.

**THE COUNTY AND THE COUNTY ATTORNEY
MUTUALLY AGREE AND ACKNOWLEDGE THAT:**

1. All provisions of the County Personnel Code which are applicable to the COUNTY ATTORNEY and not in conflict with the provisions of this contract shall continue to govern and supplement the terms and conditions of employment of the COUNTY ATTORNEY.
2. This agreement is effective July 1, 2014 and shall remain in full force and effect until terminated by the BOARD or COUNTY ATTORNEY.
3. The BOARD has the right with or without cause to terminate the employment of the COUNTY ATTORNEY. In such event, the COUNTY shall provide the COUNTY ATTORNEY with the greater of six months' salary or one month's salary for each 2 years of COUNTY service as severance pay in addition to any accrued annual leave and compensatory time.
4. This agreement may be modified at anytime by mutual agreement in writing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the ____ day of August, 2014.

ATTEST

COUNTY OF CUMBERLAND

BY: _____
CANDICE WHITE, County Clerk

BY: _____
JEANNETTE COUNCIL, Chair
Board of Commissioners

COUNTY ATTORNEY

BY: _____
RICKEY L. MOOREFIELD

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

Approved for Legal Sufficiency

By: _____
County Finance Director

BY: _____
County Attorney's Office

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

EMPLOYMENT AGREEMENT
FOR CLERK TO THE BOARD

WHEREAS, the Board of Commissioners of each county is authorized to “appoint a County Clerk to serve as its pleasure” and to perform any duties that may be required by law or the Board pursuant to N.C.G.S. § 153A-111; and

WHEREAS, this appointed position requires special administrative skills and requires a large degree of trust and confidence to be reposed in said official; and

WHEREAS, the Cumberland County Board of Commissioners (hereinafter referred to as BOARD) has determined that CANDICE WHITE is qualified to hold said position; and

WHEREAS, the BOARD has appointed CANDICE WHITE (hereinafter referred to as COUNTY CLERK) to serve as its County Clerk; and

WHEREAS, the BOARD is authorized to “fix or approve the schedule of pay, expense allowances, and other compensation of all county officers and employees ...” pursuant to N.C.G.S. § 153A-92; and

WHEREAS, the County is authorized to enter into employment agreements pursuant to N.C.G.S. § 153A-11 and the Cumberland County Code, Section 10-83; and

WHEREAS, according to North Carolina law and custom, the COUNTY CLERK’S position is terminable at will by majority vote of the BOARD.

NOW THEREFORE, in order to clearly define the responsibilities and terms and conditions of employment of the COUNTY CLERK, the County of Cumberland (hereinafter referred to as COUNTY) and COUNTY CLERK agree as follows:

I.

COUNTY CLERK WILL:

Serve as COUNTY CLERK to the Board of County Commissioners and to perform all duties inherent therein.

II.

THE COUNTY WILL:

1. Pay the COUNTY CLERK a yearly base salary of SIXTY SIX THOUSAND THREE HUNDRED TWENTY DOLLARS (\$66,320.00), plus an employer 401(k) account contribution of one percent of salary.
2. Pay the COUNTY CLERK a monthly salary supplement in the amount of TWO HUNDRED DOLLARS (\$200.00) in lieu of any in-County travel allowance, with the full amount of this supplement being subject to all withholding and retirement contribution.
3. Pay the Clerk the same amount of any annual stipend or bonus as paid to any other employee.

III.

**THE COUNTY AND THE COUNTY CLERK
MUTUALLY AGREE AND ACKNOWLEDGE THAT:**

1. All provisions of the County Personnel Code which are applicable to the COUNTY CLERK and not in conflict with the provisions of this contract shall continue to govern and supplement the terms and conditions of employment of the COUNTY CLERK.
2. This agreement is effective July 1, 2014 and shall remain in full force and effect until terminated by the BOARD or COUNTY CLERK.
3. The BOARD has the right with or without cause to terminate the employment of the COUNTY CLERK. In such event, the COUNTY shall provide the COUNTY CLERK with

the greater of six months' salary or one month's salary for each two (2) years of COUNTY service as severance pay in addition to any accrued annual leave and compensatory time. If the BOARD, or a majority of the members of the BOARD, should decide to suggest that the COUNTY CLERK resign and if the COUNTYCLERK should in fact decide to resign as a result of such suggestion, then such suggested resignation shall be considered as a termination of the COUNTY CLERK'S employment for purposes of the preceding sentence about severance pay.

4. This agreement may be modified at anytime by mutual agreement in writing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the ____ day of August, 2014.

ATTEST

COUNTY OF CUMBERLAND

BY: _____
KELLIE BEAM
Deputy County Clerk

BY: _____
JEANNETTE COUNCIL, Chair
Board of Commissioners

COUNTY CLERK

BY: _____
CANDICE WHITE, Clerk

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

BY: _____
County Finance Director

Approved for Legal Sufficiency

BY: _____
County Attorney's Office



ITEM NO. 24

OFFICE OF THE TAX ADMINISTRATOR

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

MEMORANDUM

To: Board of County Commissioners
From: Aaron Donaldson, Tax Administrator *AD*
Date: July 22, 2014
Re: Contract for Additional Auditing Services

Background: Under G.S. 105-299 the board of county commissioners may employ appraisal firms, mapping firms or other persons or firms having expertise in one or more of the duties of the assessor to assist the assessor in the performance of these duties. In the employments of these firms, primary consideration must be given to the firms registered with the Department of Revenue pursuant to G. S. 105-289(i) (registration documentation attached). Currently two other firms are contracted by the County and I am requesting that a third be added. Auditing firms are employed for the purpose of auditing business personal property returns and gross receipts subject to property tax in Cumberland County. These audits are performed in accordance with professionally accepted auditing and accounting standards.

Recommendations: Approve the following contract to retain the services of Turner Business Appraisers, Inc. to assist the Tax Administrator with the auditing of business personal property and gross receipts listings to insure compliance with all North Carolina Property Tax Statutes.

The County Attorney has indicated the contract is legally sufficient only if approved by the Board of Commissioners because the statute requires the Board's authorization to enter into the contract.

Celebrating Our Past...Embracing Our Future

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

**FIRMS REGISTERED WITH
THE NORTH CAROLINA DEPARTMENT OF REVENUE**

Auditing Firms

Revised February 19, 2014

Analytical Consultants / Hunt, Smith & Snow, LLC

snowpaul@bellsouth.net

Paul L. Snow

125 Kingston Drive, Suite 206

Chapel Hill, NC 27514

919-929-9539

919-929-9543 fax

County Tax Services, Inc.

www.CTSInc.us

Tonia Bowen, Owner/President

tbowen@ctsinc.us

P. O. Box 37642

Raleigh, NC 27627

919-781-4666

866-316-2874 toll-free

Evans & Associates Consulting Group, Inc.

www.evanstaxconsulting.com

Phillip Evans, President/Owner

pevans@evanstaxconsulting.com

3050-B Senna Dr.

Matthews, NC 28105

704-847-4709

704-847-9606 fax

Tax Management Associates Inc.

2225 Coronation Blvd

Charlotte, NC 28227

704-847-1234

Turner Business Appraisers

Jim Turner, CPA - President

P. O. Box 1857

Matthews, NC 28106

800-873-3040

704-821-0590 fax

**NORTH CAROLINA
COUNTY OF CUMBERLAND**

**Turner Business Appraisers, Inc.
Business Personal Property Audit Services
Agreement Number TBA-072014**

This contract made and entered into this 24th day of June, 2014 by and between Cumberland County, a political subdivision of the State of North Carolina, hereinafter referred to as "County" and Turner Business Appraisers, Inc., a Corporation authorized to transact business in North Carolina, EID# 56-2045616, hereinafter called "TBA", to assist the County Tax Administrator in the performance of audits to verify the accuracy of business taxpayers' listings of personal property for ad valorem taxation.

WITNESSETH

Whereas, the County desires to obtain audit services on the County's business personal property taxpayers as authorized by the North Carolina General Statutes, and

Whereas, TBA agrees to provide said audit services for the County pursuant to the terms and conditions of this agreement.

Now, therefore, for and in consideration of the promises mutually herein exchanged, the parties agree as follows:

Terms and Conditions

Section 1 – Services

- A. In accordance with the charges, terms and conditions contained in this agreement, TBA agrees to furnish North Carolina General Statute audit services on certain of the County's business personal property taxpayers. Audits to be performed by TBA shall include services to verify the accuracy in taxpayer's listing and shall be selected and assigned by the County Administrator. Audits will be performed in compliance with all statutes applicable within The North Carolina Machinery Act, including but not limited to; N.C.G.S. §105-283, "Uniform Appraisal Standards;" N.C.G.S. §105-317.1, "Appraisal Elements For Reconciling to True Value;" N.C.G.S. §105-291, "Powers of Department and Commission" and N.C.G.S. §105-312, "Discovered Property" procedures.
- B. TBA agrees to audit all listings assigned for audit for the most current year and applicable prior years up to five (5) years as provided by N.C.G.S. § 105-312 which provides for Discovery Procedures and Limitations. The Cumberland County Administrator shall be solely responsible for using the audit information obtained by TBA to form an opinion or estimate of value for any discovery bills or other billings for all taxpayers assigned to TBA for audit.

It is expressly understood and agreed by TBA and the County that the audit services performed under this agreement represent an examination of data and materials, as might be contained in a taxpayers accounting records or other

documents, for the purpose of verifying the accuracy of listings, reports or statements filed with the County in connection with a taxpayers listing of property and that such services are not an appraisal services except that information obtained in an audit performed by TBA may be used by the County Tax Assessor to form an opinion or estimate of value as in an appraisal.

- C. It will be TBA's responsibility to schedule each audit, prepare all necessary written and verbal correspondence throughout the audit process, make copies of all necessary documents needed to complete the audit, corroborate the accuracy of the taxpayers tangible personal property tax returns by comparing said returns to the taxpayers accounting records and prepare written audit results for the County and the taxpayer.
- D. TBA will defend the results from audits it performs throughout the appeals process. If requested by the County, TBA shall act as the County's expert witness before administrative appeal bodies. However, TBA shall not be responsible for defending items outside the scope of the audit such as appraisal or legal issues.
- E. TBA will prepare reports in connection with audit activity including reports on each audit. The report will be issued at least quarterly to the County Administrator.
- F. Training will be provided to any employee of the County that the Assessor deems appropriate. County employees may accompany TBA on any audit, provided the County shall be responsible for the travel related expenses of said employee.

Section 2 – Term of Agreement

- A. This agreement shall become effective from the date of this Agreement and, unless cancelled by either party upon thirty days (30) written notice will remain in effect through June 30, 2015 (aka. Fiscal Year 2015). At the expiration of Fiscal Year 2015 the contract will automatically continue in effect thereafter on a year to year basis and can be renewed with a Supplemental Agreement as outlined in Section 3 C. below. This will allow for the audit program to continue without interruption.
- B. If through any cause, TBA or the County fails to fulfill its obligation as provided by this agreement, or materially violates any of the covenants or stipulations within this agreement, or if the County becomes unsatisfied with services rendered as determined in the County's sole discretion, and such failure continues for thirty (30) days after written notice thereof by a party, either party may thereupon have the right to terminate this agreement immediately upon giving written notice to the other party. Said notice shall be delivered to the party personally or mailed by certified mail to the mailing address as specified herein. In the event of such termination, TBA shall be entitled to receive just and equitable compensation for all work performed as of the termination date. In the

event that some audits are not complete as of the termination date; TBA agrees to expeditiously finalize all work-in-process including appealed audits to the satisfaction of the Tax Administrator.

Section 3 – Service Fees

- A. Field Audit Services fee schedule: The table below depicts the fee the County will owe for each completed audit; the fee is based upon the 2013 Total Assessed Tax Value of the subject company's tangible personal property. For services rendered by TBA under this agreement, County shall pay to TBA the following:

Audit pricing schedule

Size	Total Assessed Tax Value	Audit Fee Schedule
1	\$0 to 50,000	\$195.00**
2	\$50,001 to \$399,999	\$495.00
3	\$400,000 to \$999,999	\$995.00
4	\$1,000,000-\$4,999,999	\$995.00
5	Greater than \$5,000,000	\$995.00

***The fee for audits of Size-1 accounts does not include an onsite physical inspection. If however the Tax Administrator deems it prudent to perform a site inspection on a Size-1 account then TBA will perform said inspection and the fee due by the County for the Size-1 audit requiring a site inspection will be at the Size-2 rate of \$495.*

- B. If the County Administrator provides prior authorization TBA will provide Discovery Services per the following fee schedule:

Discovered Value	Price Per New Account
Discovered account – non EDA source	\$150
Discovered account – Utilizing the EDA [®] database and accompanying Equipment Cost information	\$250

- C. Limit of Payments to TBA: TBA shall receive from County an initial budgeted amount for the first iteration of audits not to exceed \$50,000.00 as full compensation for the provision of Services. County agrees to pay TBA for services performed to the satisfaction of the County, in accordance with this contract. County may from time to time request additional auditing services from TBA, which may exceed the amount stated above. This original agreement allows for additional auditing services to be obtained by the use of a Supplemental Agreement. The maximum amount of funds available for audit purposes will be stated in item #2 of each Supplemental Agreement. Each Supplemental Agreement will require approval by the Cumberland County Finance Department for compliance with the Local Government Budget and Fiscal Control Act, be approved for legal sufficiency by the Cumberland County Attorney's Office and signed by the Tax Administrator and TBA.

- D. Payment: TBA shall invoice the County for applicable audit fees on a monthly basis. Invoices for audits that result in a tentative assessment of discovered value will be tendered after the appeal period has expired. Invoiced fees will be due and payable within thirty (30) days following billing date if services have been satisfactorily performed. If TBA does not receive payment within thirty (30) days from the date of the invoice, the unpaid balance of the invoice will be subject to additional charges in the amount of one (1) percent per month until payment is received.

Section 4 – Indemnification

- A. The County agrees that proprietary rights to the business personal property audit system shall remain with TBA, and that the County will not sell or lease the system to any other person, company, taxing jurisdiction, or permit access to the System, except for employees of the County authorized to do so by the TBA. Despite the fact TBA retains proprietary rights; TBA will make the results of its work available to the County, as the results are generated.
- B. To the fullest extent permitted by laws and regulations, TBA shall indemnify and hold harmless the County and its officials, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of engineers or architects, attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this contract or the actions of TBA or its officials, employees or Contractors under this contract or under the contracts entered into in connection with this contract.

Section 5 – General

- A. The laws of the State of North Carolina will govern this agreement.
- B. It is expressly understood by TBA that under the provisions of North Carolina General Statutes, TBA and TBA's employees are subject to the State Confidentiality Statutes and the penalties contained therein and TBA agrees to abide by such statutes. Further TBA shall hold the County harmless from any liability, which may result from an action involving TBA or its employees or agents regarding confidentiality of taxpayer records, or any violation of such statutes by TBA.
- C. TBA agrees that no employee of TBA will consult with or answer any questions regarding any aspect of an audit being performed, except with authorized County officials and the taxpayer under audit, unless otherwise directed to do so by the Tax Assessor. At all times, TBA agrees that TBA and TBA's employees will conduct their services in a professional and courteous manner.

- D. The County and TBA acknowledge that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.
- E. In the unlikely event of disputes arising out of this agreement, all parties agree to submit unsettled matters to a non-binding arbitration hearing before three arbitrators, one selected by each party and a third selected by mutual agreement of the first two. Any action brought by either party to enforce any provision or the interpretation of this agreement shall be brought in the General court of Justice for Cumberland County, North Carolina, which courts shall have venue and jurisdiction.
- F. This agreement constitutes the entire agreement of the parties and no other agreement or modification to this contract, expressed or implied, shall be binding on either party unless same shall be in writing and signed by both parties. This Agreement may not be orally modified. Any modifications must be in writing, attached to this contract, and signed by both parties. This agreement is entered into under the provisions of N.C.G.S. § 105-299.
- G. Should any provision, portion or application thereof of this agreement be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law or constitutional provision, the Parties shall negotiate an equitable adjustment in the affected provisions of this agreement with a view toward effecting the purpose of this agreement, and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.

Section 6 – Notices

Notices to be given or submitted by either party to the other, pursuant to this agreement, shall be sufficiently given or made in writing and sent by certified mail, postage pre-paid.

IN WITNESS WHEREOF, the parties have executed this agreement for the purposes stated herein, on the day below written.


Accepted: Turner Business Appraisers, Inc.
PO Box 1857
Matthews, N.C. 28106-1857

Accepted: Cumberland County
117 Dick Street, RM 530
Fayetteville, NC 28301

IN WITNESS WHEREOF, the County of Cumberland has caused this instrument to be signed by authority of a resolution of its governing body duly adopted this the day and year first above written.

CUMBERLAND COUNTY

BY:


Mr. Aaron Donaldson, Tax Administrator
County Courthouse
117 Dick Street, Room 530
Fayetteville, NC 28301

Approved as to form:


County Attorney signature

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

Melissa Cardinali
Cumberland County Finance Director

IN WITNESS WHEREOF, Turner Business Appraisers, Inc., a North Carolina corporation, has caused this instrument to be signed by its Vice President, Bill Smoak, as the act and deed of the corporation, this the day and year first above written.

BY:


Bill Smoak
Vice President

ATTEST BY:





ITEM NO. 21

CUMBERLAND
COUNTY
NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

JEFFERY P. BROWN, PE
Engineering & Infrastructure Director

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 4, 2014

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR

THROUGH: AMY H. CANNON, COUNTY MANAGER

DATE: JULY 29, 2014

SUBJECT: RELOCATION OF PREVIOUSLY GRANTED SANITARY SEWER
EASEMENT TO ALLISON HOLDINGS, L.L.C WITHIN THE
INDUSTRIAL PARK

BACKGROUND

A memo was issued to the Board of Commissioners on June 26, 2014 from the Engineering & Infrastructure Director concerning the need to relocate the existing sewer easement that Cumberland County granted Allison Holdings, L.L.C in October 2013. As you may recall, the utility contractor recommended that PWC's sewer outfall be tapped at an existing manhole as compared to excavating a connection at the original easement location due to very poor soil conditions. The attached map depicts the original easement location as well as the new location in which the sewer lateral was connected. Since there were no meetings in the month of July, a verbal approval was given to Allison Holdings, Inc. on the new location in order to allow the project to progress with the understanding that the Board would ratify the easement change at the August 4, 2014 meeting.

RECOMMENDATION

The Engineering and Infrastructure Director, County Management and the County Attorney recommend that the Board of Commissioners vote to grant the new easement which also in turn extinguishes the existing easement previously approved.

Prepared by and Return To: THE LAW OFFICES OF LONNIE M. PLAYER, JR., PLLC,
P.O. BOX 88095, FAYETTEVILLE, N.C. 28304-8095 [without title examination]

NORTH CAROLINA

**RELEASE AND RECONVEYANCE
OF UTILITY EASEMENT**

CUMBERLAND COUNTY

Deed Book 9366, Page 356-361

This **RELEASE AND RECONVEYANCE OF EASEMENT**, made and entered into this ____ day of _____, 2014 by and between **ALLISON HOLDINGS, L.L.C.**, a North Carolina limited liability company, its successors and assigns, hereinafter referred to as "Grantor," and **COUNTY OF CUMBERLAND**, a body corporate and politic of the State of North Carolina, its successors and assigns, hereinafter designated as "Grantee" and owner of that property described in Deed Book 2927, Page 149, Cumberland County Registry;

WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar and other good and valuable consideration in hand paid by the Grantee, the receipt of which is hereby acknowledged, has given, granted, bargained, sold and reconveyed, and by these presents does give, grant, bargain, sell, reconvey and release unto Grantee, its heirs and/or successors and assigns, those rights and easements across the property of Grantee as granted to and/or reserved by the Grantor herein by that instrument entitled "North Carolina Utility Easement" and recorded in Deed Book 9366, Page 356-361, Cumberland County Registry (hereinafter "the Easement").

Grantor does hereby covenant to Grantee that it is lawfully seized and possessed of the Easement and that it has a good and lawful right to release and reconvey the Easement to Grantee.

TO HAVE AND TO HOLD the above property free and unfettered by the Easement and all appurtenances belonging or in any way appertaining, unto the Grantee, its heir and/or successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, this the day and year first above written.

ALLISON HOLDINGS, L.L.C.
a North Carolina Limited Liability Company

_____(SEAL)
BY: D. KEITH ALLISON
ITS: MANAGING MEMBER

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public, do hereby certify that D. KEITH ALLISON, personally came before me this day and acknowledged that he is the Managing Member of ALLISON HOLDINGS, L.L.C., and that he, being authorized to do so, voluntarily executed the foregoing instrument for the purpose stated therein and on behalf of said entities.

WITNESS my hand and official seal this _____ day of _____, 2014.

NOTARY PUBLIC
My Commission Expires: _____

PREPARED BY AND
RETURN TO: THE LAW OFFICES OF LONNIE M. PLAYER, JR., PLLC,
P.O. BOX 88095, FAYETTEVILLE, N.C. 28304-8095
[without title examination]

Tax Parcel No. 0433-37-2679

NORTH CAROLINA
UTILITY EASEMENT

CUMBERLAND COUNTY

This DEED OF EASEMENT, made and entered into this _____ day of _____, 2014, by and between **COUNTY OF CUMBERLAND**, a body corporate and politic of the State of North Carolina, its successors and assigns, hereinafter referred to as "GRANTOR"; and **ALLISON HOLDINGS, L.L.C.**, a North Carolina limited liability company, its successors and assigns, hereinafter referred to as "GRANTEE";

WITNESSETH:

WHEREAS, GRANTOR owns certain real property located in Cumberland County, State of North Carolina, more particularly described as Tax Parcel 0433-37-2679, and more particularly described in a deed recorded in Deed Book 2927, Page 149, Cumberland County Registry (the "Property"), and has agreed to convey to GRANTEE a utility easement over portions of the Property;

AND WHEREAS, GRANTEE owns certain real property located in Cumberland County, State of North Carolina, more particularly described as Tax Parcel 0433-47-0682, and more particularly described in a deed recorded in Deed Book 8901, Page 785, Cumberland County Registry (the "Grantee's Property"),

NOW, THEREFORE, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by GRANTEE, and in consideration of the mutual benefits inuring to the parties hereto, does hereby give, grant and convey unto GRANTEE the perpetual rights and easements as more fully described in the paragraphs below.

1. Utility Easement.

A. GRANTEE shall have a permanent non-exclusive utility easement upon, through, in, and under the portions of the Property more specifically described on Exhibit "A" ("Easement Area") attached hereto and incorporated herein by reference and as further shown for illustrative purposes on the map attached hereto and incorporated herein as Exhibit "B".

B. Purpose of Easements. The purpose of this easement is solely and exclusively for the installation, operation, and maintenance of a system of pipelines and related facilities for utility purposes, specifically sanitary sewer (whether currently existing or later installed, collectively the "Facilities"), and for no other purpose. Said Facilities may include, without limitation, pipes, valves, hydrants, meters, and manholes. GRANTEE'S rights shall include the right to do all things necessary and convenient to satisfy said purposes, including without limitation constructing, laying, maintaining, inspecting, operating, protecting, repairing, changing the size of, replacing, removing or abandoning the Facilities.

C. Specific Terms. Further specific terms and conditions applicable to the utility easement are as follows:

(i.) GRANTOR shall not place, construct, deposit, leave, permit to be or remain on, within or over the Easement Area, any construction materials, metals, lumber, trees, berms, water bodies, rubbish, refuse, fences, structures, buildings or other obstructions; provided, however, that the installation of pavement in the Easement Area is expressly permitted hereby; and provided further, however, that Grantor may place a fence on either side of the right of way with a gate not less than ten (ten) feet in width going across the right of way, although no pole or other construction material may be in the right of way. Furthermore, GRANTOR shall not install, or permit to be installed, any utility lines or other facilities within the Facilities located in the Easement Area or above or below said Facilities.

Any such obstructions shall constitute an easement nuisance and shall be removed by GRANTOR, at its expense.

(ii.) GRANTEE is authorized to remove from the Easement Area all structures, fences, trees, shrubs, vegetation, and other obstructions as necessary, in GRANTEE's sole discretion, to construct, maintain, repair or protect the Facilities. Notwithstanding the foregoing, GRANTOR may (1) construct, maintain, and use the Easement Area for paved rights of way, paved drives and parking areas; and (2) plant and maintain shallow-rooted ground cover material within the Easement Area.

(iii.) GRANTOR shall retain fee simple ownership of the Property including the Easement Area; provided, however, no use may be made of the Easement Area which interferes with GRANTEE's full, reasonable use of the easements and rights described herein.

(iv.) At the conclusion of any installation or maintenance of the Facilities within the Easement Area, GRANTEE will re-grade, mulch, and re-seed, or otherwise return the disturbed land within the Easement Area to as near prior conditions as feasibly possible. Said restoration shall not include laying sod, landscaping, or re-paving.

2. Ingress and Egress Easement. GRANTEE shall have the right of access, ingress and egress over, upon, through, and under the Easement Area. GRANTEE will be responsible for damages to the Property outside of the Easement Area caused by GRANTEE's use of the same for ingress and egress as provided herein.

3. Covenants by Grantor. GRANTOR, for itself, its heirs, executors, administrators and assigns, does covenant with GRANTEE, its successors and assigns, that it is the owner in fee simple of the Property and that it has good right to grant and convey the easements and rights described herein and the easements shown on the attached Exhibit A and Exhibit B. GRANTOR further covenants that the individuals executing this document on behalf of GRANTOR have all necessary and appropriate authority to bind GRANTOR to the obligations and conveyances granted herein, and, in the event that GRANTOR is a corporation or similar entity, that the execution of this document has been authorized by all appropriate and necessary corporate action.

TO HAVE AND TO HOLD the rights and easements hereby granted to GRANTEE and its successors in title forever; it being agreed that the rights and easements hereby granted are appurtenant to and runs with the Property now owned by GRANTEE.

IN TESTIMONY WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and year first above written.

GRANTOR: **CUMBERLAND COUNTY, A BODY POLITIC
AND CORPORATE IN THE STATE OF NORTH
CAROLINA**

BY:
ITS:

STATE OF NORTH CAROLINA
COUNTY OF _____

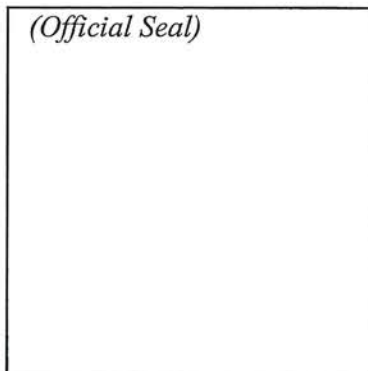
I certify that _____ personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein.

Date: _____

Signature of Notary Public

Notary's printed or typed name

My commission expires: _____



Notary seal or stamp must appear within this box.

LARRY KING & ASSOCIATES, R.L.S., P.A.
1333 MORGANTON ROAD, SUITE 201
FAYETTEVILLE, NC 28305
PHONE: (910) 483-4300 FAX: (910) 483-4052
NC Firm License C-0887

July 1, 2014

LEGAL DESCRIPTION

Private Easement
(Sanitary Sewer)
0.01 Ac



LYING in Grays Creek Township, Cumberland County, North Carolina, this subject property being bounded on the east by property conveyed to Allison Holdings LLC as described and recorded in Deed Book 8901, Page 785, Cumberland County Registry, bounded on the north, south and west by the lot of which this is being a part, Lot 41 as described and recorded in Plat Book 98, Page 44, Cumberland County Registry, and being more particularly described as follows:

COMMENCING from an existing PK nail in the center of Tom Starling Road, 100 R/W, Thence North 14 degrees 26 minutes 46 seconds East for a distance of 53.79 feet to an existing iron rod, the southern most corner of lot 41 (Plat Book 98, Page 44) said iron rod also being the **TRUE POINT AND PLACE OF BEGINNING**,

THENCE with the east boundary line of said Lot 41, North 26 degrees 56 minutes 29 seconds East for a distance of 563.78 feet to a point;

THENCE North 63 degrees 03 minutes 30 seconds West for a distance of 50.00 feet to a point;

THENCE North 26 degrees 56 minutes 30 seconds East for a distance of 10.00 feet to a point;

THENCE South 63 degrees 03 minutes 30 seconds East for a distance of 50.00 feet to a point

THENCE with the east boundary line of lot 41 South 26 degrees 56 minutes 29 seconds West for a distance of 10.00 feet to a point

THENCE South 26 degrees 56 minutes 29 seconds West to an existing iron rod, the southern most corner of Lot 41 (Plat Book 98, Page 44), said iron rod also being the **TRUE POINT AND PLACE OF BEGINNING**.

TOGETHER with and subject to covenants, easements, and restrictions of record.




SAID property contains 0.01 acres (500 square feet).

This description prepared by Larry King & Associates, R.L.S., P.A. under the supervision of W. Larry King, a Professional Land Surveyor, on this 1st day of July, 2014.

W. Larry King PLS 1339
W. Larry King PLS, L-1339



6

O - DENOTES BREAK IN LINE
 EIR - EXISTING IRON REBAR N2
 BOUNDARY LINE
 PROPOSED 6" SANITARY
 SEWER LATERAL
 PROPOSED EASEMENT

0433-37-2679
CUMBERLAND COUNTY
DB 02927, PG 0149
PB 98, PG 44
ZONE= M(P)

SANITARY SEWER
EASEMENT
APPROXIMATELY
500 SF 0.01 AC.

0433-47-0682
ALLISON HOLDINGS LLC
DB 8901, PG 785
PB 91, PG 44
ZONE= M(P)

REVISIONS	DESCRIPTION
7-01-2014	MOVE PRIVATE SANITARY SEWER EASEMENT- SSCO LOCATION

PROPOSED PRIVATE SANITARY
SEWER BASEMENT FOR
ALLISON HOLDINGS LLC
2604 FORT BRAGG ROAD
FAYETTEVILLE, NC 28303

DESIGNED BY: PDM	DATE: 9/12/2013
CHECKED BY:	SCALE: 1" = 50'
APPROVED BY:	

AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



ITEM NO. 25

MELISSA C. CARDINALI
Assistant County Manager

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA – AUGUST 4, 2014

TO: BOARD OF COMMISSIONERS

FROM: JAMES LAWSON, DEPUTY COUNTY MANAGER

DATE: JULY 30, 2014

SUBJECT: APPROVAL OF REVISED LEASE WITH COASTAL HORIZONS CENTER, INC.

BACKGROUND

On June 16, 2014, the Board of Commissioners approved the lease agreement with Coastal Horizons Center, Inc. ("Lessee") for the lease of 1,773 square feet of office space at 412 Russell Street.

However prior to execution, the Lessee requested that additional language be added to item 28 "TERMINATION" to allow the Lessee the opportunity to terminate the lease in the event funding for rent payments are insufficient to continue operation on this lease.

RECOMMENDATION

Staff recommends the Board to approve a revision to the lease agreement which incorporates the below language as a 2nd paragraph of the termination clause.

The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension removal thereof, is dependent upon and subject to the appropriation, allocation, or availability of funds for this purpose to the agency of the LESSEE responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the LESSEE or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving LESSOR written notice of said termination, and the lease agreement shall terminate immediately without any further liability to LESSEE.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

LEASE AGREEMENT

Notice of Intent published in the *Fayetteville Observer* on May 28, 2014

Approved by the Board of Commissioners on August 4, 2014

This Lease Agreement, made and entered as of the _____ day of _____, 2014, by and between **Coastal Horizons Center, Inc.**, a North Carolina corporation with a place of business at 412 Russell Street, Fayetteville, North Carolina, hereinafter referred to as "LESSEE", and the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

W I T N E S S E T H:

THAT for and in consideration of the mutual promises hereinafter contained herein and subject to the terms and conditions hereinafter set forth or referred to, LESSOR does hereby lease and demise to LESSEE that certain space consisting of 1,773 square feet of office space in the County building located at 412 Russell Street, Fayetteville, NC, and being the same space already occupied by Lessee.

TO HAVE AND TO HOLD said property, together with all privileges and appurtenances thereto belonging including easements of ingress and egress, to the said LESSEE, under the terms and conditions hereinafter set forth:

1. **TERM:** The Lease shall commence the 1st day of July, 2014, and unless sooner terminated, continue for three years to June 30, 2017.
2. **RENT:** The rent shall be at an annual rate of \$15.00 per square foot for a total of TWENTY SIX THOUSAND, FIVE HUNDRED NINETY FIVE DOLLARS (\$26,595) payable in equal monthly installments of TWO THOUSAND, TWO HUNDRED SIXTEEN and 25/100 DOLLARS (\$2,216.25) on or before the 1st day of each month beginning July 1, 2014.
3. **DEPOSIT:** LESSOR shall not require a security deposit from the LESSEE.
4. **SERVICES:** LESSOR covenants and agrees to furnish the leased premises with electrical service suitable for the intended use as general office space (including dedicated ground circuits for computer operation), including fluorescent tube and ballast replacements, heating and air conditioning for the comfortable use and occupancy of the leased premises, plus supplying and maintaining building common areas and restroom facilities, including hot and cold water, and sewage disposal in the building in which the leased premises are located. If the premises have a security system, Lessor will maintain it in good working order.
5. **PARKING LOT:** LESSEE shall have the right of shared use and enjoyment of the Cumberland County Day Reporting Center parking areas at no charge to the LESSEE.

6. **ASSIGNMENT OR SUB-LEASE**: The LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR. Such written consent will not be unreasonably withheld by LESSOR.
7. **USE AND POSSESSION**: It is understood that the leased premises are to be used for general office purposes and for no other purposes without prior written consent of LESSOR. LESSEE shall not use the leased premises for any unlawful purpose or so as to constitute a nuisance. LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear and damage by accidental fire or other casualty.
8. **DESTRUCTION OF PREMISES**: In the event that said building is damaged by fire, windstorm, or an act of God, so as to materially affect the use of the building and premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate, provided further that the LESSEE shall pay no rent during the period of time that the premises are unfit for occupancy and use.
9. **CONDEMNATION**: If during the term of this lease or any renewal period thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to the LESSEE. The LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of the LESSEE for injury, damage or destruction of the LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purposes leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of leased premises taken. In no event shall the LESSOR be liable to the LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.
10. **INTERRUPTION OF SERVICE**: LESSOR shall not be or become liable for damages to LESSEE alleged to be caused or occasioned by or in any way connected with or the result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, heating, or air conditioning systems. However, upon receipt of actual notice of any such interruption, defect or breakdown, LESSOR will take such steps as are reasonable to restore any such interrupted service to remedy any such defect.

11. **LESSOR'S RIGHT TO INSPECT:** The LESSOR shall have the right, at reasonable times during the term of this lease, to enter the leased premises, for the purposes of examining and inspecting same and of making such repairs or alterations therein as the LESSOR shall deem necessary.
12. **INSURANCE:** LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$500,000 per occurrence and naming LESSOR as an additional named insured.
13. **MAINTENANCE OF STRUCTURE:** LESSOR shall be responsible for the maintenance and good condition of the roof and supporting walls of the building leased hereunder and for maintenance in good working condition of all mechanical equipment (including but not limited to heating and air conditioning equipment) installed and provided by the LESSOR. The LESSEE shall be responsible for the maintenance in good condition of interior surfaces, floors, doors, ceilings, and similar items except that the LESSEE shall not be responsible for fair wear and tear or for major damage or destruction of such walls, grounds, surfaces, or any structural component of the premises.
14. **HEATING AND AIR CONDITIONING; JANITORIAL SERVICES:** LESSOR shall provide and maintain in good working condition sufficient heating to maintain an average air temperature in the entire leased premises of between sixty-five (65) and seventy-five (75) degrees Fahrenheit. LESSOR shall also provide and maintain in good working condition sufficient air conditioning to maintain an average air temperature in the entire leased premises of between seventy-two (72) and seventy-eight (78) degrees Fahrenheit. LESSOR shall not be liable for failure to maintain such temperatures when such failures result from failures of electrical power, fuel shortages, strikes, lockouts or other causes beyond the control of the LESSOR and not caused by LESSOR'S negligence or lack of due care and diligence. Temporary stoppages of heating services for the purposes of maintaining or repairing heating equipment and facilities shall not constitute a default by LESSOR in performance of this Lease, provided that the LESSOR exercises due diligence and care to accomplish such maintenance and repair and such stoppages do not continue to an unreasonable length of time. LESSOR shall be responsible for commercially reasonable janitorial service and trash removal from leased premises.
15. **PERSONAL PROPERTY AND IMPROVEMENTS:** Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.

16. **TAXES:** LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.
17. **NOTICE:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

LESSEE:

Coastal Horizons Center, Inc.
Attn: President/CEO
615 Shipyard Blvd.
Wilmington, NC 28412

LESSOR:

Cumberland County
Attn: County Manager
P. O. Box 1829
Fayetteville, NC 28302-1829

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

18. **ORDINANCES AND REGULATIONS:** The LESSEE hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, officers and boards of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at the LESSEE'S sole cost and expense, but only insofar as any of such rules, ordinances, and regulations pertain to the manner in which the LESSEE shall use the leased premises, the obligation to comply in every other case, and also all cases where such rules, regulations, and ordinances require repairs, alterations, changes or additions to the building (including the leased premises) or building equipment, or any part of either, being hereby expressly assumed by the LESSOR and LESSOR covenants and agrees promptly and duly to comply with all such rules, regulations and ordinances with which LESSEE has not herein expressly agreed to comply.
19. **INDEMNIFICATION:** LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.

20. **REPAIR**: The premises shall meet all requirements necessitated by the ADA and OSHA Inspection Guidelines. Should it be necessary during the term of this Lease to repair the roof structure; exterior walls; or structural members or the building because of defect or failure, the LESSOR shall make such repairs or replacements at its sole cost and expense, within a reasonable time after demand is made in writing to the LESSOR to do so by the LESSEE. The LESSOR shall keep the premises, including all improvements, in good condition and repair and in a good, clean, and safe condition at all times during the term of this Lease Agreement.
21. **WARRANTY**: The LESSOR warrants that all plumbing, electrical, heating, and air conditioning units and facilities are in good working order at the commencement of this Lease.
22. **REMEDIES**: If either party shall be in default with respect to any separate performance hereunder, and shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this lease. The defaulting party shall remain fully liable for performing its remaining obligations under this lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, including reasonable attorneys fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by state or otherwise any may be enforced concurrently or from time to time.
23. **SUCCESSOR AND ASSIGNS**: This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.
24. **ALTERATIONS AND PARTITIONS**: The LESSEE may make reasonable alterations and partitions to the interior of the premises to enhance their suitability for the uses contemplated in this Lease Agreement, provided prior written approval of the graphic plan for alterations and partitions shall be obtained from the LESSOR, who shall not unreasonably withhold such approval.
25. **UTILITIES**: Electrical power, water, and sewer services to serve the leased premises shall be at LESSOR'S expense. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease. LESSEE shall be prudent in its use of utilities and compliant with the LESSOR'S practices and policies related to utilities.
26. **RISKS OF LOSS**: As between the LESSOR and the LESSEE, any risk of loss of personal property placed by the LESSEE in or upon the leased premises shall be upon and a responsibility to the LESSEE, regardless of the cause of such loss.

27. **DESTRUCTION OF PREMISES:** If the leased premises should be completely destroyed or damaged so that more than fifty percent (50%) of the leased premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage.
28. **TERMINATION:** If the LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of fifteen (15) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the premises without prejudice to any other remedies allotted by law; and/or, if the LESSOR SHALL fail to perform any of the terms and conditions heretofore set forth and shall continue in such default thirty (30) days after written notice of such default, the LESSEE, at its discretion shall terminate this Lease and vacate the leased premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law.

The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension removal thereof, is dependent upon and subject to the appropriation, allocation, or availability of funds for this purpose to the agency of the LESSEE responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the LESSEE or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving LESSOR written notice of said termination, and the lease agreement shall terminate immediately without any further liability to LESSEE.

29. **OCCUPANCY AND QUIET ENJOYMENT:** LESSOR promises that LESSEE shall have quiet and peaceable possession and occupancy of the above leased premises in accordance with the terms set forth herein, and that LESSOR will defend and hold harmless the LESSEE against any and all claims or demands of others arising from LESSEE'S occupancy of the premises or in any manner interfering with the LESSEE'S use and enjoyment of said premises.
30. **MODIFICATION:** This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
31. **MERGER CLAUSE:** This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed in duplicate originals by their duly authorize officers, the date and year first above written.

LESSEE: COASTAL HORIZONS CENTER INC.

ATTEST:

BY: _____ BY: _____
Secretary Margaret Weller-Stargell, President/CEO

LESSOR: COUNTY OF CUMBERLAND

ATTEST:

BY: _____ BY: _____
Candice White, Clerk Jeanette Council, Chair
Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Candice White, personally appeared before me this day and acknowledged that she is the Clerk to the Cumberland County Board of Commissioners; that Jeanette Council is the Chair of the Cumberland County Board of Commissioners; that the seal affixed to the foregoing is the Corporate Seal of said Board; that said instrument was duly passed at a regular meeting of the Board of Commissioners as therein set forth and was signed, sealed, and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said Candice White acknowledged the said instrument to be the act and deed of the said Board.

WITNESS MY HAND and seal this the ____ day of _____, 2014.

Notary Public

My Commission Expires: _____

NORTH CAROLINA

_____ COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is Secretary of Coastal Horizons Center, Inc., a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President/CEO, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official stamp or seal, this the _____ day of _____, 2014.

Notary Public

My Commission Expires: _____.

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

Approved for Legal Sufficiency

Melissa Cardinali, Finance Officer

County Attorney's Office
() Renewable
() Non-renewable
Expiration Date: June 30, 2017

RICKEY L. MOOREFIELD
County Attorney



ITEM NO. 2K
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 AUGUST 4, 2014
MEETING OF THE BOARD OF COMMISSIONERS**

TO: Board of Commissioners; Co. Manager
FROM: Co. Attorney *R. Moorefield*
DATE: July 29, 2014
SUBJECT: Consideration of Resolution of Intent to Close Woody Street (aka Joseph St.)
and Calling for a Public Hearing

ATTACHMENTS:

Resolution;
Email from NCDOT to Co. Atty. dated July 30, 2014;
Petition submitted by Amerco Real Estate Company;
Petition submitted by James Thompson, Jr.;
Petition submitted by Johnny Reece and wife, Ella Reece;
Petition submitted by D & M Enterprises, LLC;
Petition submitted by James S. Thrash;
Legal descriptions of the roadway to be closed prepared by Jimmy F. Cain, Professional
Land Surveyor;
Drawing of Woody (Joseph) Street and adjoining parcels prepared County Planning Staff

BACKGROUND:

Woody Street (aka Joseph Street) is an unimproved right of way established by a subdivision plat recorded in Plat Book 12 at page 5 on January 12, 1948. NCDOT has confirmed to the county attorney that the street is not State maintained. All the property owners fronting on the right of way have petitioned for it to be closed. The right of way intersects with one large parcel that has frontage on another street. The owner of that parcel did not petition for closure and will be separately notified of the Board's intent.

The Fire Marshal does not object to this closure. The Planning & Inspections Department recommended that the two parcels owned by James S. Thrash be combined into a single parcel to avoid land-locking one of his parcels. Mr. Thrash accomplished this recombination with a deed recorded in Deed Book 9376 at page 886.

Pursuant to G.S. 153A-241, if the Board determines to grant this request for closure, the Board must declare its intent to do so and call for a public hearing on the matter. The public hearing must be advertised for three successive weeks. The Board may declare its intent by adopting the attached Resolution.

RECOMMENDATION AND PROPOSED ACTION:

County attorney recommends adoption of the attached Resolution to commence this closure process.

Rick Moorefield

From: Plummer, Ronald D <rdplummer@ncdot.gov>
Sent: Wednesday, July 30, 2014 8:28 AM
To: Rick Moorefield
Cc: Laretha Clark
Subject: RE: CLOSURE OF WOODY STREET

Mr. Moorefield,

Woody Street, as shown on Plat Book 58 Page 90, is not a NCDOT State maintained road.

Sincerely,

David Plummer
Engineering Technician



N.C. Dept. of Transportation
Division 6 – District 2
P.O. Box 1150
Fayetteville, N.C. 28302
(910) 486-1496

BOARD OF COMMISSIONERS OF CUMBERLAND COUNTY
RESOLUTION OF INTENT TO CLOSE WOODY STREET (AKA JOSEPH STREET)
AND CALLING A PUBLIC HEARING ON THE QUESTION
PURSUANT TO G.S. 153A-241

WHEREAS, Amerco Real Estate Co.; James Thompson Jr.: Johnny and Ella Reece; D&M Enterprises, LLC; and James S. Thrash have submitted petitions to the Cumberland County Board of Commissioners (the "Board") requesting the Board to close Woody Street (aka Joseph Street) located in Pearce's Mill Township, Cumberland County and as shown on the plats recorded in Plat Book at page 5, Plat Book 14 at page 33, and Plat Book 58 at page 90; and

WHEREAS, the County Attorney has been notified by the North Carolina Department of Transportation that this street is not under the control and supervision of the Department of Transportation; and

WHEREAS, it appears that the only property owners to be affected by the closure of this street, are the property owners who have submitted the request; and

WHEREAS, it further appears that no person would be deprived of reasonable means of ingress and egress to his or her property by such closing; and

WHEREAS, it further appears that such closing would not be contrary to the public interest.

BE IT RESOLVED, that pursuant to the request of these property owners, the Board intends to close Woody Street (aka Joseph Street) and as shown by the legal descriptions submitted with this request and prepared by Jimmy F. Cain, Professional Land Surveyor.

BE IT FURTHER RESOLVED, that the Board calls for and shall hold a public hearing on the question of the closing this street September 15, 2014 at 6:45 p.m. in the Commissioners Meeting Room (Room 118), First Floor, Courthouse, 117 Dick Street, Fayetteville, North Carolina, and the Board shall hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual's property rights.

BE IT FURTHER RESOLVED, notice of this public hearing shall be given in accordance with G.S. 153A-241.

Adopted in regular meeting held August 4, 2014.

NORTH CAROLINA

COUNTY OF CUMBERLAND

PETITION REQUEST FOR CLOSING OF

Joseph Woody ROAD/STREET

We the undersigned, being property owners on 2346 Gillespie St.
Road/Street in Cumberland County, North Carolina do hereby request that the
Cumberland County Board of Commissioners close WOODY / Joseph
Road/Street.

Description of the closing

The closing of Tract 1
and 2 - see Attached

Name of Owner(s)

Amerco Real Estate Co.

Address of Owner(s)

2727 N Central Ave
PHOENIX, AZ 85004

Address of Property

2346 Gillespie St.
Fayetteville, NC

Contract Numbers

David Pollock 602 263 6502

PIN of Property

0436-01-5023

In witness whereof, Carlos Vizcarra, has hereunto set his/her hand
seal.

Carlos Vizcarra (SEAL)

_____ (SEAL)

_____ (SEAL)

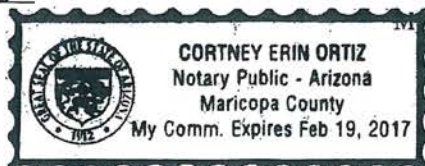
Arizona (STATE)
Maricopa COUNTY

I, Cortney Erin Ortiz of this county do hereby certify that Carlos Vizcarra,
grantor, personally appeared before me this day and acknowledged the
foregoing petition.

Witness my hand and official seal this 25 day of November 2013.

Cortney Erin Ortiz
Notary Public

Commission Expires 2/19/2017



NORTH CAROLINA

COUNTY OF CUMBERLAND

PETITION REQUEST FOR CLOSING OF
Joseph Woody ROAD/STREET

We the undersigned, being property owners on 2346 Gillespie St.
Road/Street in Cumberland County, North Carolina do hereby request that the
Cumberland County Board of Commissioners close WOODY / Joseph
Road/Street.

Description of the closing THE closing of Tract 1
and 2 - see Attached

Name of Owner(s) Amerco Real Estate Co.

Address of Owner(s) 2727 N Central Ave
PHOENIX, AZ 85004

Address of Property 2346 Gillespie St.
Fayetteville, NC

Contract Numbers DAVID Pollock 602 263 6502

PIN of Property 0436-01-5023

In witness whereof, Carlos Vizcarra, has hereunto set his/her hand
seal.

Carlos Vizcarra (SEAL)

_____(SEAL)

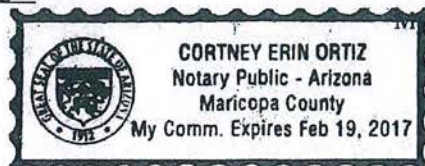
_____(SEAL)

Arizona (STATE)
Maricopa COUNTY

I, Cortney Erin Ortiz of this county do hereby certify that Carlos Vizcarra,
grantor, personally appeared before me this day and acknowledged the
foregoing petition.

Witness my hand and official seal this 25 day of November 2013.

Cortney Erin Ortiz
Notary Public



Commission Expires 2/19/2017

NORTH CAROLINA

COUNTY OF CUMBERLAND

PETITION REQUEST FOR CLOSING OF
Woody / Joseph ROAD/STREET

We the undersigned, being property owners on Woody / Joseph
Road/Street in Cumberland County, North Carolina do hereby request that the
Cumberland County Board of Commissioners close Woody / Joseph
Road/Street.

Description of the closing _____

Name of Owner(s) Amerco Real Estate

Address of Owner(s) 2727 N Central Ave
Phoenix, AZ 85001

Address of Property 2346 Gillaspie St
Fayetteville, NC 28306

Contact Numbers 336 908-3401

PIN of Property _____

In witness whereof, Jason K. Grider, has hereunto set his/her hand
seal.

[Signature] (SEAL)

_____ (SEAL)

N.C. (STATE)
Cumberland COUNTY

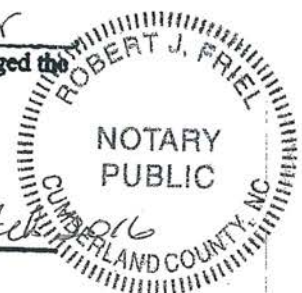
_____ (SEAL)

I, Robert J. Friel of this county do hereby certify that Jason Grider
foregoing petition, grantor, personally appeared before me this day and acknowledged the

Witness my hand and official seal this 15 day of oct, 20 13.

Robert J. Friel
Notary Public

My Commission Expires 13 Feb 2016



NORTH CAROLINA

COUNTY OF CUMBERLAND

PETITION REQUEST FOR CLOSING OF

Woody St Joseph ROAD/STREET

We the undersigned, being property owners on _____
Road/Street in Cumberland County, North Carolina do hereby request that the
Cumberland County Board of Commissioners close _____
Road/Street.

Description of the closing _____

Name of Owner(s) James Thompson Jr

Address of Owner(s) 2401 moody st Fay Wc 28306

Address of Property 2401 moody st Fay 28366

Contact Numbers 910-496-4810

PIN of Property _____

In witness whereof, James Thompson, has hereunto set his/her hand
seal.

James Thompson (SEAL) _____ (SEAL)

(Signature) (SEAL)

(STATE)
COUNTY

I, James Thompson of this county do hereby certify that James Thompson Jr.
Sandra T. McNeill, grantor, personally appeared before me this day and acknowledged the
foregoing petition.

Witness my hand and official seal this 10 day of May, 2013

Sandra T. McNeill
Notary Public

My Commission Expires July 5, 2015

NORTH CAROLINA

COUNTY OF CUMBERLAND

PETITION REQUEST FOR CLOSING OF
ROAD/STREET

We the undersigned, being property owners on Woody / Joseph Road
Road/Street in Cumberland County, North Carolina do hereby request that the
Cumberland County Board of Commissioners close _____
Road/Street.

Description of the closing _____

Name of Owner(s) Johnny Reece / Ella Reece

Address of Owner(s) 2405 Woody St.
Fayetteville NC 28306

Address of Property 2405 Woody St
Fayetteville NC 28306

Contract Numbers 910-261-1062

PIN of Property _____

In witness whereof, _____, has hereunto set his/her hand
seal.

Johnny Reece (SEAL)

Ella Reece (SEAL)

(SEAL)

North Carolina (STATE)
Cumberland COUNTY

I, Sandra McNeill, of this county do hereby certify that Johnny Reece and Ella Reece,
_____, grantor, personally appeared before me this day and acknowledged the
foregoing petition.

Witness my hand and official seal this 13 day of November 2013.

Sandra McNeill
Notary Public

My Commission Expires July 5, 2015

NORTH CAROLINA

COUNTY OF CUMBERLAND

PETITION REQUEST FOR CLOSING OF
ROAD/STREET

We the undersigned, being property owners on Lincoln / Joseph Road
Road/Street in Cumberland County, North Carolina do hereby request that the
Cumberland County Board of Commissioners close _____
Road/Street.

Description of the closing _____

Name of Owner(s) Johnny Reece

Address of Owner(s) 2405 Moody St 910-261-1062
FA9-NC-28306

Address of Property _____

Contact Numbers _____

PIN of Property _____

In witness whereof, Johnny Reece, has hereunto set his/her hand
seal.

Johnny Reece (SEAL) _____ (SEAL)

(STATE) _____ (SEAL)
COUNTY

I, Sandra McNeill of this county do hereby certify that Johnny Reece,
grantor, personally appeared before me this day and acknowledged the
foregoing petition.

Witness my hand and official seal this 10 day of May, 2013

Sandra McNeill
Notary Public

My Commission Expires July 5, 2015

NORTH CAROLINA

COUNTY OF CUMBERLAND

PETITION REQUEST FOR CLOSING OF
ROAD/STREET

We the undersigned, being property owners on _____
Road/Street in Cumberland County, North Carolina do hereby request that the
Cumberland County Board of Commissioners close Woody Joseph
Road/Street.

Description of the closing _____

Name of Owner(s) David Durden D&M Enterprises, LLC.

Address of Owner(s) 22082 Hwy 24/27
Cameron, NC 28326

Address of Property 2413 Woody St.
Fay, NC 28326

Contract Numbers 910-690-6198

PIN of Property _____

In witness whereof, _____, has hereunto set his/her hand
seal. D & M Enterprises LLC

David Durden (SEAL) _____ (SEAL)

North Carolina (STATE)
Cumberland COUNTY

I, Sandra T. McNeill, of this county do hereby certify that David Durden,
grantor, personally appeared before me this day and acknowledged the
foregoing petition.

Witness my hand and official seal this 5 day of July, 2013.

Sandra T. McNeill
Notary Public

My Commission Expires July 5, 2015

NORTH CAROLINA

COUNTY OF CUMBERLAND

PETITION REQUEST FOR CLOSING OF
Woody Joseph ROAD/STREET

We the undersigned, being property owners on _____
Road/Street in Cumberland County, North Carolina do hereby request that the
Cumberland County Board of Commissioners close _____
Road/Street.

Description of the closing _____

Name of Owner(s) X David Dorden

Address of Owner(s) 2413 22082 24127 Camden NC 28326

Address of Property 2413 Moody St
Fayetteville NC 28306

Contact Numbers 910 690 6198

PIN of Property _____

In witness whereof, David Dorden, has hereunto set his/her hand
seal.

David Dorden (SEAL) _____ (SEAL)
_____ (SEAL)

(STATE)
COUNTY

I, Sandra T. McNeill, of this county do hereby certify that David Dorden,
grantor, personally appeared before me this day and acknowledged the
foregoing petition.

Witness my hand and official seal this 23 day of September, 2013.

Sandra T. McNeill
Notary Public

My Commission Expires July 5, 2015

NORTH CAROLINA

COUNTY OF CUMBERLAND

PETITION REQUEST FOR CLOSING OF

Woody / Joseph ROAD/STREET

We the undersigned, being property owners on Woody / Joseph
Road/Street in Cumberland County, North Carolina do hereby request that the
Cumberland County Board of Commissioners close Woody / Joseph
Road/Street.

Description of the closing _____

Name of Owner(s) James S Thrash

Address of Owner(s) 2450 Joseph St

Address of Property 2450 Joseph

Contract Numbers _____

PIN of Property _____

In witness whereof, James S. Thrash, has hereunto set his/her hand
seal.

James S Thrash (SEAL) _____ (SEAL)
_____ (SEAL)

North Carolina (STATE)
Cumberland COUNTY

I, Diana L. Carberry of this county do hereby certify that James S. Thrash,
grantor, personally appeared before me this day and acknowledged the
foregoing petition.

Witness my hand and official seal this 5th day of February, 2014

Diana L. Carberry
Notary Public



My Commission Expires 2-6-2016

NORTH CAROLINA

COUNTY OF CUMBERLAND

PETITION REQUEST FOR CLOSING OF

Woody / Joseph ROAD/STREET

We the undersigned, being property owners on woody / Joseph
Road/Street in Cumberland County, North Carolina do hereby request that the
Cumberland County Board of Commissioners close Woody / Joseph
Road/Street.

Description of the closing _____

Name of Owner(s) James S Trash

Address of Owner(s) 2450 Joseph St 28306
Fayetteville N.C.

Address of Property _____

Contact Numbers 910-990-6324 / 910-723-1344

PIN of Property _____

In witness whereof, James Trash, has hereunto set his/her hand
seal.

James Trash (SEAL) _____ (SEAL)

North Carolina (STATE) _____ (SEAL)
Cumberland COUNTY

I, Sandra T. McFall, of this county do hereby certify that James E. Trash
foregoing petition. _____, grantor, personally appeared before me this day and acknowledged the

Witness my hand and official seal this 23 day of September 2013.

Sandra T. McFall
Notary Public

My Commission Expires July 5, 2015



Jimmy F. Cain

Professional Land Surveyor

6333 NC 242 South

Bladenboro, NC 28320

(910) 648-4509 Office

(910) 648-4389 Fax

jimmy@cainsurveying.com

LEGAL DESCRIPTION- Tract 1

CITY OF FAYETTEVILLE
CUMBERLAND COUNTY
NORTH CAROLINA

COMMENCING at an iron, point being the southwestern corner of the Amerco Real Estate Company property as found in deed Book 8970 Page 87 (Plat Book 58 Page 90) of the Cumberland County Registry and being a common corner in the line off the Annette Miller property as found in Deed Book 3665 Page 737 of said registry and running thence with the said Miller property SOUTH 74 degrees 42 minutes WEST 50.11 feet to the terminus of Charles Street (Plat Book 14 Page 33) thence crossing said right-of-way and running along the eastern boundary of lots 15-17, and lots 120-120 of the Carter Heights Subdivision as found in Plat Book 12 Page 5 and Plat Book 14 Page 33 of the Cumberland County Registry NORTH 12 degrees 54 minutes 23 seconds WEST 362.78 feet to the northeast corner of Lot #15 of the Carter Heights Subdivision, point being the POINT OF BEGINNING and being on the right-of-way of Joseph Street as shown on Plat Book 14 Page 33; thence continuing with the right-of-way of Joseph Street NORTH 12 degrees 55 minutes WEST 271.27 feet to the northeast corner of Lot #11 of the Carter Heights Subdivision, point being on the right-of-way of Joseph Street as shown on Plat Book 14 Page 33; thence running with the right-of-way of Joseph Street SOUTH 60 degrees 25 minutes EAST 39.96 feet to a point; thence NORTH 75 degrees 12 minutes 38 seconds EAST 20.55 feet to the northwest corner of the said Amerco property; thence running with the said Amerco property SOUTH 12 degrees 55 minutes East 290.76 feet to a point on the right-of-way; thence NORTH 60 degrees 25 minutes WEST 67.82 feet to the POINT and PLACE of BEGINNING. Containing 0.312 acres more or less.

Subject property being a part of the unopen portion of Woody Street (aka Joseph Street) as shown on Plat Book 14 Page 33 of the Cumberland County Registry.

Description prepared by: Jimmy F. Cain, PLS





Jimmy F. Cain

Professional Land Surveyor

6333 NC 242 South

Bladenboro, NC 28320

(910) 648-4509 Office

(910) 648-4389 Fax

jimmy@cainsurveying.com

LEGAL DESCRIPTION- Tract 2

CITY OF FAYETTEVILLE
CUMBERLAND COUNTY
NORTH CAROLINA

Commencing at an iron, point being the southwestern corner of the Amerco Real Estate Company property as found in deed Book 8970 Page 87 (Plat Book 58 Page 90) of the Cumberland County Registry and being a common corner in the line off the Annette Miller property as found in Deed Book 3665 Page 737 of said registry and running thence with the said Amerco property NORTH 12 degrees 55 minutes WEST 50.0 feet more or less to the POINT OF BEGINNING and running thence SOUTH 74 degrees 42 minutes WEST 50.04 feet to the terminus of Joseph Street (Plat Book 14 Page 33) thence running along the eastern boundary of lots 15-17, and lots 120-120 of the Carter Heights Subdivision as found in Plat Book 12 Page 5 and Plat Book 14 Page 33 of the Cumberland County Registry NORTH 12 degrees 54 minutes 23 seconds WEST 312.73 feet to the northeast corner of Lot #15 of the Carter Heights Subdivision, point being on the right-of-way of Joseph Street as shown on Plat Book 14 Page 33; thence crossing the right-of-way of Joseph Street SOUTH 60 degrees 25 minutes EAST 67.82 feet to a point; thence running with the said Amerco property SOUTH 12 degrees 55 minutes East 264.83 feet to the POINT and PLACE of BEGINNING.

Subject property being a part of the unopen portion of Woody Street (aka Joseph Street) as shown on Plat Book 14 Page 33 of the Cumberland County Registry.

Description prepared by: Jimmy F. Cain, PLS



- TRACT 1
- TRACT 2
- LOT TWO BE NON-COMFORMING (LAND-LOCKED)

PROPERTIES TO BE RECOMBINED WITH THE STREET RIGHT-OF-WAY IF CLOSED



AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

MELISSA C. CARDINALI
Assistant County Manager

ITEM NO. 24

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 4, 2014

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: JULY 29, 2014

**SUBJECT: APPROVAL OF PROPOSED ADDITIONS TO THE
STATE SECONDARY ROAD SYSTEM**

BACKGROUND

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

The Village at Rockfish Subdivision: Summer Cove Drive, Dunkirk Court

DOT has determined that the above streets are eligible for addition to the state system.

RECOMMENDATION / PROPOSED ACTION

NCDOT recommends that the above named streets be added to the State Secondary Road System. County Management concurs.

Approve the above listed streets for addition to the State Secondary Road System.

/ct

Attachments



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

July 10, 2014

Division Six - District Two
Cumberland County

Mr. Jimmy Keefe, Chairman
Cumberland County Board of Commissioners
Post Office Box 1829
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

Dear Mr. Keefe,

This is in reference to a petition submitted to this office requesting street(s) in Cumberland County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State System.

The Village at Rockfish Subdivision

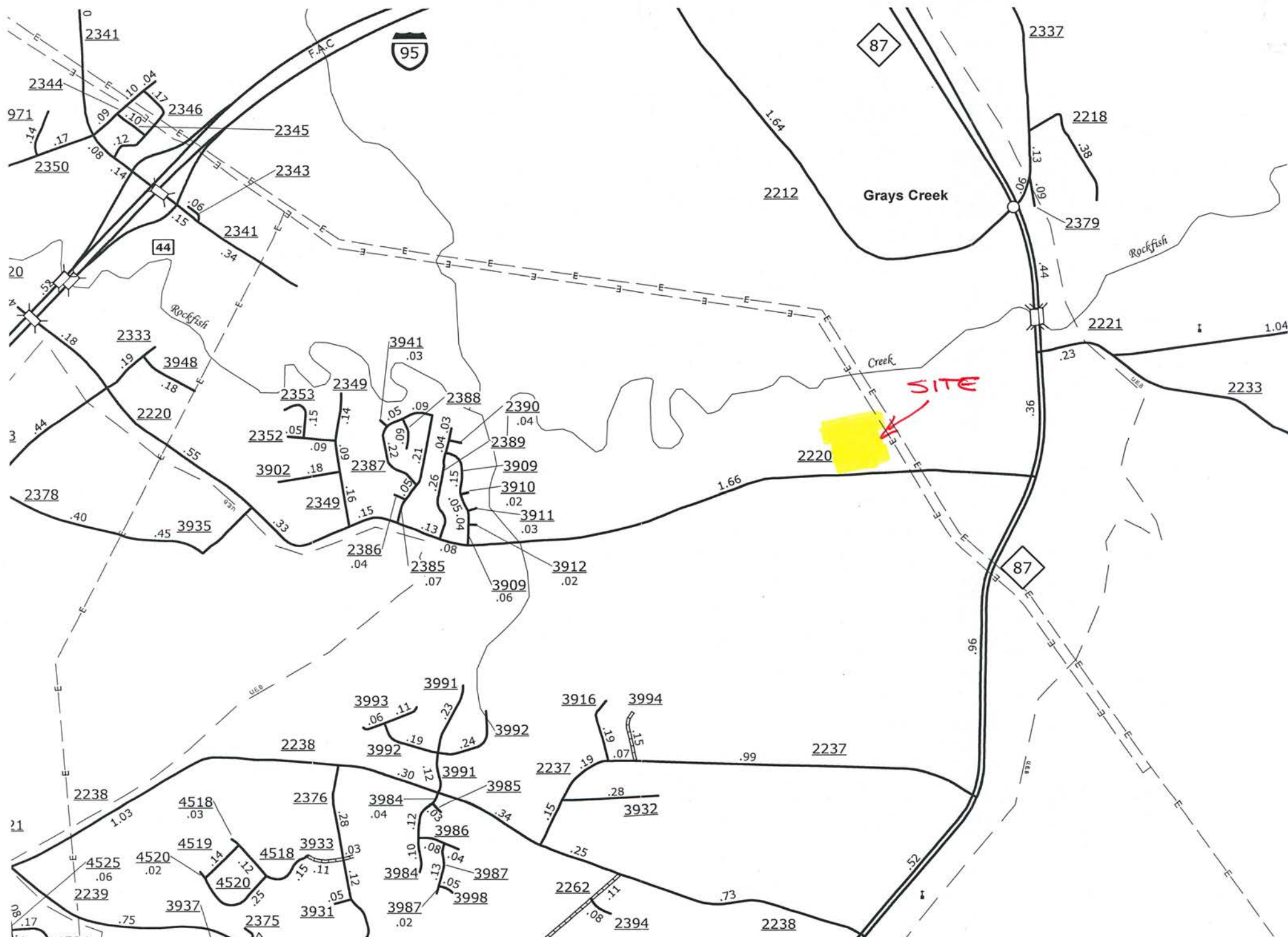
- Summer Cove Drive
- Dunkirk Court

It is our recommendation that the above named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Plummer".

David Plummer
Engineering Technician



AMY H. CANNON
County Manager

JAMES E. LAWSON
Deputy County Manager



MELISSA C. CARDINALI
Assistant County Manager

CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ITEM NO. 214

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 4, 2014

TO: BOARD OF COUNTY COMMISSIONERS
FROM: JAMES LAWSON, DEPUTY COUNTY MANAGER *jl*
DATE: July 30, 2014
SUBJECT: REPORT ON THE DISPOSAL OF SURPLUS PROPERTY PURSUANT TO
N.C.G.S.160A-226(a)

BACKGROUND

On June 15, 1998, the Board adopted a resolution founded in the statutes allowing disposal of County "personal property, worth less than \$5000 per item or group of similar items, which have become obsolete, unusable, economically unrepairable, or otherwise surplus to the needs of the county".

The resolution stipulated further that County Management shall render semi-annual reports to the Board of County Commissioners summarizing disposals between the preceding July 1 and December 31st". Accordingly, attached herewith is that report.

RECOMMENDATION

That the Board accept and approve the report on the disposal of surplus County property.

PROPOSED ACTION

That the Board adopts the attached report and that the report be duly recorded in the official minutes.

/do

Attachments:

REPORT ON THE DISPOSAL OF SURPLUS COUNTY PROPERTY

January 1, 2014 - June 30, 2014

ITEM NO.	DATE RECEIVED	DESCRIPTION OF PROPERTY	QTY	RENDERING DEPARTMENT	METHOD OF DISPOSAL	LANDFILL LOCATION
1	2/5/2014	CHAIRS	2	REGISTER OF DEEDS	LANDFILL	ANN STREET
2	3/4/2014	PRINTER	1	SHERIFFS DEPARTMENT	LANDFILL	ANN STREET
3	3/4/2014	FURNITURE	MISC	MENTAL HEALTH	LANDFILL	ANN STREET
4	3/4/2014	DESKS	2	INFORMATION SERVICES	LANDFILL	ANN STREET
5	3/4/2014	BOOKSHELF	1	INFORMATION SERVICES	LANDFILL	ANN STREET
6	3/4/2014	BOOK SPINNERS, SHELVES, FRAMES	MISC	PUBLIC LIBRARY	LANDFILL	ANN STREET
7	3/4/2014	COMPUTERS	12	MENTAL HEALTH	LANDFILL	ANN STREET
8	3/4/2014	MONITORS	7	MENYAL HEALTH	LANDFILL	ANN STREET
9	3/4/2014	PRINTERS	16	MENTAL HEALTH	LANDFILL	ANN STREET
10	4/2/2014	FILING CABINETS	5	PUBLIC DEFENDER	LANDFILL	ANN STREET
11	4/2/2014	DESKS	3	ANIMAL CONTROL	LANDFILL	ANN STREET
12	5/2/2014	COUNTERS	MISC	CLERK OF COURT	LANDFILL	ANN STREET
13	5/2/2014	CABINETS	MISC	CLERK OF COURT	LANDFILL	ANN STREET
14	5/30/2014	DESKS	2	COMMUNICATIONS CENTER	LANDFILL	ANN STREET
15	5/30/2014	TABLE	1	DISTRICT ATTORNEY	LANDFILL	ANN STREET
16	5/30/2014	CHAIR	1	DISTRICT ATTORNEY	LANDFILL	ANN STREET
17	5/30/2014	EXCESS FURNITURE	MISC	MENTAL HEALTH	LANDFILL	ANN STREET
18	5/30/2014	SURPLUS EQUIPMENT	MISC	DSS	LANDFILL	ANN STREET
19	6/16/2014	TV'S	2	ADMINISTRATION	LANDFILL	ANN STREET
20	6/30/2014	PLOTTER	1	TAX ADMINISTRATION	LANDFILL	ANN STREET
21	6/30/2014	FILE CABINETS	9	HEALTH DEPARTMENT	LANDFILL	ANN STREET
22	6/30/2014	STOOLS	2	HEALTH DEPARTMENT	LANDFILL	ANN STREET
		JAMES LAWSON, DEPUTY COUNTY MANAGER		DATE		

Budget Office Use	
Budget Revision No.	B15-004
Date Received	7/21/2014
Date Completed	

ITEM NO. 2N(1)-b

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
1225	Interest Penalties Food and Occupancy	30,000	60,000	90,000
2602	Room Occupancy Tax - Tourism	4,940,477	80,000	5,020,477
2605	Room Occupancy Tax - All Prior	29,523	60,000	89,523
			200,000	5,110,000

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
349R	557	TDA- FACVB	2,231,000	60,000	2,291,000
349S	557	TDA - Arts Council	1,212,500	40,000	1,252,500
350H	557	TDA - Civic Center	1,212,500	40,000	1,252,500
349T	557	TDA Discretionary	194,000	60,000	254,000
Total			4,850,000	200,000	5,050,000

Funding Source:
State: _____
Other: _____

Fund Balance:
County: _____
New: _____
Prior Year: _____

Fees: 200,000

Other: _____

Reviewed By: _____ Date: _____
Assistant County Manager

**Board of County
Commissioners**

Budget Office Use	
Budget Revision No.	B15-002
Date Received	7-11-14
Date Completed	

Organization Name: Federal Forfeiture-Justice

ITEM NO. 2N(2)

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriation	174,560	25,000	199,560
	Total	174,560	25,000	199,560

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2994	367	Misc Furn/Equip	0	15,000	15,000
2992	367	Department Supplies	0	5,000	5,000
3433	367	Maintenance & Repair of Equipment	0	5,000	5,000
					-
		Total	0	25,000	25,000

State: _____ Federal: 25,000 County: _____ New: _____ Other: _____
Other: _____ Fees: _____ Prior Year: _____

Submitted By: Ean R Butler 7-11-14
Sheriff Date

Reviewed By: Deborah W Shaw 7-11-14
me Budget Analyst Date

Reviewed By: _____
Deputy/Assistant County Mgr Date

Reviewed By: _____
Information Services Date

Edition of Dec 2003

Budget Office Use	
Budget Revision No.	B15-005
Date Received	7/22/14
Date Completed	

ITEM NO. 2N(3)

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
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Total	0	40,678.00
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Object Code	Appr	Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
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Funding Source: State: _____ Federal: _____ County: _____ New: _____ Other: _____
Other: 40,678 Fees: _____ Prior Year: _____

Date _____

**Board of County
Commissioners**

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B15-006
Date Received	7/25/2014
Date Completed	

Fund No. 101 Agency No. 431 Organ. No. 4312
 Organization Name: Health - School Health

ITEM NO. 2N(4)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4115	School Health Initiative	189,406	100,007	289,413

100,007 -

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3360	158	Other services	0	100,007	100,007

Total 0 100,007 100,007

Justification:

Revision in the amount of \$100,007 to budget anticipated additional revenues from the state to contract for a Community Liaison to work in the school system to educate students on prevention and control of diabetes, heart disease, obesity and associated risk factors and promote school health.

Funding Source:

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

Submitted By: _____ Date: _____

Department Head

Reviewed By: Kelly Aubrey Date: 7.25.14

Finance

Reviewed By: Guillermo Cardinale Date: 7.25.14

Finance Director

Reviewed By: _____ Date: _____

Assistant County Manager

Approved By:

County Manager

Board of County Commissioners

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B15-007
Date Received	7/23/2014
Date Completed	

Fund No. 101 Agency No. 410 Organ. No. 4120
 Organization Name: Information Services

ITEM NO. 2N(5)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	10,913,917	175,000	11,088,917

175,000 -

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
299C	027	Financial Software	0	175,000	175,000

Total 0 175,000 175,000

Justification:

Revision in the amount of \$175,000 to appropriate fund balance from the software reserve to cover expenses in researching and obtaining new financial software for the County.

Funding Source: State: _____ Federal: _____ **Fund Balance:** County: _____ New: 175,000 Other: _____
 Other: _____ Fees: _____ Prior Year: _____

Submitted By: _____ Date: _____
 Department Head

Reviewed By: Kelly Aubrey Date: 7.23.14
 Finance

Reviewed By: Julian Blardinali Date: 7.25.14
 Finance Director

Reviewed By: _____ Date: _____
 Assistant County Manager

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

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B15-012
Date Received	7/25/2014
Date Completed	

Fund No. 473 Agency No. 429 Organ. No. 4264
 Organization Name: Bonnie Doone Fire District

ITEM NO. 2N(8)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	0	4,410	4,410

Total	0	4,410	4,410
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EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
5552	470	Fire Protection Contract	2,984	4,410	7,394

Total	2,984	4,410	7,394
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Justification:

Revision in the amount of \$4,410 to payout additional revenues earned in prior fiscal year.

Funding Source:

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

Fund Balance:

Submitted By: _____ Date: _____

Department Head

Reviewed By: Kelly Autry Date: 7-25-14

Finance

Reviewed By: Nelson Cardinali Date: 7-25-14

Finance Director

Reviewed By: _____ Date: _____

Assistant County Manager

Approved By:

County Manager

Board of County Commissioners

Date: _____

Date: _____

Budget Office Use	
Budget Revision No.	B15-017
Date Received	7/25/2014
Date Completed	

ITEM NO. 2N(13)

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
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Total	0	324	324
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Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
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Total	140,709	324	141,033
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Funding Source: State: _____ Federal: _____ County: _____ New: _____ Other: _____
Other: _____ Fees: _____ Prior Year: _____

Commissioners Date:

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use

Budget Revision No. B15-018
Date Received 7/25/2014
Date Completed _____

Fund No. 495 Agency No. 429 Organ. No. 4290
Organization Name: Stoney Point Fire District

ITEM NO. 2N(14)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	0	5,527	5,527

Total 0 5,527 5,527

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
5552	482	Fire Protection Contract	892,679	5,527	898,206

Total 892,679 5,527 898,206

Justification:

Revision in the amount of \$5,527 to payout additional revenues earned in prior fiscal year.

Funding Source:

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

Fund Balance:

Submitted By: _____ Date: _____

Department Head

Reviewed By: Kelly Cutry Date: 7.25.14

Finance

Reviewed By: Guiana Blandinari Date: 7.25.14

Finance Director

Reviewed By: _____ Date: _____

Assistant County Manager

Approved By:

County Manager

Board of County
Commissioners

Date: _____

Date: _____

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use

Budget Revision No. B15-019
Date Received 7/25/2014
Date Completed _____

Fund No. 496 Agency No. 429 Organ. No. 4292
Organization Name: Vander Fire District

ITEM NO. 2N(15)

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	0	1,785	1,785

Total 0 1,785 1,785

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
5552	483	Fire Protection Contract	876,666	1,785	878,451

Total 876,666 1,785 878,451

Justification:

Revision in the amount of \$1,785 to payout additional revenues earned in prior fiscal year.

Funding Source:

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

Fund Balance:

Submitted By: _____ Date: _____

Department Head

Reviewed By: Kelly Cutry Date: 7-25-14

Finance

Reviewed By: Theresa D'Amico Date: 7-25-14

Finance Director

Reviewed By: _____ Date: _____

Assistant County Manager

Approved By:

County Manager

Board of County
Commissioners

Date: _____

Date: _____

Budget Office Use	
Budget Revision No.	B15-020
Date Received	7/25/14
Date Completed	

ITEM NO. 2 N(16)a

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4402	NC Library Program Grants		31,880	31,880
	Total	0	31,880	31,880

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
4402	273	LSTA EZ Planning Grant		31,880	31,880
Total			0	31,880	31,880

Funding Source: State: 31,880 Federal: _____ County: _____ New: _____ Other: _____
Other: _____ Fees: _____ Prior Year: _____

Date:

revised 7-1-14

COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST

Budget Office Use	
Budget Revision No.	B15-001
Date Received	7/25/14
Date Completed	

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

Organization Name: Library Grants

ITEM NO. 2 N(6) b

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4666	Library Grants		790	790
Total		0	790	790

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3419	271	Chapin Foundation Trust Grant		790	790
Total			0	790	790

Justification:

The Library has been awarded an unrestricted grant from the Distribution Committee for the Chapin Foundation Trust of Sanford, NC, UA in the amount of \$790.00. These funds will be used to enhance the Youth Services Department.

Funding Source:

State: _____ Federal: _____ County: _____ New: _____ Other: _____
Other: 790 Fees: _____ Prior Year: _____

Fund Balance:

Submitted By: Jody Procher
Department Head

Date: 7/23/14

Reviewed By: Kelly Autry
Finance

Date: 7.25.14

Reviewed By: Guinn Cardinali
Finance Director

Date: 7.25.14

Reviewed By: _____
Assistant County Manager

Date: _____

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

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B15-022</u>
Date Received	<u>7/25/14</u>
Date Completed	

Fund No. 101 Agency No. 440 Organ. No. 4408
 Organization Name: Library Grants

ITEM NO. 2 N(16)c

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4666	Library Grants	790	3,890	4,680
Total		790	3,890	4,680

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3390	271	Contracted Services (Storytelling Festival Grant)		3,890	3,890
Total			0	3,890	3,890

Justification:

The Library has been awarded a Storytelling Festival Grant from the Arts Council in the amount of \$3,890. This grant will be used to pay for the performers and their mileage reimbursements.

Funding Source: State: _____ Federal: _____ Fund Balance: County: _____ New: _____ Other: _____
 Other: 3,890 Fees: _____ Prior Year: _____

Submitted By: <u>John Pisache</u> Department Head	Date: <u>7/23/14</u>	Approved By: _____ _____ County Manager _____ Board of County Commissioners _____ Date: _____
Reviewed By: <u>Kelly Outrey</u> Finance	Date: <u>7.25.14</u>	
Reviewed By: <u>Devin Dandini</u> Finance Director	Date: <u>7.25.14</u>	
Reviewed By: _____ Assistant County Manager	Date: _____	

**COUNTY OF CUMBERLAND
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B15-023</u>
Date Received	<u>7.25.14</u>
Date Completed	

Fund No. 101 Agency No. 440 Organ. No. 4408
 Organization Name: Library Grants - E-rate

ITEM NO. 2 N(16)d

REVENUE

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated		32,640	
Total		0	32,640	-

EXPENDITURES

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
349A	271	E-rate Funds		32,640	32,640
Total			0	32,640	32,640

Justification:

Budget Revision in the amount of \$32,640.00 to recognize an E-rate check received from PWC (Public Works Commission). This E-rate check was actually received and deposited in FY14, but a revision was never completed.

Funding Source: State: _____ Federal: _____ Fund Balance: _____ County: _____ New: _____ Other: _____
 Other: 32,640 Fees: _____ Prior Year: _____

Submitted By: <u>Jody Pisarch</u> Department Head	Date: <u>7/24/14</u>	Approved By: County Manager Board of County Commissioners Date: _____
Reviewed By: <u>Kelly Chetry</u> Finance	Date: <u>7.25.14</u>	
Reviewed By: <u>Nelson Blardine</u> Finance Director	Date: <u>7.25.14</u>	
Reviewed By: _____ Assistant County Manager	Date: _____	

AMY H. CANNON
County Manager

MELISSA C. CARDINALI
Assistant County Manager

JAMES E. LAWSON
Deputy County Manager



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ITEM NO. 3

OFFICE OF THE COUNTY MANAGER

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MELISSA C. CARDINALI, ASSISTANT COUNTY MANAGER
nee

DATE: JULY 28, 2014

SUBJECT: REIMBURSEMENT RESOLUTION FOR PURCHASE OF
BUILDING FOR FTCC

In April 2014 Fayetteville Technical Community College approached the County regarding the purchase of a building for an expanded curriculum to begin in the fall of 2014. The request was for a total of \$3,000,000 to be used to purchase the building and configure the building for the curriculum. The purchase was finalized in June in the amount of \$2,832,464.90 leaving a balance of \$167,535.10 for improvements.

The County agreed to temporarily use fund balance for this purchase until an installment purchase loan could be obtained. The County will then use the borrowed funds to reimburse itself for the fund balance used in this transaction.

The first step in this process is for the board of county commissioners to approve the attached reimbursement resolution. The resolution basically states that the project is not expected to exceed \$3,000,000 and the County will reimburse itself from borrowed funds. As of today, the goal is to take an application to the Local Government Commission for their consideration and approval at their meeting October 7, 2014.

BOARD OF COMMISSIONERS
OF CUMBERLAND COUNTY

Excerpt of Minutes
of Meeting on
August 4, 2014

Present: Chairman _____ presiding, and

Commissioners: _____

Absent: _____

* * * * *

The following resolution was discussed and its title was read:

RESOLUTION OF OFFICIAL INTENT TO PURSUE
FINANCING AND TO REIMBURSE EXPENDITURES WITH
PROCEEDS OF A BORROWING

WHEREAS, the Board of Commissioners of Cumberland County, North Carolina (the "County") intends to finance a portion of the cost of acquisition and upfitting of a building for Fayetteville Technical Community College (the "Project");

WHEREAS, the County may advance its own funds to pay expenditures related to the Project, may borrow funds on a short term taxable or tax exempt basis in order to pay such expenditures or may enter into contracts obligating third parties to make certain expenditures relating to the Project (the "Expenditures") prior to incurring indebtedness and to receive reimbursement for such Expenditures from proceeds of tax-exempt obligations, qualified energy conservations, or taxable debt, or other financings;

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CUMBERLAND COUNTY, NORTH CAROLINA:

1. The County intends to utilize the proceeds of tax-exempt or tax advantaged exempt indebtedness, including but not limited to installment finance agreements and limited obligation bonds (collectively, the "Indebtedness") or to incur other debt, to pay the costs of the Project in an amount not currently expected to exceed \$3,000,000.

2. The County intends that the proceeds of the Indebtedness be used to reimburse the County for Expenditures with respect to the Project made on or after the date that is no more than 60 days prior to the date of this resolution. The County reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Indebtedness or other debt.

3. The County intends that the adoption of this resolution confirms its "official intent" within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

4. This resolution shall take effect immediately upon its passage.

Commissioner _____ moved the passage of the foregoing resolution, Commissioner _____ seconded the motion, and the resolution was passed by the following vote:

Ayes: _____

Nays: _____

Not Voting: _____

I, Candice White, Clerk to the Board of Commissioners for Cumberland County, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Board of Commissioners for the County at a regular meeting duly called and held August 4, 2014, as it relates in any way to the resolution hereinabove set forth and that such proceedings are recorded in Minute Book _____ of the minutes of the County. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Board of Commissioners for the County is on file in my office.

WITNESS my hand and the common seal of the County, this 4th day of August, 2014.

Clerk to the Board of Commissioners
Cumberland County, North Carolina

(SEAL)

JEANNETTE M. COUNCIL
Chairman

KENNETH S. EDGE
Vice Chairman

CHARLES E. EVANS
W. MARSHALL FAIRCLOTH
JIMMY KEEFE
BILLY R. KING
EDWARD G. MELVIN



CUMBERLAND
COUNTY
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

ITEM NO. 4

MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF AUGUST 4, 2014

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD *Ch*

DATE: JULY 25, 2014

SUBJECT: DESIGNATION OF VOTING DELEGATE TO NCACC CONFERENCE

BACKGROUND:

Article VI, Section of the NCACC Constitution provides: "On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which had paid the current year's dues."

Although the deadline for return of the voting delegate form is August 1st, the NCACC will accept the form today following the Board's designation of Cumberland County's voting delegate.

RECOMMENDATION/PROPOSED ACTION:

Appoint a voting delegate to the 2014 NCACC Annual Conference to be held August 14-17, 2014 in Buncombe County, North Carolina.

Attachment



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 107th Annual Conference of the North Carolina Association of County Commissioners to be held in Buncombe County, N.C., on August 14-17, 2014.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Sheila Sammons by: **Friday, August 1, 2014:**

NCACC
215 N. Dawson St.
Raleigh, NC 27603
Fax: (919) 719-1172
sheila.sammons@ncacc.org
(p) (919) 715-4365

JEANNETTE M. COUNCIL
Chairman

KENNETH S. EDGE
Vice Chairman

CHARLES E. EVANS
W. MARSHALL FAIRCLOTH
JIMMY KEEFE
BILLY R. KING
EDWARD G. MELVIN



CUMBERLAND
★ COUNTY ★
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

ITEM NO. 5

MEMORANDUM FOR BOARD OF COMMISSIONERS'
AGENDA OF AUGUST 4, 2014

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: JULY 25, 2014

SUBJECT: CUMBERLAND COUNTY'S APPOINTMENT TO THE SOUTHEASTERN PARTNERSHIP, INC. / NORTH CAROLINA'S SOUTHEAST BOARD OF DIRECTORS

BACKGROUND:

The Southeastern Partnership, Inc. / North Carolina's Southeast is requesting Cumberland County's appointment to its Board of Directors. The Board of Directors represents every county in the Southeast Region and provides guidance and oversight to the organization. The Southeastern Partnership, Inc. board is made up of private sector investors with an interest in promoting economic development.

An orientation session is scheduled for Tuesday, August 26 to provide an overview of the partnership, the Board of Directors, its mission, strategic plan, leadership, performance metrics and other details. The first Board of Director's meeting for county appointees is scheduled for Tuesday, September 16. Cumberland County's appointee will join the 24 private sector board members that have been meeting since 2013 to implement the partnership's transition.

Commissioner Ed Melvin expressed interest in being Cumberland County's appointee to the Board of Directors.

RECOMMENDATION/PROPOSED ACTION:

Nominate and appoint Commissioner Ed Melvin as Cumberland County's appointee to the Southeastern Partnership, Inc. / North Carolina's Southeast Board of Directors.

JEANNETTE M. COUNCIL
Chairman

KENNETH S. EDGE
Vice Chairman

CHARLES E. EVANS
MARSHALL FAIRCLOTH
JIMMY KEEFE
BILLY R. KING
EDWARD G. MELVIN



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

ITEM NO. 6A

June 18, 2014

August 4, 2014 Agenda Item

TO: Board of Commissioners

FROM: Kellie Beam, Deputy Clerk to the Board **KB**

SUBJECT: Board of Health

BACKGROUND: The Board of Health has the following one (1) vacancy for an unexpired term:

Engineer:

Dale Price – Resigned. Recommendation of the Board of Health is for **David Greyshock** to fill the unexpired term. (See attached.)

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

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

Attachments

pc: Buck Wilson, Public Health Director

Board of Health

The Board of Health is the policy-making, rule-making and adjudicatory body for the Cumberland County Health department. The Board has the responsibility to protect and promote the public health and has authority to adopt rules necessary for that purpose.

Statutory Authorization: NCGS 130A-35

Member Specifications:

11 Members with Specific Categories:

- Veterinarian (1)
- Physician (1)
- Dentist (1)
- Registered Nurse (1)
- Optometrist (1)
- Pharmacist (1)
- Engineer (1)
- General Public (3)
- County Commissioner (1)

Term: 3 Years

Compensation: None

Duties:

- Protect and promote the public health;
- Adopt rules necessary to promote and protect public health (includes environmental health issues);
- Impose fees for services, except where prohibited by statute or where an employee of the Health Department is performing the services as an agent of the state;
- After consultation with the Board of County Commissioners; may appoint a local health director.

Meetings: Third Tuesday of each month at 6:00 PM. July and September meetings take place only if desired.

Meeting Location: Cumberland County Health Department Board Room 1235 Ramsey Street Fayetteville, NC



CUMBERLAND
COUNTY
NORTH CAROLINA

DEPARTMENT OF PUBLIC HEALTH

MEMORANDUM FOR BOARD OF COMMISSIONERS CONSENT AGENDA
FOR AUGUST 4, 2014

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BOARD OF HEALTH

DATE: JUNE 18, 2014

SUBJECT: RECOMMENDATION FOR APPOINTMENT: DAVID GREYSHOCK AS PROFESSIONAL ENGINEER TO THE BOARD OF HEALTH

BACKGROUND:

The Board of Health recommends David Greyshock for the vacant Professional Engineer position on the Board of Health. This position was vacated by Dale Price on April 21, 2014. Mr. Greyshock has expressed interest to serve on the Board of Health.

RECOMMENDATION/PROPOSED ACTION:

Appoint David Greyshock to the vacant Professional Engineer position on the Board of Health. Your favorable consideration of this request is greatly appreciated.

/tlb

BOARD OF HEALTH

3 Year Term

(All terms expire on December 31st per NCGS § 130A-35)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Veterinarian</u>				
Dr. Heather Burkhardt (W/F) 5226 Lacross Point Parkton, NC 28371 (served an unexpired term; eligible for one additional three-year term) 910-489-2336	12/12	1 st full term	Dec/15 12/31/15	Yes
<u>Physician</u>				
Dr. Sanjay Shah 308 Forest Creek Drive Fayetteville, NC 28303 864-4080 / 987-2571	12/11	1st	Dec/14 12/31/14	Yes
<u>Dentist</u>				
Dr. Oliver L. Hodge Jr. (B/M) 537 Old Farm Rd Fayetteville, NC 28314 487-0886/483-0409	12/12	1st	Dec/15 12/31/15	Yes
<u>Registered Nurse</u>				
Pamela Pollock, RN 1321 General Lee Avenue Fayetteville, NC 28305 481-9968 / 907-9091	12/12	2nd	Dec/15 12/31/15	No
<u>Optometrist</u>				
Dr. William Philbrick (W/M) 321 Springbrook Place Fayetteville, NC 28305 485-4580/484-6178	12/13	1st	Dec/16 12/31/16	Yes
<u>Pharmacist</u>				
Tom Nicholson (W/M) 274 Saint Johns Wood Fayetteville, NC 28303 485-1059/609-6839	12/11	2nd	Dec/14 12/31/14	No
<u>Engineer</u>				
VACANT (Vacated by D. Price)	12/13	1st	Dec/16 12/31/16	Yes

(All terms expire on December 31st per NCGS § 130A-35)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Cumberland County Commissioner</u>				
Billy R. King PO Box 1829 Fayetteville, NC 28302 822-6676 (W)/ 822-0892 (H)	1/12	1 st	Dec/14 12/31/14	Yes
<u>General Public Reps.</u>				
Barbara Stelly (B/F) 3219 Broadview Drive Fayetteville, NC 28301 488-9590 (H) / 488-3098 (W)	12/11	1st	Dec/14 12/31/14	Yes
Christopher Frank (W/M) 2506 Torcross Drive Fayetteville, NC 28304 339-4851/485-4108 (W)	12/12	2nd	Dec/15 12/31/15	No
Dr. Vikki Andrews (B/F) 2913 Beringer Drive Fayetteville, NC 28306 910-964-5828	11/12	1st	Dec/15 12/31/15	Yes

Contact: Buck Wilson, Health Director
Trisha Barfield, Administrative Assistant
Phone: 433-3705
Fax: 433-3659

Meetings: 3rd Tuesday of the month - 6:00 PM - Board Room, Health Department, 1235 Ramsey Street
(July and September meetings take place only if desired).

**APPLICANTS FOR
BOARD OF HEALTH**

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
COUNCIL, SONJA (-/F) 2214 PUFFIN PLACE FAYETTEVILLE, NC 28306 864-1651 (H) / 615-6139 (W) **SERVES ON NURSING HOME ADVISORY 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	NURSE CAPE FEAR VALLEY	ATTENDING METHODIST UNIV
FLEISHMAN, SAM (W/M) 311 SUMMERTIME RD FAYETTEVILLE, NC 28303 483-4260 / 615-3213 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	PHYSICIAN CAPE FEAR VALLEY	MEDICAL DOCTOR ECU SCHOOL OF MEDICINE
GREYSHOCK, DAVID (-/M) 3191 BRADY ROAD FAYETTEVILLE, NC 28306 717-215-6304 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	ENGINEER CATERPILLAR	BS-MECHANICAL ENGINEERING MBA
LUCAS, DENSIE D. (B/F) 106 CARMICHAEL LANE SPRING LAKE, NC 28390 497-1227 (H) / 672-1210 (W) **SERVES ON THE CHILD HOMICIDE IDENTIFICATION & PREVENTION COUNCIL** 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: NC Public Manager's Program	FSU INSTRUCTOR	BA-SOCIOLOGY MASTERS - SOCIAL WORK
MORTON, DINEEN (B/F) 5835 PETTIGREW DRIVE FAYETTEVILLE, NC 28314 778-9107/258-1098 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	HEALTHCARE VP OF BUSINESS DEVELOPMENT	BS-SOCIOLOGY

APPLICANTS FOR
BOARD OF HEALTH PAGE 2

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
MURRAY, WILLIAM (B/M) 530 GRAND WAILEA DR #913 HOPE MILLS NC 28348 633-0733/862-5292 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	FOOD SAFETY MANAGER SMITHFIELD	BS-CHEMISTRY

JEANNETTE M. COUNCIL
Chairman

KENNETH S. EDGE
Vice Chairman

CHARLES E. EVANS
MARSHALL FAIRCLOTH
JIMMY KEEFE
BILLY R. KING
EDWARD G. MELVIN



CUMBERLAND
★ COUNTY ★
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

ITEM NO. 6B

July 24, 2014

August 4, 2014 Agenda Item

TO: Board of Commissioners
FROM: Kellie Beam, Deputy Clerk to the Board *KB*
SUBJECT: Mid-Carolina Aging Advisory Committee

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

Volunteers:

Mary Beth Hicks – Resigned. Recommendation of the Mid-Carolina Aging Advisory Committee is for **Willie McKoy Jr.** (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.

pc: Glenda Dye
Mid-Carolina Area Agency on Aging

Mid-Carolina Aging Advisory Committee

The Mid-Carolina Aging Advisory Committee assists the Area Agency on Aging in the development and administration of the area plan.

Statutory Authorization: NCGS 143B

Member Specifications:

7 Members with Specific Categories:

- Volunteers (3)
- Consumers (2)
- Elected Official (1)
- Veterans Hospital Representative (1)

Term: 3 Years

Compensation: None

Duties:

- Assist with public hearings held relative to aging issues;
- Represents the interests of older persons;
- Reviews and comments on policy, programs, and actions which affect older adults;
- Reviews and comments on the area plan and/or plan amendments as submitted by the Area Agency on Aging to the North Carolina Division of Aging for approval.

Meetings: First Tuesday of the third month of each quarter at 2:00 PM. Length of meetings varies.

Meeting Location: Various locations in the three county region (Cumberland, Harnett and Sampson counties)

Kellie Beam

From: Glenda Dye [gdye@mccog.org]
Sent: Friday, July 18, 2014 2:23 PM
To: Kellie Beam
Subject: Mid-Carolina AAC Nominee

Categories: Red Category

The Mid-Carolina Aging Advisory Council would like to recommend and nominate Mr. Willie McKoy to serve on the Council in a Volunteer position.

Willie McKoy Jr.
1632 Greenock Avenue
Fayetteville NC 28304
273-2976/432-5571

Glenda Dye

Director, Area Agency on Aging
Mid-Carolina Council of Governments
130 Gillespie Street, PO Drawer 1510
Fayetteville, NC 28302
Phone 910-323-4191 Ext. 22
Fax 910-323-9330
gdye@mccog.org

AGING WELL *through advocacy and purpose.*



This email is free from viruses and malware because avast! Antivirus protection is active.

MID-CAROLINA AGING ADVISORY COMMITTEE
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Volunteers</u>				
Edna A. Cogdell 734 Ashburton Drive Fayetteville, NC 28301 488-4582	8/13	2nd	Aug/16 8/31/16	No
VACANT (vacated by M. Hicks)	8/11	1 st	Aug/14 8/31/14	Yes
Rebecca Campbell 7027 Darnell Street Fayetteville, NC 27314 487-1555 (H)	8/13	2nd	Aug/16 8/31/16	No
<u>Consumers</u>				
Beverly Davis Sanders 605 Levenhall Drive Fayetteville, NC 28314 868-9788	8/13	2nd	Aug/16 8/31/16	No
Lester Bussey 673 Stoneykirk Drive Fayetteville, NC 28314 868-9322	8/13	2nd	Aug/16 8/31/16	No
<u>Elected Official</u>				
Frances Collier PO Box 47 Linden, NC 28356 980-0536 (H)	3/13	2nd	Mar/16 3/31/16	No

Veterans Hospital Rep.

VACANT (vacated by Nina Davis)

Contact: Mid-Carolina Council of Governments (Contact: Glenda Dye; Phone 323-4191 ext. 22;
gdye@mccog.org; Fax 323-9330)

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

APPLICANTS FOR
MID-CAROLINA AGING ADVISORY COMMITTEE

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
DILLON, MARY (B/F) 3209 MCCHEON DRIVE FAYETTEVILLE, NC 28301 910-822-2045 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	RETIRED FTCC	BS-EDUCATION
FAGAN, CARLA (B/F) 6235 CARVER PINE LOOP APT 8107 FAYETTEVILLE NC 28311 920-3580/630-7699 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 PROFESSOR METHODIST UNIVERSITY	PHD-SOCIAL WELFARE MASTERS-SOCIAL WORK BS-PSYCHOLOGY
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 Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: MILITARY LEADERSHIP SCHOOLS	MINISTER UNION OAK AME ZION CHURCH	BS-SOCIAL SCIENCE MS-HUMAN RESOURCES MASTER OF DIVINITY PHD-BUSINESS ADMIN.
JAMES, QUINSENTINA (-/F) 2441 CANFORD LANE FAYETTEVILLE, NC 28304 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	EMPLOYMENT & TRAINING CASE MANAGER FTCC WORKFORCE DEVELOPMENT	MSM-MANAGEMENT HR & HEALTHCARE
JENKINS-MCNAIR, DAWN (B/F) 142 WESTWICK LANE APT 7 FAYETTEVILLE, NC 28314 728-7021/855-247-8474 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	FAMILY NURSE PRACTITIONER UNITED HEALTHCARE	BSN FAM.NURSE PRACTITIONER

**APPLICANTS FOR
MID-CAROLINA AGING ADVISORY COMMITTEE Page 2**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
LEWIS, BABATUNDE (B/M) 1708 BLUFFSIDE DRIVE FAYETTEVILLE NC 28312 832-257-2440 Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	SMALL BUSINESS OWNER JOBS AND CAREERS INC.	MS-INDUSTRIAL & LABOR RELATIONS BS-SOCIOLOGY
MCKOY, WILLIE JR (B/M) 1632 GREENOCK AVE FAYETTEVILLE, NC 28304 273-2976/432-5571 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	CIVIL SERVICE FT. BRAGG	MA-HUMAN RESOURCES MANAGEMENT BS-EDUCATION
MYERS, SUSAN E. (W/F) 5135 FOXFIRE RD FAYETTEVILLE NC 28303 910-779-2932 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: US ARMY	UNEMPLOYED	BUSINESS ADMIN.
PARKER, DIANE (B/F) 1200 MURCHISON RD FAYETTEVILLE NC 28301 252-452-5640 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	NONE LISTED	BS-BUSINESS ADMIN. MASTERS- IN PROCESS
PRYOR, GOLDIE (B/F) 1503 MCLEAN CHAPEL CHURCH RD FAYETTEVILLE NC 729-1572/814-6654 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: Harnett County Cooperative Extension	SOCIAL WORKER HARNETT COUNTY DSS	MASTERS-SOCIAL WORK BS-SPECIAL EDUCATION

APPLICANTS FOR
MID-CAROLINA AGING ADVISORY COMMITTEE Page 3

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
SOBERS, TOMECIA (B/F) 980 CREEK SIDE RUN FAYETTEVILLE, NC 28303 494-6872/678-9805	INSTRUCTOR FTCC	BS-CRIMINAL JUSTICE MA-SOCIOLOGY
SERVES ON THE HUMAN RELATIONS COMMISSION		
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		
WADE, PAMELA (W/F) 2728 HELAMAN CT #9 FAYETTEVILLE NC 28303 910-977-7504	RETIRED	BACHELORS MASTERS
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		
WILLIAMS, ROBERT (W/M) 2517 N EDGEWATER DR FAYETTEVILLE NC 28303 433-2191/527-6993	INSURANCE SENIOR RESOURCE SERVICES	COLLEGE GRADUATE
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		

JEANNETTE M. COUNCIL
Chairman

KENNETH S. EDGE
Vice Chairman

CHARLES E. EVANS
MARSHALL FAIRCLOTH
JIMMY KEEFE
BILLY R. KING
EDWARD G. MELVIN



**CUMBERLAND
★ COUNTY ★**
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

ITEM NO. 6C

July 29, 2014

August 4, 2014 Agenda Item

TO: Board of Commissioners
FROM: Kellie Beam, Deputy Clerk to the Board *KB*
SUBJECT: Nursing Home Advisory Board

BACKGROUND: The Nursing Home Advisory Board has the following three (3) vacancies:

Sonja Council – completed first term. Eligible for reappointment.

Michael Blake – completed initial term. Eligible for reappointment.

Cenitra McLaughlin – Resigned. Recommendation of the Nursing Home Advisory Board is for **Ron Rooks** to fill the unexpired term. (See attached.)

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

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

Attachments

pc: Kareem Strong, Mid-Carolina Area Agency on Aging

Nursing Home Advisory Board

The Nursing Home Advisory Board serves the residents of long term care facilities within the county. The committee members are responsible for maintaining the intent of the Residents' Bill of Rights, promoting community involvement in the homes, and providing public education on long term care issues.

Statutory Authorization: NCGS 131E-128

Member Specifications:

11 Members

Term: 3 Years (Members serve an initial one-year term, after which they may be appointed to a three-year term.)

Compensation: None

Duties:

- Visits to assigned nursing homes each quarter to include completion of a quarterly report by each subcommittee;
- Promotes community involvement in facilities;
- Promotes community education and awareness of the needs of the aging in facilities;
- Serves as a resource of volunteers;
- Become aware of conditions in facilities and assists grievance processes.

Meetings: Third Thursday of the last month of each quarter at 1:00 PM. There is an initial training period of 15 hours to include study of a committee handbook and orientation visits to long-term care facilities. Additional training of 10 hours per year is required. Visits in the assigned facilities are of the utmost importance in the participation on this committee. A commitment of at least one day per quarter to visit facilities and 4 hours per quarter for business and training meetings.

Meeting Location: Various nursing homes in Cumberland County

Kellie Beam

Subject: FW: Nursing Home Board

From: Kareem Strong [<mailto:kstrong@mccog.org>]

Sent: Tuesday, July 15, 2014 10:37 AM

To: Kellie Beam

Subject: Nursing Home Board

Kellie,

Ron Rooks is submitting his application today for the Nursing Home CAC. The board would like him to be appointed to fill Cenitra McLaughlin's unexpired term.

Sincerely,

Kareem R. Strong, BA
Regional LTC Ombudsman
Mid-Carolina AAA
Office: (910) 323-4191 x 25
Fax: (910) 323-9330
website: <http://www.mccog.org/>

NURSING HOME ADVISORY BOARD

3 Year Term

(Initial Appointment One Year)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Barbara Spigner 5701 Cloister Court Fayetteville, NC 28314 864-1807/286-0245	02/13	1st	Feb/16 02/28/16	Yes
Tom Lloyd (W/M) 1306 Berkshire Road Fayetteville, NC 28305 574-3177/678-7618(W)	6/11	2nd	Aug/14 8/31/14	No
Mitchell Guy (W/M) 205 Bethune St Fayetteville, NC 28305 964-7390 (H/W)	9/12	1 st	Sept/15 9/30/15	Yes
Dr. John Briggs (W/M) 104 Stedman Street Fayetteville, NC 28305 867-1493	2/12	2nd	Feb/15 2/28/15	No
Sonja Council 950 Stewarts Creek Drive Apt. 1 Fayetteville, NC 28314 864-1651/609-6139 (W)	6/11	1st	Aug/14 8/31/14	Yes
Michael Blake 4194 Longview Ave Hope Mills, NC 28348 425-5933/797-9291	8/13	Initial	Aug/14 8/31/14	Yes
Clyde E. Hammond (W/M) 1802 Flintshire Road Fayetteville, NC 28304 425-2774	6/11	2nd	Aug/14 8/31/14	No
VACANT (Vacated by C. McLaughlin)	10/12	1st	Oct/15 10/31/15	Yes
Toney Edwards (B/M) 3622 Clearwater Drive Fayetteville, NC 28311 822-4261/864-6262	1/12	2nd	Jan /15 1/31/15	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
VACANT (by N. Campbell)	10/12	1st	Oct/15 10/31/15	Yes
Cassandra White Haire (B/F) 515 Albany Street Fayetteville, NC 28301 728-0175 (C)	4/13	2nd	Apr/16 4/30/16	No

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

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

**APPLICANTS FOR
NURSING HOME ADVISORY BOARD**

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BEAN, KENNETH JOSEPH (B/M) 6115 INDEPENDENTS PLACE DR #731 FAYETTEVILLE, NC 28303 347-290-2577 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	RETIRED ARMY	NONE LISTED
BLACKWELL, CYNTHIA (W/F) 1588 BEARD RD WADE NC 28395 824-9446/475-3052 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: Clerks of Superior Court Catalyst Leadership Summit	ASST CLERK OF SUPERIOR COURT CLERK OF SUPERIOR COURT	NONE LISTED
DILLON, MARY (B/F) 3209 MCCHEON DRIVE FAYETTEVILLE, NC 28301 910-822-2045 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	RETIRED FTCC	BS-EDUCATION
EVERETT, CLARENCE SR (B/M) 1513 WOODBERRY LANE FAYETTEVILLE NC 28303 822-1525/494-1656 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	RETIRED ARMY PASTOR	14 YEARS
FAGAN, CARLA (B/F) 6235 CARVER PINE LOOP APT 8107 FAYETTEVILLE NC 28311 920-3580/630-7699 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 PROFESSOR METHODIST UNIVERSITY	PHD-SOCIAL WELFARE MASTERS-SOCIAL WORK BS-PSYCHOLOGY

**APPLICANTS FOR
NURSING HOME ADVISORY BOARD Page 2**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
HOWARD, KEITH D (B/M) 7809 GALLANT RIDGE DR FAYETTEVILLE NC 28314 864-2144/494-3736(W) Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: Yes Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	BUSINESS OWNER	BS-COMPUTER SCIENCE CERTIFIED-MSCE CERTIFIED ARMY MASTER FITNESS TRAINER
JENKINS-MCNAIR, DAWN (B/F) 142 WESTWICK LANE APT 7 FAYETTEVILLE, NC 28314 728-7021/855-247-8474 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	FAMILY NURSE PRACTITIONER UNITED HEALTHCARE	BSN FAM.NURSE PRACTITIONER
MITCHELL, RONNIE JR (B/M) 6430 MILFORD RD FAYETTEVILLE NC 28303 336-3037 (H) / 339-4959 (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: NO	RETIRED ARMY SELF EMPLOYED	BA HOTEL RESTAURANT MANAGEMENT
MORTON, DINEEN (B/F) 5835 PETTIGREW DR FAYETTEVILLE NC 28314 494-5761/521-0001 Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	VP OF BUSINESS DEVELOPMENT HEALTHKEEPERZ	NONE LISTED
RAY, LATARA (B/F) 5823 NESSEE ST FAYETTEVILLE, NC 28314 860-3443/587-7795 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	GRADUATION COORDINATOR FSU *SERVES ON THE ADULT CARE HOME COMMUNITY COMMITTEE*	MA-BUSINESS BA-SOCIOLOGY AS-BUSINESS ADMIN.

**APPLICANTS FOR
NURSING HOME ADVISORY BOARD Page 3**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
ROOKS, RON (B/M) 1571 ROSSMORE DRIVE FAYETTEVILLE NC 28314 423-314-6067 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	MAINTENANCE MECHANIC HOUSE OF RAEFORD	HS SOME COLLEGE
SESSOMS, JR, DAVID (W/M) 221 ½ HAY STREET FAYETTEVILLE NC 28301 584-3884/354-1901 Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	COLLEGE PRESIDENT MILLER-MOTTE COLLEGE	NONE LISTED
SESSOMS, KARLA (B/F) 6624 JACOBS CREEK CIRCLE FAYETTEVILLE NC 28306 425-7634/494-3102 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	NURSE CCME	SOME COLLEGE
WADE, PAMELA (W/F) 2728 HELAMAN CT #9 FAYETTEVILLE NC 28303 910-977-7504 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	RETIRED	BACHELORS MASTERS
WILLIAMS, ROBERT (W/M) 2517 N EDGEWATER DR FAYETTEVILLE NC 28303 433-2191/527-6993 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	INSURANCE SENIOR RESOURCE SERVICES	COLLEGE GRADUATE

JEANNETTE M. COUNCIL
Chairman

KENNETH S. EDGE
Vice Chairman

CHARLES E. EVANS
MARSHALL FAIRCLOTH
JIMMY KEEFE
BILLY R. KING
EDWARD G. MELVIN



CUMBERLAND
★ COUNTY ★
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

ITEM NO. 7A

July 24, 2014

August 4, 2014 Agenda Item

TO: Board of Commissioners

FROM: Kellie Beam, Deputy Clerk to the Board *KB*

SUBJECT: Appointment of Chairman of ABC Board

Pursuant to the North Carolina General Statutes, the Board of Commissioners shall appoint the Chairman of the ABC Board.

The ABC Board recommends that Johnson Chestnutt be the Chairman for the 2014-2015 year. (See attached.)

PROPOSED ACTION: Appoint the ABC Board Chairman.

Attachment

cc: Gene Webb, ABC Board General Manager

**CUMBERLAND COUNTY
ALCOHOLIC BEVERAGE CONTROL BOARD**

1705 OWEN DRIVE • P.O. BOX 64957

**FAYETTEVILLE, N.C.
28306**

July 15, 2014

Ms. Candice White
Clerk of County Commissioners
Cumberland County – 5th Floor
P.O. Box 1829
Fayetteville, NC 28302-1829

Dear Ms. White:

The Cumberland County ABC Board has recommended that Johnson Chestnutt be the chairman for the 2014-2015 year. Please add this recommendation to the County Commissioners' August 2014 agenda.

Thank you,



Debbie Disbrow
Interim Secretary to the Board
Human Resources Director

JEANNETTE M. COUNCIL
Chairman

KENNETH S. EDGE
Vice Chairman

CHARLES E. EVANS
MARSHALL FAIRCLOTH
JIMMY KEEFE
BILLY R. KING
EDWARD G. MELVIN



**CUMBERLAND
★ COUNTY ★
NORTH CAROLINA
BOARD OF COMMISSIONERS**

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

ITEM NO. 73

June 18, 2014

August 4, 2014 Agenda Item

TO: Board of Commissioners
FROM: Kellie Beam, Deputy Clerk to the Board KB
SUBJECT: Joint Appearance Commission

BACKGROUND: On June 16, 2014, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Joint Appearance Commission:

Sheila Wilson (reappointment)

I have attached the current membership list for this commission.

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

Attachment

pc: David Nash, Planner II
City of Fayetteville

JOINT APPEARANCE COMMISSION
2-Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible for Reappointment</u>
Sheila Wilson 1839 Brawley Avenue Fayetteville, NC 28314 764-0638/551-4708	8/12	1st	Aug/14 8/31/14	Yes
(serving unexpired term; eligible for one additional term)				
Mitchell, Christopher 7357 Beaver Run Drive Fayetteville, NC 28314 229-7871 (H)/860-3333(W)	8/12	2nd	Aug/14 8/31/14	No
George Quigley 616 Blawell Circle Stedman, NC 28391 485-2980/286-5508	8/13	1st	Aug/15 8/31/15	Yes
Matthew Auman McLean 2910 Hermitage Ave Fayetteville, NC 28304 729-8358/429-2800	8/13	1 st full term	Aug/15 8/31/15	Yes

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

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

**OVERHILLS PARK WATER & SEWER DISTRICT GOVERNING BOARD AGENDA
SPECIAL MEETING
COURTHOUSE – ROOM 118
AUGUST 4, 2014
9:00 AM**

1. Consent Agenda
 - A. Approval of Agenda.
 - B. Approval of minutes of May 6, 2013 and June 16, 2014 special meetings.
 - C. Approval of the Spring Lake Interlocal Agreement for the Overhills Park Water & Sewer District. **(Pg. 87)**

ADJOURN THE SPECIAL MEETING OF THE OVERHILLS PARK WATER & SEWER DISTRICT GOVERNING BOARD.

RECONVENE THE REGULAR BOARD OF COMMISSIONERS' MEETING.

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE – WWW.CO.CUMBERLAND.NC.US. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON FAYETTEVILLE/ CUMBERLAND EDUCATIONAL TV (FCETV) TIME WARNER CABLE CHANNEL 5 AND 97-3 ON THE DIGITAL TIER. IT WILL BE REBROADCAST ON TUESDAY, AUGUST 5, 2014 AT 7:30 P.M.

REGULAR BOARD MEETINGS:

**August 18, 2014 – (Monday) – 6:45 PM
September 2, 2014 – (Tuesday) – 9:00 AM
September 15, 2014 – (Monday) – 6:45 PM**



ITEM NO. 1C
OVERHILLS AGENDA

ENGINEERING & INFRASTRUCTURE DEPARTMENT
PUBLIC UTILITIES DIVISION

**MEMORANDUM FOR OVERHILLS PARK WATER AND SEWER DISTRICT
GOVERNING BOARD AGENDA OF AUGUST 4, 2014**

TO: OVERHILLS PARK WATER AND SEWER DISTRICT GOVERNING BOARD

FROM: JEFFERY P. BROWN, ENGINEERING & INFRASTRUCTURE DIRECTOR 

THROUGH: AMY H. CANNON, COUNTY MANAGER

DATE: JULY 25, 2014

**SUBJECT: APPROVAL OF THE PROPOSED INTERLOCAL AGREEMENT TO
FURNISH SANITARY SEWER TREATMENT AND FOR THE
OPERATION AND MAINTENANCE OF THE SEWER SYSTEM WITH
THE TOWN OF SPRING LAKE**

BACKGROUND

In response to the approval of the USDA Rural Utilities funding to construct the sanitary sewer system in the Overhills Park subdivision, the Town of Spring Lake has agreed to furnish sanitary sewer treatment and the operation and maintenance of the sewer system. The attached agreement spells out the terms and conditions of each party and is a requirement to move forward with the funding process.

RECOMMENDATION

The Engineering and Infrastructure Director, County Attorney and County Management recommend that the Overhills Park Water and Sewer District Governing Board approve the Interlocal Agreement with the Town of Spring Lake.

Attachment(s):

THIS AGREEMENT made and entered into this ____ day of _____, 2014 by and between the Town of Spring Lake, a North Carolina municipal corporation, (hereinafter referred to as "Spring Lake"), and the County of Cumberland, a North Carolina Body Politic, acting by and through its Overhills Park Water & Sewer District, (hereinafter referred to as "Overhills").

W I T N E S S E T H

THAT WHEREAS, Overhills wishes to contract with Spring Lake to furnish sanitary sewer treatment and provide for the operation and maintenance of the Overhills Park Water & Sewer District in an area as shown on Exhibit "A" attached hereto; and

WHEREAS, Spring Lake has agreed to treat sanitary sewer for Overhills to include operation and maintenance of the sanitary sewer collection system installed by Overhills within the delineated service area according to the following terms and conditions:

1. The sanitary sewer collection system being constructed by Overhills shall be built in accordance with engineering plans and specifications and constructed by a contractor licensed to perform utility construction in North Carolina.
2. Overhills will be responsible for the cost of constructing the sanitary sewer collection system as sized accordingly to serve the delineated service area as approved by USDA with Spring Lake being responsible for upgrades, in materials and line sizing as it may deem necessary.
3. The cost of operation and maintenance of the sanitary sewer collection system is built into the sanitary sewer rate being charged to Overhills as shown on Exhibit "B". Spring Lake shall render accurate monthly bills to Overhills. Such bills shall be computed by multiplying Overhills' sewer flow, expressed in thousand (M) gallons, by the applicable rate per thousand (M) gallons for this customer class. The rate per thousand (M) gallons shall be subject to change annually. Routine operation and maintenance includes: (1) Repair damaged, deteriorated, or broken sewer mains; (2) Repair damaged, deteriorated, or broken sewer service laterals from the main to edge of road right-of-way or easement; (3) Routine maintenance and repair of pump station equipment; (4) Cleaning and rodding of clogged sewer mains; (5) Repair of manholes to include rings and covers; and (6) Other routine maintenance and repairs as needed; (7) Administrative and engineering support of above, as required; (8) 24 hours, 7 days per week on-call dispatch with appropriate response forces; (9) Responding to inquiries by existing and potential users of sanitary sewer service; (10) Investigating and working to resolve complaint issues; (11) Maintaining metered electric service at pumping stations, as well as, chemicals associated with pump station operation.
4. Monthly bills rendered for services as provided hereunder are payable within 30 days from their date, at Spring Lake's office, Town of Spring Lake, P.O. Box 617, Spring Lake, NC 28390.
5. Spring Lake will be responsible for the cost associated with upsizing mains within the delineated Overhills service as may be deemed necessary in order to meet Spring Lake's existing and future sanitary sewer needs which would not be otherwise required for the sanitary sewer collection system being installed by Overhills pursuant to this Agreement.
6. All sanitary sewer lines installed by Overhills that are funded with USDA loan and/or grant funds will not be charged a capacity or impact fee and shall be owned and operated by Overhills subject to Spring Lake's right to upsize such mains at its expense and to transmit sanitary sewer through such mains to areas beyond the Overhills area.

7. Overhills will acquire all rights-of-way and/or encroachments as may be needed for construction of the sanitary sewer collection system as referenced herein. Spring Lake currently controls an existing easement that was dedicated to the Town of Spring Lake for the sole purpose of constructing a lift station to serve the Overhills Park Subdivision. The Town of Spring Lake will not charge Overhills any fees for the use of the easement and Overhills will own the lift station.

8. Spring Lake reserves the right to extend or continue sanitary sewer mains from such mains as initially constructed by Overhills to points outside of the delineated Overhills service area. Future connections or main extensions that occur outside of the delineated Overhills area are not subject to this Agreement and shall be the property of Spring Lake unless the Overhills boundary is expanded by mutual agreement of the parties herein in order to serve development of contiguous properties.

9. The further extension of or connection to mains within the delineated Overhills service area will be pursuant to applicable extension and connection policies and procedures of Overhills in effect at the time a request for service is made.

10. Overhills may by resolution adopt a policy whereby future customers and/or extenders of sanitary sewer infrastructure in the Overhills service area will be subject to the then current applicable Spring Lake Policies and Procedures to simplify the application process for customers with the understanding that such customers remain responsible to Overhills for compliance with such policies and procedures.

11. Laterals not installed during the initial sanitary sewer collection system as constructed by Overhills will be subject to the applicable lateral charge and facility investment fee charged by Spring Lake. Overhills customers will not be charged a main charge by Spring Lake if located within the Overhills service area on mains installed by Overhills.

12. Annual Notification of Anticipated Usage and Restriction: (a) Spring Lake reserves the right and authority to limit the annual increase in usage by Overhills to an amount not greater than 20% of the previous calendar year's usage. However, additional limits may be imposed if an outside agency having jurisdiction over the treatment facilities requires restrictions on increases in usage on the Spring Lake's system. Consideration will be given on a case-by-case basis to address anticipated sanitary sewer needs in excess of the above stated 20% increase; (b) any limitations or restrictions on sanitary sewer usage due to situations beyond Spring Lake's control will also apply to Overhills. Overhills will be responsible to ensure the individual sanitary sewer customers on its system comply with these restrictions or limitations.

13. The term of this Agreement may be amended by written agreement between Spring Lake and Overhills. The term of this Agreement is for five years from _____, 2014, and at the end of each anniversary date of this Agreement, the termination date of the term of this Agreement shall automatically extend for an additional period of one year unless terminated by said parties giving not less than two years written notice to the other party including the initial term or by mutual consent of both parties.

14. *Severability:* It is hereby declared to be the intention of Spring Lake and Overhills that the paragraphs, sentences, clauses and phrases of this Agreement are severable. If one or more paragraphs, sections, sentences, clauses or phrases shall be declared void, invalid or otherwise unenforceable for any reason by valid and final judgment or decree of any court of competent jurisdiction, such judgment or decree shall not affect the remaining provisions of this Agreement and the same shall continue to be fully effective and enforceable on the basis that said remaining provisions would have been agreed to by Spring Lake and Overhills without the incorporation of such void, invalid or otherwise unenforceable paragraph, section, sentence, clause or phrase.

15. *Notices:* Whenever written notices are required under this Agreement, said notice shall be in writing and shall be delivered personally or shall be sent by prepaid registered or certified mail. If notice is mailed to Spring Lake, it should be addressed as follows:

Mayor, Town of Spring Lake
P.O. Box 617
Spring Lake, NC 28390

If notice is mailed to Overhills, it should be addressed as follows:

Chairman, Board of Governors
Overhills Park Water & Sewer District
P.O. Box 1829
Fayetteville, NC 28302-1829

Either party may change its mailing address by giving written notice of the new address. Unless so changed, the addresses set forth above shall apply.

18. *Binding Effect:* This contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

19. *Entire Agreement:* This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing.

20. *Governing Law:* This contract shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto through their duly authorized officers has executed this contract as to the date and year first above written.

OVERHILLS PARK WATER & SEWER DISTRICT

By: _____
Jeannette M. Council, Chair

ATTEST:

Candice White, Clerk to the Board

APPROVED for Legal Sufficiency
OVERHILLS PARK Water & Sewer District
Attorney

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

Rick L. Moorefield, County Attorney
Attorney for OVERHILLS PARK

Melissa Cardinali, Finance Director
Finance Officer for OVERHILLS PARK

THE TOWN OF SPRING LAKE

By: _____
Chris V. Rey, Mayor

ATTEST:

Rhonda Webb, Town Clerk

APPROVED, as to form this _____ day of
_____, 2014.

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

Robert A. Buzzard
Spring Lake Attorney

Allen L. Coats, Finance Director
Financial Officer for Spring Lake

NORTH CAROLINA – CUMBERLAND COUNTY

I, _____, a Notary Public of said County and State do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the Clerk to the Board of the OVERHILLS PARK Water and Sewer District, and that the authority duly given and as the act of said, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by himself/herself as its _____.

WITNESS my hand and Notarial Seal, this the ____ day of ____, 2014.

My Commission Expires: _____

Notary Public

NORTH CAROLINA - CUMBERLAND COUNTY

I, _____, a Notary Public of said County and State do hereby certify that _____, personally appeared before me this day and acknowledged that she is Clerk of The Town of Spring Lake, North Carolina, and that the authority duly given and as the act of the agency, the foregoing instrument was signed in its name by its Mayor, sealed with its seal and attested by himself/herself as the Town Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of ____, 2014.

My Commission Expires: _____

Notary Public

Exhibit A



OVERHILLS PARK WATER & SEWER DISTRICT

Exhibit B

Rate Schedule

\$4.00 per thousand gallons

\$9.25 per tap