



I. Approval of Interlocal Agreement Between Cumberland County and the Town of Spring Lake for the Continued Consolidation of 911 Dispatch. **(Pg. 44)**

J. Budget Revisions: **(Pgs. 49-58)**

(1) Sheriff

a. Sheriff Grants - Revision in the amount of \$6,791 to recognize Crimes Against Children Conference Grant from the Governor's Crime Commission. (B15-075) **Funding Source – State** **(Pg. 49)**

b. Sheriff Grants - Revision in the amount of \$158,288 to recognize Byrne 2014 Grant with the City of Fayetteville receiving \$108,261 and the Sheriff receiving \$50,027. (B15-076) **Funding Source – State** **(Pg. 51)**

(2) Juvenile Crime Prevention **(Pg. 53)**

Revision in the amount of \$19,518 to reconcile the county's budget with State allocations. (B15-074) **Funding Source – State**

(3) Social Services/Facilities Maintenance **(Pg. 54)**

Revision in the amount of \$150,000 to reallocate budgeted expenditures from Social Services to Facilities Maintenance, for the replacement and automation of an air handling unit at Social Services building. (B15-077 and B15-077A) **Funding Source – Reallocation of Budgeted Expenditures**

(4) Social Services **(Pg. 56)**

Revision in the amount of \$6,953 to recognize grant funds from the Annie E Casey Foundation for a Child Welfare Initiative. (B15-078) **Funding Source – Grant**

(5) Grant Family Violence Care Center **(Pg. 57)**

Revision in the amount of \$5,500 to recognize the E Hudspeth Grant to purchase playground and exercise equipment for the Care Center Family Violence Shelter. (B15-100) **Funding Source – Grant**

(6) Crown Center **(Pg. 58)**

Revision in the amount of \$2,088 to appropriate fund balance to pay consulting services regarding water entry into the Crown steel pipes. (B15-101) **Funding Source – Crown Center Fund Balance Appropriated**

Public Hearings

3. Public Hearing on the FY 2014-2015 Annual Rural Operating Assistance Program (ROAP) Grant. **(Pg. 59)**
  - A) Approval of Submission of FY15 Application for ROAP Grant Funds. **(Pg. 59)**

ITEMS OF BUSINESS

4. Presentation of Alliance Behavioral Healthcare Operations. **(Pg. 78)**
5. Presentation by Mark Culbreth of the Cumberland County School System on the “Reading Rocks” Program. **(Pg. 96)**
6. Reconsideration of Economic Development Incentive Agreement with MBM Hospitality, LLC. **(Pg. 97)**
7. Consideration of Request of Roundpoint Asset Management, Inc., for Second Stay of Demolition Order Entered April 22, 2014. **(Pg. 109)**
8. Nominations to Boards and Committees **(Pgs. 121-139 )**
  - A. Cumberland County Library Board of Trustees (2 Vacancies) **(Pg. 121)**
  - B. Jury Commission (1 Vacancy) **(Pg. 126)**
  - C. Nursing Home Advisory Board (2 Vacancies) **(Pg. 132)**
9. Appointments to Boards and Committees **(Pgs. 140-157)**
  - A. Cumberland County Juvenile Crime Prevention Council (3 Vacancies) **(Pg. 140)**

Nominees:

<u>Member of Business Community:</u>	Kristine Thomas
<u>Juvenile Defense Attorney:</u>	Juanita Baker
<u>Substance Abuse Professional:</u>	Louis Leake

- B. Cumberland County Workforce Development Board (5 Vacancies) **Pg. 145**

Nominees:

Private Sector: Linda Hoppmann (Reappointment for a 3<sup>rd</sup> Term)  
David McCune (Reappointment for a 2<sup>nd</sup> Term)  
Randall Newcomer (Reappointment for a 2<sup>nd</sup> Term)

Community Based Organization: Esther Acker (Reappointment for a 3<sup>rd</sup> Term)

Education: Esther Thompson (Reappointment for a 2<sup>nd</sup> Term)

- C. Joint Appearance Commission (1 Vacancy) **(Pg. 152)**

Nominee: Christopher Mitchell (Reappointment for a 3<sup>rd</sup> Term)

- D. Tourism Development Authority (1 Vacancy) **(Pg. 155)**

Nominee:

Hotel/Motel Over 100 Rooms Representative: Anup Contractor

10. Closed Session: A) Economic Development Matter(s)  
Pursuant to NCGS 143-318.11(a)(4).  
B) Attorney Client Matter(s)  
Pursuant to NCGS 143-318.11(a)(3).

**ADJOURN**

**WATCH THE MEETING LIVE**

**THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, 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 CHANNEL 5 AND 97-3 ON THE DIGITAL TIER.**

**THE MEETING VIDEO WILL BE AVAILABLE AT YOUTUBE.COM/CUMBERLANDCOUNTYNC ON TUESDAY, OCTOBER 7.**

**IT WILL BE REBROADCAST ON WEDNESDAY, OCTOBER 8, AT 7 P.M. AND FRIDAY, OCTOBER 10, AT 10:30 A.M.**

**REGULAR BOARD MEETINGS:**

**October 20, 2014 – (Monday) – 6:45 PM  
November 3, 2014 – (Monday) – 9:00 AM  
November 17, 2014 – (Monday) – 6:45 PM**



AMY H. CANNON  
County Manager

JAMES E. LAWSON  
Deputy County Manager



MELISSA C. CARDINALI  
Assistant County Manager



ITEM NO. 28

OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 6, 2014**

**TO: BOARD OF COUNTY COMMISSIONERS**  
**FROM: AMY H. CANNON, COUNTY MANAGER** *AKC*  
**DATE: SEPTEMBER 30, 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):

Traemoor at Lakewood Subdivision: Meadowmont Lane, Thornsby Lane,  
Spring Moss Lane, Chagford Lane,  
Westshore Court, Beckett Court,  
Wyndborne Court, Tattersal 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

September 12, 2014

Division Six - District Two  
Cumberland County

Dr. Jeannette M. Council, Chair  
Cumberland County Board of Commissioners  
Post Office Box 1829  
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

Dear Dr. Council,

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.

**Traemoor at Lakewood Subdivision**

- Meadowmont Lane
- Thornsby Lane
- Spring Moss Lane
- Chagford Lane
- Westshore Court
- Beckett Court
- Wyndborne Court
- Tattersal 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

ITEM NO. 2C



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 6, 2014**

**TO: BOARD OF COMMISSIONERS**  
**FROM: AMY CANNON, COUNTY MANAGER** *AK*  
**DATE: SEPTEMBER 30, 2014**  
**SUBJECT: REPORT ON THE DESTRUCTION OF COUNTY RECORDS**

**BACKGROUND**

Pursuant to a resolution adopted by the Board of Commissioners on February 4, 1985, I have authorized the destruction of County records as noted below. The destruction of these records is in accordance with the Records Retention and Disposition Schedule issued by the North Carolina Division of Archives and History and adopted by the Board of Commissioners. The following department has requested approval of destruction of the records listed below for years 1996-2010:

Cumberland County Mail Communications Center

- Postage Reports and Invoices
- Budget Reports
- Utility Bills
- Surplus Property Reports
- Telephone Bills
- Correspondence/Other Administrative Materials

**PROPOSED ACTION**

Record the report in the Board's official minutes.

/cp

RICKEY L. MOOREFIELD  
County Attorney



ITEM NO. 2.0

PHYLLIS P. JONES  
Assistant County Attorney

ROBERT A. HASTY, JR.  
Assistant County Attorney

**OFFICE OF THE COUNTY ATTORNEY**

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

**MEMO FOR THE AGENDA OF THE OCTOBER 6, 2014,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Bd. of Commissioners; Co. Manager; Jeffrey Brown  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** October 1, 2014  
**SUBJECT:** Request from PWC for Certain Utility Easements

**ATTACHMENTS:** Two Letters from PWC Dated September 30, 2014  
Easement Agreements

**BACKGROUND:**

PWC has requested the following easements on county-owned parcels described in the attachments:

- 1) Person Street Electric Improvements:
  - Parcel 1: 10' x 10' easement for installation of electric cabinet located on vacant lot with commercial zoning at corner of Kennedy and Canal Streets
  - Parcel 2: 15' x 15' easement for installation of electric cabinet located on vacant lot with commercial zoning with address of 334 Person Street
- 2) Sanitary Sewer Easement, Chilton Drive, Seventy-First Township: Temporary construction easement with dimensions of 42' x 22' surrounding permanent easement with dimensions of 23' x 24' located on vacant lot acquired by execution on a judgment in 1986

**RECOMMENDATION/PROPOSED ACTION:**

County Attorney recommends approval.



ITEM NO. 20(1)

MICHAEL G. LALLIER, COMMISSIONER  
WICK SMITH, COMMISSIONER  
LYNNE B. GREENE, COMMISSIONER  
DARSWEIL L. ROGERS, COMMISSIONER  
STEVEN K. BLANCHARD, CEO/GENERAL MANAGER

**PUBLIC WORKS COMMISSION**  
OF THE CITY OF FAYETTEVILLE  
*ELECTRIC & WATER UTILITIES*

955 OLD WILMINGTON RD  
P.O. BOX 1089  
FAYETTEVILLE, NORTH CAROLINA 28302-1089  
TELEPHONE (910) 483-1401  
WWW.FAYPWC.COM

September 30, 2014

Cumberland County  
P.O. Box 449  
Fayetteville, NC 28302

**SUBJECT: *Parcels 1 & 2, Person Street Electric Improvements – Property of County of Cumberland; Reference: Tax Pin Nos. 0437-16-82-2738 & 0437-16-83-0210-***

Dear Sir or Madam:

In conjunction with the City’s Streetscape Improvement Plan, the Public Works Commission of the City of Fayetteville (FPWC) plans to upgrade its electric utility facilities along and in the vicinity of Person Street. This will require utility easements on the two County owned properties referenced above.

As shown by the drawings enclosed, we are requesting a 10-foot by 10-foot utility easement located on the northeastern corner of Tax Parcel No. 0437-16-82-2738 and a 15-foot by 15-foot easement on the northeast corner of Tax Parcel No. 0437-16-83-0210. Electric Cabinets are to be installed on each easement.

I am enclosing the original and duplicate copies of the easements we are requesting on the two County parcels. The copies are for your records. If acceptable, please execute the originals and return them to my attention in return envelopes provided.

If you have any questions regarding this easement request, please do not hesitate to contact me at (910) 223-4342 or Mr. Keith Reid, PWC Electric Engineering, at (910) 223-4514.

Thank you for your prompt attention in this matter.

Very truly yours,

Jim Autry  
Right-of-Way Supervisor

Enclosure

JA:dp

cc: Keith Reid



NORTH CAROLINA  
CUMBERLAND COUNTY

**UTILITY EASEMENT  
(ELECTRIC)  
PUBLIC WORKS COMMISSION**  
*Parcel 1: Person St. Electrical Improvements*  
PWC EASEMENT NO. \_\_\_\_\_

**Prepared by and Return to: Public Works Commission of the City of Fayetteville**  
**Attn: Jim Autry**

THIS INSTRUMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By: COUNTY OF CUMBERLAND, a body Politic and Corporate of the State of North Carolina,  
herein called Grantor,

To: THE CITY OF FAYETTEVILLE, a Municipal Corporation herein called Grantee, all of said State  
and County,

WITNESSETH THAT

Grantor, for one dollar and other valuable consideration, hereby acknowledged as paid and received, has bargained and sold, and by these presents does grant, bargain, sell and convey to Grantee, its successors and assigns, the perpetual right, easement and privilege to build, construct, operate and maintain electric lines with such electric, telephone, fiber optic, and other wires, cables, poles, attachments, and with such other pipes, connections, attachments and accessories necessary or desirable in connection therewith, to have full ingress and egress, thereto and therefrom over adjoining lands of Grantor, to patrol, inspect, alter, improve, repair, relocate, remove and replace any or all of such lines, wires, cables, anchors, pedestals, cabinets, transformers, poles, pipes, drains, connections, manholes, and other attachments, equipment and accessories within the easement area, to keep clear all trees, undergrowth and other encroachments located within fifteen feet (unless otherwise specified below) of said lines along with the right to remove or trim all dead, weak, leaning or danger trees that may reach or damage the lines or facilities in falling, and to have all rights and privileges necessary or convenient for the full enjoyment or use of this easement, in, on, under, over, through and across certain land described as follows:

**NORTH CAROLINA -- CUMBERLAND COUNTY -- CROSS CREEK TOWNSHIP**

The following described easement lies within that certain parcel of land located on the west side of South Kennedy Street (50-foot Right-of-Way) and south of Canal Street (30-foot Right-of-Way), described in Deed of Record duly recorded in Deed Book 7637, Page 622, and shown on Plat of Record duly recorded in Plat Book 120, Page 111, all of the Cumberland County, North Carolina Registry.

Being a 10-foot x 10-foot utility easement located in the northeastern corner of the property referenced above for the installation, operation and maintenance of electric lines with equipment and accessories necessary in connection therewith. The proposed location of utilities and equipment shall be along or within street rights-of-way, common areas and easement areas as may be established in development of Grantor's property and as shown approximately on FPWC Drawing No. BE8733s1.

Also granted is the right to remove, reconstruct, install and/or relocate said utilities and /or accessories onto and within said lands of Grantor as may be necessary to accommodate future development or redevelopment of Grantor's property.

**For title reference, see the following in Cumberland County, N.C. Registry:**

Deed Book 7637, Page 622; Plat Book 120, Page 111; FPWC Drawing No. BE8733s1; Pin No. 0437-16-82-2738-; "Person St. Electrical Improvements"

TO HAVE, TO HOLD, AND TO ENJOY said right, easement, and privilege as above fully defined and described, in, on, under, over, through and across said land, and all privileges and appurtenances thereto belonging, to Grantee, its successors and assigns, forever, and that Grantor will warrant and defend the title to the same against the lawful claims of all persons.

Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN TESTIMONY WHEREOF, Grantor has signed and sealed this instrument, by authority duly given

COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina

\_\_\_\_\_  
(SEAL)  
CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST:

BY: \_\_\_\_\_  
CLERK

*(No Markings, to include Notary Seal are to be outside of the margin lines)*

NORTH CAROLINA – \_\_\_\_\_ COUNTY

I, \_\_\_\_\_ a Notary Public of \_\_\_\_\_ County and said State, do hereby certify that \_\_\_\_\_ personally came before me this day, and acknowledged that he/she is the Clerk to the Cumberland County Board of Commissioners; that \_\_\_\_\_ is the Chairman of said Board; that the seal affixed to the foregoing Utility Easement is the official seal of said Board; that said Utility Easement was signed and sealed by said Chairman and attested by the Clerk on behalf of said Board; all by its authority duly granted; and that said Clerk acknowledged the said Utility Easement to be the act and deed of the said Board.

WITNESS my hand and Notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Official Signature of Notary

My commission expires: \_\_\_\_\_

(SEAL)





NORTH CAROLINA  
CUMBERLAND COUNTY

**UTILITY EASEMENT**  
(ELECTRIC)  
**PUBLIC WORKS COMMISSION**  
*Parcel 2: Person St. Electrical Improvements*  
PWC EASEMENT NO. \_\_\_\_\_

**Prepared by and Return to: Public Works Commission of the City of Fayetteville**  
**Attn: Jim Autry**

THIS INSTRUMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By: COUNTY OF CUMBERLAND, a body Politic and Corporate of the State of North Carolina,  
herein called Grantor,

To: THE CITY OF FAYETTEVILLE, a Municipal Corporation herein called Grantee, all of said State  
and County,

WITNESSETH THAT

Grantor, for one dollar and other valuable consideration, hereby acknowledged as paid and received, has bargained and sold, and by these presents does grant, bargain, sell and convey to Grantee, its successors and assigns, the perpetual right, easement and privilege to build, construct, operate and maintain electric lines with such electric, telephone, fiber optic, and other wires, cables, poles, attachments, and with such other pipes, connections, attachments and accessories necessary or desirable in connection therewith, to have full ingress and egress, thereto and therefrom over adjoining lands of Grantor, to patrol, inspect, alter, improve, repair, relocate, remove and replace any or all of such lines, wires, cables, anchors, pedestals, cabinets, transformers, poles, pipes, drains, connections, manholes, and other attachments, equipment and accessories within the easement area, to keep clear all trees, undergrowth and other encroachments located within fifteen feet (unless otherwise specified below) of said lines along with the right to remove or trim all dead, weak, leaning or danger trees that may reach or damage the lines or facilities in falling, and to have all rights and privileges necessary or convenient for the full enjoyment or use of this easement, in, on, under, over, through and across certain land described as follows:

**NORTH CAROLINA -- CUMBERLAND COUNTY -- CROSS CREEK TOWNSHIP**

The following described easement lies within that certain parcel of land located on the south side of Person Street (100-foot Right-of-Way), described in Deed of Record duly recorded in Deed Book 7643, Page 265, and shown on Plat of Record duly recorded in Plat Book 120, Page 110, all of the Cumberland County, North Carolina Registry.

Being a 15-foot x 15-foot utility easement located in the northeastern corner of the property referenced above for the installation, operation and maintenance of electric lines with equipment and accessories necessary in connection therewith. The proposed location of utilities and equipment shall be along or within street rights-of-way, common areas and easement areas as may be established in development of Grantor's property and as shown approximately on FPWC Drawing No. BE8734s1.

Also granted is the right to remove, reconstruct, install and/or relocate said utilities and /or accessories onto and within said lands of Grantor as may be necessary to accommodate future development or redevelopment of Grantor's property.

**For title reference, see the following in Cumberland County, N.C. Registry:**

Deed Book 7643, Page 265; Plat Book 120, Page 110; FPWC Drawing No. BE8734s1; Pin No. 0437-16-83-0210-; "Person St. Electrical Improvements"

TO HAVE, TO HOLD, AND TO ENJOY said right, easement, and privilege as above fully defined and described, in, on, under, over, through and across said land, and all privileges and appurtenances thereto belonging, to Grantee, its successors and assigns, forever, and that Grantor will warrant and defend the title to the same against the lawful claims of all persons.

Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN TESTIMONY WHEREOF, Grantor has signed and sealed this instrument, by authority duly given

COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina

\_\_\_\_\_  
(SEAL)  
CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST:

BY: \_\_\_\_\_  
CLERK

*(No Markings, to include Notary Seal are to be outside of the margin lines)*

NORTH CAROLINA – \_\_\_\_\_ COUNTY

I, \_\_\_\_\_ a Notary Public of \_\_\_\_\_ County and said State, do hereby certify that \_\_\_\_\_ personally came before me this day, and acknowledged that he/she is the Clerk to the Cumberland County Board of Commissioners; that \_\_\_\_\_ is the Chairman of said Board; that the seal affixed to the foregoing Utility Easement is the official seal of said Board; that said Utility Easement was signed and sealed by said Chairman and attested by the Clerk on behalf of said Board; all by its authority duly granted; and that said Clerk acknowledged the said Utility Easement to be the act and deed of the said Board.

WITNESS my hand and Notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Official Signature of Notary

My commission expires: \_\_\_\_\_

(SEAL)







ITEM NO. 20(2)

MICHAEL G. LALLIER, COMMISSIONER  
WICK SMITH, COMMISSIONER  
LYNNE B. GREENE, COMMISSIONER  
DARSWEIL L. ROGERS, COMMISSIONER  
STEVEN K. BLANCHARD, CEO/GENERAL MANAGER

**PUBLIC WORKS COMMISSION**  
OF THE CITY OF FAYETTEVILLE  
*ELECTRIC & WATER UTILITIES*

955 OLD WILMINGTON RD  
P.O. BOX 1089  
FAYETTEVILLE, NORTH CAROLINA 28302-1089  
TELEPHONE (910) 483-1401  
WWW.FAYPWC.COM

September 30, 2014

Cumberland County  
P.O. Box 449  
Fayetteville, NC 28302

**SUBJECT:** *Utility Easement for Sanitary Sewer, Parcel 35, Phase V, Area 16 Annexation; Reference Pin No. 9496-06-38-8817-*

Dear Sir or Madam:

This is a follow up to previous correspondence regarding the above referenced project. We have completed our appraisal inspections where sewer mains will be installed on your property. You will continue to retain ownership of the property within the easement that can be used for driveways, lawns, setbacks, and other land use activities not in conflict with the utility improvements.

Ground areas disturbed during the utility construction will be restored to a condition comparable to what existed prior to construction. With the exception of trees and shrubs that have to be permanently removed, improvements such as driveways and fencing, should they be disturbed, removed, or damaged as a result of the utility installation, shall be repaired, reinstalled, or replaced.

Enclosed is the original and duplicate copy of subject easement. The copy is for your records. The original, if acceptable, should be executed before a Notary Public and returned in the enclosed self addressed envelope.

Your early response in this matter is appreciated. If you have any questions concerning the easement request or should need the services of a Notary Public, please do not hesitate to contact me at (910) 223-4931 or Jim Autry at (910) 223-4342 and we will be happy to arrange this service at your convenience.

Very truly yours,

**PUBLIC WORKS COMMISSION**

L.P. Hodges  
Right-of-Way Contractor

Enclosure  
LPH:dp

22623

BOOK 3179 PAGE 467

STATE OF NORTH CAROLINA )  
                                  :  
COUNTY OF CUMBERLAND     )

SHERIFF'S DEED

Deed drawn by:

George Franks  
Sheriff's Attorney

This deed, made and entered into this 8th day of  
July, 1986, by and between OTTIS F. JONES, Sheriff  
of Cumberland County, North Carolina, Grantor, and \_\_\_\_\_  
Cumberland County, Grantee,  
of \_\_\_\_\_.

The word "Grantee" as used herein shall include one or more individuals, their heirs and assigns; or one or more partnerships or corporations, their successors and assigns, and shall include the singular, plural, masculine, feminine, or neuter as the context may require.

RECORDED  
JUL 10 1986  
CLERK OF SUPERIOR COURT  
CUMBERLAND COUNTY  
010447

WITNESSETH:

WHEREAS, the Grantor, being duly licensed thereto by an execution issued upon a certain judgment docketed in the Office of the Clerk of Superior Court for Cumberland County in Judgment Docket 97, at Page 248, in a proceeding entitled "Cumberland County vs. King Model Homes, Inc."

and after due advertisement in accordance with law, did offer for sale and did sell, at public auction for cash to the highest bidder, at the courthouse door in Cumberland County, on the 18th day of June, 1986, real estate herein described, when and where the Grantee became the last and highest bidder for the same at the price of

\$ 241.44 ; and

WHEREAS, more than ten days have elapsed since the report of sale was filed with the Clerk of Superior Court and no increased bid has been filed, and said sale has been confirmed by order of the Superior Court, and the said Grantee has fully paid the amount of the bid to the Grantor:

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of (\$ 241.44) TWO HUNDRED FORTY-ONE DOLLARS & FORTY-FOUR CENTS in hand paid to the Grantor by the Grantee, receipt of which is hereby fully acknowledged, the said Grantor has given, granted, bargained, sold, and conveyed, and does hereby give, grant, bargain, sell, and convey unto the Grantee in as full and ample a manner as the Grantor is authorized and empowered by law, all of that lot, tract, or parcel of real estate lying and being in Seventy-first Township, Cumberland County, North Carolina, and being more particularly bounded and described as follows:

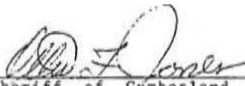
Portion Lot 190 Southgate Section 3 Chilton Drive as recorded in Deed Book 2542 Page 347 Cumberland County Registry. Cumberland County Parcel # 26.3-2251--190.1



BOOK 3179 PAGE 469

TO HAVE AND TO HOLD the above-described premises and all privileges and appurtenances thereunto appertaining, to the said Grantee, in fee simple, free and clear of all encumbrances except all outstanding city and county taxes and all local improvement assessments against the above-described property not included in the execution in the above-entitled cause in as full and ample a manner as the said Grantor is authorized and empowered to convey the same.

IN WITNESS WHEREOF, the Said Grantor has hereunto set his hand and seal, the day and year first above written.

 (SEAL)  
Sheriff of Cumberland County


...oOo...

STATE OF NORTH CAROLINA )  
COUNTY OF CUMBERLAND )

I, Delores Semel, a Notary Public in and for the aforementioned County and State, do hereby certify that OTTIS F. JONES, Sheriff of Cumberland County, personally appeared before me this day and acknowledged the due execution of the foregoing Sheriff's Deed.

Witness my hand and Notarial Seal this 8th day of July, 1986.

My Commission expires: 2/19/91

  
Delores Semel  
NOTARY PUBLIC

NORTH CAROLINA, CUMBERLAND COUNTY

The foregoing or annexed certificate of Delores Semel

Notary Public/Notaries Public is/are certified to be correct.

This instrument was presented for registration and recorded in this Office at Book 3179 Page 467

This 9 day of July, 1986 at 4:38 o'clock P.M.

George E. Tatum  
Register of Deeds

NO REVENUE

By Janita L. Wilburn  
Deputy Register of Deeds



NORTH CAROLINA  
CUMBERLAND COUNTY

**UTILITY EASEMENT  
PUBLIC WORKS COMMISSION**  
*Parcel 35: Phase V Annexation, Area 16*  
PWC EASEMENT NO. \_\_\_\_\_

**Prepared by and Return to: Public Works Commission**  
**Attn: Jim Autry**

THIS INSTRUMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By: COUNTY OF CUMBERLAND, a body Politic and Corporate of the State of North Carolina,  
herein called Grantor,

To: THE CITY OF FAYETTEVILLE, a Municipal Corporation herein called Grantee, all of said State  
and County,

WITNESSETH THAT

Grantor, for one dollar and other valuable consideration, hereby acknowledged as paid and received, has bargained and sold, and by these presents does grant, bargain, sell and convey to Grantee, its successors and assigns, the perpetual right, easement and privilege to build, construct, operate and maintain electric lines with such electric, telephone, fiber optic, and other wires, cables, poles, attachments, and with such other pipes, connections, attachments and accessories necessary or desirable in connection therewith, to have full ingress and egress, thereto and therefrom over adjoining lands of Grantor, to patrol, inspect, alter, improve, repair, relocate, remove and replace any or all of such lines, wires, cables, anchors, pedestals, cabinets, transformers, poles, pipes, drains, connections, manholes, and other attachments, equipment and accessories within the easement area, to keep clear all trees, undergrowth and other encroachments located within fifteen feet (unless otherwise specified below) of said lines along with the right to remove or trim all dead, weak, leaning or danger trees that may reach or damage the lines or facilities in falling, and to have all rights and privileges necessary or convenient for the full enjoyment or use of this easement, in, on, under, over, through and across certain land described as follows:

**NORTH CAROLINA -- CUMBERLAND COUNTY -- SEVENTY-FIRST TOWNSHIP**

The following described easements lie within that certain parcel of land on the western side of Chilton Drive, in Seventy-First Township, Cumberland County, Fayetteville, North Carolina; said parcel of land being more fully described by deed duly recorded in Deed Book 3179, Page 467 of the Cumberland County, North Carolina Registry.

**Permanent Utility Easement**

The following described permanent utility easement being variable in width, containing 273 square feet more or less, and being more particularly described as follows:

**COMMENCING** at a one half inch iron rod found, said rod being in the western right-of-way of Chilton Drive and being the southeast corner of Lot 188 as recorded in Plat Book 41, Page 71 of the Cumberland County Registry; thence along said right-of-way N 15-48-17 W for a distance of 169.92 feet to a point, said point being the northeast corner of Lot 189 as recorded in said plat, and being located S 15-48-17 E for a distance of 76.96 feet from a one inch iron pipe found at the northeast corner of the Wilbert I. Stephens property as recorded in Deed Book 7107, Page 730 of the Cumberland County Registry; thence along the common line of Lot 189 and the Wilbert I. Stephens property S 74-15-07 W for a distance of 124.34 feet to a one inch iron pipe found, said pipe being the southeast corner of the Cumberland County property as described in Deed Book 3179, Page 467 of the Cumberland County Registry and being **THE POINT OF BEGINNING**, thence along the common line of Lot 189 and the Cumberland County property S 73-51-18 W for a distance of 24.12 feet to a point; thence leaving said common line N 14-06-34 W for a distance of 11.76 feet to a point; thence N 74-43-43 E for a distance of 23.07 feet to a point in the common line of the Cumberland County property and the Wilbert I. Stephens property; thence along

said common line S 19-20-26 E for a distance of 11.42 feet to **THE POINT OF BEGINNING** as shown on the attached map prepared by WK Dickson, drawing number AS-14782U labeled "Exhibit A."

**Temporary Construction Easement**

The following described temporary construction easement being variable in width, containing a total of 665 square feet more or less, and being more particularly described as follows:

**COMMENCING** at a one half inch iron rod found, said rod being in the western right-of-way of Chilton Drive and being the southeast corner of Lot 188 as recorded in Plat Book 41, Page 71 of the Cumberland County Registry; thence along said right-of-way N 15-48-17 W for a distance of 169.92 feet to a point, said point being the northeast corner of Lot 189 as recorded in said plat, and being located S 15-48-17 E for a distance of 76.96 feet from a one inch iron pipe found at the northeast corner of the Wilbert I. Stephens property as recorded in Deed Book 7107, Page 730 of the Cumberland County Registry; thence along the common line of Lot 189 and the Wilbert I. Stephens property S 74-15-07 W for a distance of 124.34 feet to a one inch iron pipe found, said pipe being the southeast corner of the Cumberland County property as described in Deed Book 3179, Page 467 of the Cumberland County Registry; thence along the common line of Lot 189 and the Cumberland County property S 73-51-18 W for a distance of 24.12 feet to **THE POINT OF BEGINNING**, thence continuing along said common line S 73-51-18 W for a distance of 20.02 feet to a point; thence leaving said common line N 14-07-04 W for a distance of 22.07 feet to a point; thence N 74-43-43 E for a distance of 42.17 feet to a point in the common line of the Cumberland County property and the Wilbert I. Stephens property; thence along said common line S 19-20-26 E for a distance of 10.03 to a point; thence leaving said common line S 74-43-43 W for a distance of 23.07 feet to a point; thence S 14-06-34 E for a distance of 11.76 feet to **THE POINT OF BEGINNING** as shown on the attached map prepared by WK Dickson, drawing number AS-14782U labeled "Exhibit A."

Also granted is the right to remove, reconstruct, install and/or relocate said utilities and /or accessories onto and within said lands of Grantor as may be necessary to accommodate future development or redevelopment of Grantor's property..

**For title reference, see the following in Cumberland County, N.C. Registry:**

Deed Book 3179, Page 467; Drawing Number AS-14782U; Pin No. 9496-06-38-8817-; "Phase V Annexation, Area 16"

TO HAVE, TO HOLD, AND TO ENJOY said right, easement, and privilege as above fully defined and described, in, on, under, over, through and across said land, and all privileges and appurtenances thereto belonging, to Grantee, its successors and assigns, forever, and that Grantor will warrant and defend the title to the same against the lawful claims of all persons.

Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN TESTIMONY WHEREOF, Grantor has signed and sealed this instrument, by authority duly given

COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina

\_\_\_\_\_(SEAL)  
CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST:

BY: \_\_\_\_\_  
CLERK

*(No Markings, to include Notary Seal are to be outside of the margin lines)*

NORTH CAROLINA – \_\_\_\_\_ COUNTY

I, \_\_\_\_\_ a Notary Public of \_\_\_\_\_ County and said State, do hereby certify that \_\_\_\_\_ personally came before me this day, and acknowledged that he/she is the Clerk to the Cumberland County Board of Commissioners; that \_\_\_\_\_ is the Chairman of said Board; that the seal affixed to the foregoing Utility Easement is the official seal of said Board; that said Utility Easement was signed and sealed by said Chairman and attested by the Clerk on behalf of said Board; all by its authority duly granted; and that said Clerk acknowledged the said Utility Easement to be the act and deed of the said Board.

WITNESS my hand and Notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Official Signature of Notary

My commission expires: \_\_\_\_\_

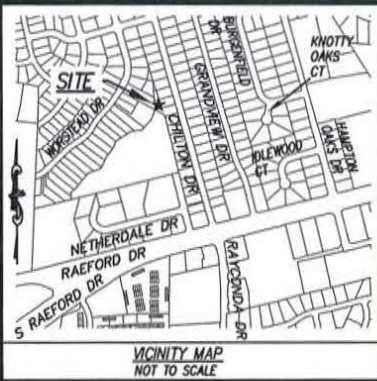
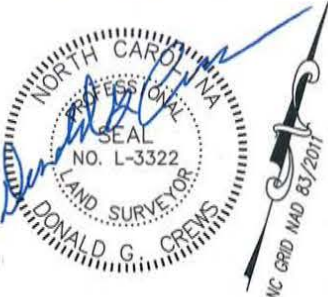
(SEAL)



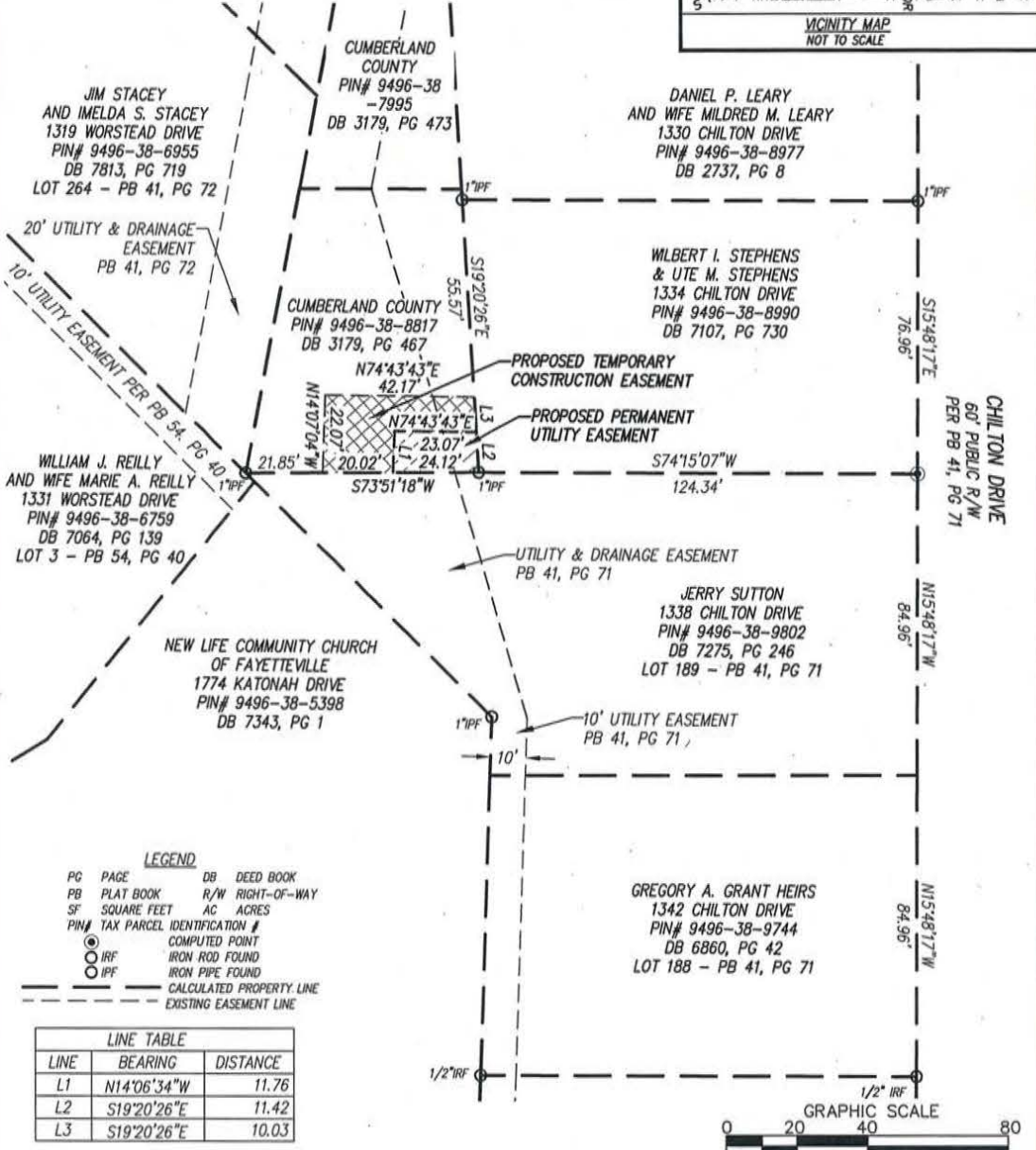
COMMENT: B. W.K. DICKSON & CO., INC. ALL RIGHTS RESERVED. REPRODUCTION OR USE OF THE CONTENTS OF THIS DOCUMENT, IN WHOLE OR IN PART, WITHOUT WRITTEN CONSENT OF W.K. DICKSON & CO., INC. IS PROHIBITED. ONLY THE ORIGINAL, HANDWRITTEN SIGNATURE AND SEAL SHALL BE CONSIDERED TO BE VALID. THIS COPIES.

I, DONALD G. CREWS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE PROPERTY LINES SHOWN HEREON ARE CALCULATED PROPERTY LINES AND WERE DRAWN FROM FIELD LOCATED BOUNDARY EVIDENCE AND/OR RECORDED DEEDS AND MAPS AS NOTED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000 ±; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 SECTION F-11-M AS AMENDED;

I FURTHER CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL.



THIS 17 DAY OF June, A.D. 2014.



**LEGEND**

PG PAGE DB DEED BOOK  
 PB PLAT BOOK R/W RIGHT-OF-WAY  
 SF SQUARE FEET AC ACRES  
 PIN# TAX PARCEL IDENTIFICATION #  
 ● COMPUTED POINT  
 ○ IRF IRON ROD FOUND  
 ○ IPF IRON PIPE FOUND  
 --- CALCULATED PROPERTY LINE  
 - - - EXISTING EASEMENT LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N14°06'34"W	11.76
L2	S19°20'26"E	11.42
L3	S19°20'26"E	10.03

- NOTES:
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
  - THE PROPERTY LINES SHOWN HEREON ARE CALCULATED PROPERTY LINES AND WERE DRAWN FROM FIELD LOCATED BOUNDARY EVIDENCE AND/OR RECORDED DEEDS AND MAPS AS NOTED HEREON. ALL FOUND PROPERTY CORNERS SHOWN WERE LOCATED BY AN ACTUAL FIELD SURVEY.
  - THIS MAP WAS PREPARED FOR RIGHT-OF-WAY AND/OR EASEMENT ACQUISITION PURPOSES ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

**AREA (BY COORDINATE COMPUTATION)**  
 TOTAL PARCEL AREA = 4,476 SF (0.10 AC)  
 (BY DEED/PLAT DIMENSIONS)  
 PERMANENT EASEMENT = 273 SF (0.01 AC)  
 TEMPORARY EASEMENT = 665 SF (0.02 AC)  
 REMAINING AREA = 3,538 SF (0.08 AC)

**W.K. DICKSON**  
 community infrastructure consultants  
 909 MARKET STREET  
 WILMINGTON, NC 28401  
 (t) 910-762-4200  
 (f) 910-762-4201  
 www.wkdickson.com  
 NC LICENSE NO. F-0374



PUBLIC WORKS COMMISSION  
 OF THE CITY OF FAYETTEVILLE, N.C.

**EXHIBIT 'A' - UTILITY EASEMENT - PWC AREA 16**

OWNER: CUMBERLAND COUNTY		
DEED BOOK: 3179	PAGE: 467	PIN#: 9496-38-8817
TOWNSHIP: SEVENTY-FIRST	COUNTY: CUMBERLAND	STATE: NORTH CAROLINA
PROJECT MANAGER: MWF	DRAWN BY: JRM	APPROVED BY: mmm 7/8/14
PROJECT# 20130147.00.RA	SCALE 1"=40'	DATE: 9/2013 THRU 4/2014

AS-14782.U

RICKEY L. MOOREFIELD  
County Attorney



PHYLLIS P. JONES  
Assistant County Attorney

ROBERT A. HASTY, JR.  
Assistant County Attorney

**OFFICE OF THE COUNTY ATTORNEY**

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

**MEMO FOR THE AGENDA OF THE OCTOBER 6, 2014,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; Co. Manager  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** September 29, 2014  
**SUBJECT:** Grant of Franchise for Operation of Courthouse and DSS Snack Bars

**BACKGROUND:**

Shana B. Yi and Jae Yong Yi (Lee) have been operating the snack bars in the Courthouse since 2003 and at DSS since 2008 under a franchise granted by the Board of Commissioners. The franchise expired September 30, 2014, but has a continuation provision subject to the approval of the Board. Finance Department reported to county management that the franchisee was current on all financial obligations under the franchise. Grant of the continuing franchise will require two readings.

**RECOMMENDATION/PROPOSED ACTION:**

County management and county attorney recommend approval of the first reading of this grant of franchise.



**NORTH CAROLINA**

**COUNTY OF CUMBERLAND**

**SNACK BAR FRANCHISE AGREEMENT**

*First Reading October 6, 2014*

*Second Reading October 20, 2014*

THIS AGREEMENT, made and entered into October \_\_\_\_\_, 2014, by and between SHANA B. YI and JAE YONG YI (LEE), d/b/a Go 'N Joy Restaurant, located at 412½-A North Bragg Boulevard, Spring Lake, North Carolina 28390, hereinafter referred to as "FRANCHISEE", and the COUNTY OF CUMBERLAND, a body politic and corporate of North Carolina, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY is desirous of continuing the grant of a franchise to a food services vendor for the purpose of operating a Snack Bar to provide food services to the visitors and staff of the Cumberland County Courthouse located at 117 Dick Street, Fayetteville, North Carolina 28301 (Courthouse Snack Bar) and the Cumberland County Department of Social Services (DSS) located at 1225 Ramsey Street, Fayetteville, North Carolina 28301 (DSS Snack Bar); and

WHEREAS, the COUNTY, through its Board of Commissioners, approved the grant of a franchise for the operation of these two snack bars to the FRANCHISEE upon a second reading at the regular meeting of the Board of Commissioners held November 7, 2011; and

WHEREAS, FRANCHISEE is a food services vendor and has operated the DSS Snack Bar as a franchisee of the County under a franchise agreement dated September 23, 2008, and the Courthouse Snack Bar as a franchisee of the County under a franchise agreement dated September 29, 2003 ; and

WHEREAS, FRANCHISEE desires to renew the franchises on the same terms in order to continue to provide the food services at the DSS Snack Bar and the Courthouse Snack Bar; and

WHEREAS, the Board of Commissioners of Cumberland County, North Carolina, finds that FRANCHISEE has fully performed all its obligations under the franchise agreements and each renewal thereof: and

WHEREAS, the Board of Commissioners desires to renew the described franchises on the same terms and to fully re-state those terms in this franchise agreement.

NOW, THEREFORE, for and in consideration of the promises and agreements hereafter set forth and the mutual benefits to be derived by the parties, the FRANCHISEE and the COUNTY promise and agree as follows:

1. **TERM:** The FRANCHISEE shall utilize said premises for the operation of a Snack Bar from October 1, 2014 through September 30, 2017, and, subject to the approval of the parties, shall renew thereafter for periods of three (3) years each.
2. **AGENCY AND AUTHORITY:** The COUNTY hereby designates Deputy County Manager James Lawson as its agent with respect to this Agreement. The Deputy County Manager is authorized, on behalf of the COUNTY, to negotiate directly with the FRANCHISEE on all matters pertaining to this Agreement. The FRANCHISEE agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be with the Deputy County Manager. Further, the FRANCHISEE specifically agrees that it shall not implement any requested modifications in the specifications of any of the services subject to this Agreement except in the manner described in the paragraph entitled MODIFICATION.
3. **SERVICES:**
  - a. During the term of this Agreement, COUNTY agrees that the FRANCHISEE shall be authorized to operate a Snack Bar for the purpose of providing food services at the Cumberland County Courthouse, 117 Dick Street, Fayetteville, North Carolina 28301 and at the DSS Building, 1225 Ramsey Street, Fayetteville, North Carolina 28301 (the Snack Bars). The FRANCHISEE has provided, at FRANCHISEE'S own expense, all the construction and equipment necessary to operate these snack bars and FRANCHISEE'S construction and equipment have been approved by the COUNTY. No external signage shall be allowed.
  - b. Food and drink items which are sold at the Snack Bars shall be palatable and of high quality. Prices charged for food and drink shall be no higher than that charged for similar merchandise in other similarly situated local places of business. Said prices are subject to reasonable, periodic adjustments by the FRANCHISEE in order to maintain reasonable profit margins in the operation of the Snack Bars.
  - c. The hours of operation for the FRANCHISEE to provide food services at the Snack Bars shall be weekdays from 7:30 a.m. until 3:00 p.m., closed Saturdays and Sundays, and COUNTY recognized holidays.
  - d. The FRANCHISEE shall employ adequate personnel to provide the needed food services and render prompt, courteous service. The FRANCHISEE will keep the kitchen facilities and equipment clean and orderly.
  - e. Trash disposal services, convenient to the Snack Bars, shall be provided by the COUNTY.
  - f. The FRANCHISEE shall operate the Snack Bars as an independent business enterprise, and shall hire and pay the wages and compensation of all its employees and agents. The FRANCHISEE shall be responsible for the conduct of its employees and agents.



- g. The FRANCHISEE shall not use or occupy, nor permit the Snack Bars or any part thereof, to be used or occupied for any unlawful business use or purpose deemed disreputable or extra hazardous or which will constitute a public or private nuisance or which is in any way detrimental, harmful, or prejudicial to the COUNTY, or is in violation of any laws, regulations, ordinances or codes, present or future.
  - h. If the COUNTY deems the performance of the FRANCHISEE and the operation of the Snack Bars as unsatisfactory for any reason, COUNTY will notify the FRANCHISEE in writing, providing details of said unsatisfactory performance. FRANCHISEE shall have thirty (30) days to eliminate any deficiencies. Failure to eliminate the deficiencies shall result in termination pursuant to paragraph 12.
  - i. In its operation of the Snack Bars, FRANCHISEE shall maintain a Grade "A" Health Inspection Rating issued by the North Carolina Department of Health and Human Resources, Division of Environmental Health Services. Failure to do so shall result in the immediate termination of the agreement.
  - j. Only those foods that have been properly inspected by U.S. Government agencies, and maintained according to Cumberland County Health Department standards may be utilized by the Snack Bar.
4. **RECORD KEEPING:** The FRANCHISEE agrees to keep its books, documents, and records relating to the provision of food services under this Agreement for a minimum of one year after the expiration of this franchise.
5. **FEES:** During the term of this Agreement, FRANCHISEE shall pay to the COUNTY Six Percent (6%) of the net sales generated by each of the Snack Bars ("the Commission") with a minimum Commission of \$500.00 per month for each of the Snack Bars. The term "net sales" shall mean the gross receipts of the Snack Bars less sales tax and discounts. The Commission shall be paid monthly, by the 15th day of the following month (i.e.: the Commission payable for the month of December shall be paid by January 15th). FRANCHISEE shall provide proof of sales to Cumberland County in the form of a copy of its "Monthly Business Report", along with a copy of cash register tapes, invoices, or other documentation as required by the County. Payments shall be made by check payable to "Cumberland County". Monthly checks and reporting information shall be mailed to: Cumberland County; Attention James Lawson; P. O. Box 1829; Fayetteville, NC 28302-1829.
6. **UTILITIES:** The COUNTY shall provide, at its own expense, to the FRANCHISEE power and water utilities necessitated by the operation of the Snack Bars to include the provision of potable water, all lighting, heating, and cooling requirements for the operation of each of the Snack Bars. The COUNTY shall provide electrical service for all equipment and outlets at the Snack Bars. Any natural gas service shall be provided by FRANCHISEE.



7. **MAINTENANCE:** The FRANCHISEE shall maintain and leave said premises in substantially as good condition as when received by it, excepting reasonable wear and tear. The FRANCHISEE shall provide all of the janitorial services necessary to properly maintain the snack bar.
  
8. **LICENSING:** The FRANCHISEE shall obtain, at its own expense, the necessary business and health inspection licenses from the State of North Carolina and the Cumberland County Board of Health and shall continuously comply with all applicable State, Federal, County and City of Fayetteville laws, ordinances and regulations.
  
9. **INSURANCE AND HOLD HARMLESS PROVISIONS:** The FRANCHISEE shall, at its sole cost and expense, secure and constantly maintain during the term of this Agreement public and product liability insurance and Workmen's Compensation insurance in the minimum amounts as follows:
  - a. Bodily Injury \$ 500,000.00 for each occurrence, and \$1,000,000.00 aggregate
  - b. Property Damage \$ 100,000.00 for each occurrence, and \$ 100,000.00 aggregate
  - c. Product Liability \$1,000,000.00 minimum coverage
  - d. Workmen's Compensation insurance covering all of the FRANCHISEE's employees who are engaged in any work at the Snack Bars. The coverage shall meet all statutory requirements.

The FRANCHISEE shall furnish the COUNTY a certificate of insurance evidencing the coverage set out above prior to FRANCHISEE beginning any work under this franchise agreement. The FRANCHISEE hereby agrees to release and hold harmless the COUNTY from all liability for personal injury and property damage arising out of the provision of food services under this Franchise Agreement, except that which is due to the active fault or negligence of the COUNTY. The insurance policy shall cover any such liability asserted against the COUNTY and the aforesaid obligation of the FRANCHISEE to hold the COUNTY harmless.

FRANCHISEE shall not be liable for injury or damage to persons or property except those resulting from the acts or negligence of FRANCHISEE or its employees. Neither FRANCHISEE nor the COUNTY shall be held responsible or liable for any loss or damage due to fire, flood, or by insurrection or riot, or other causes which are not avoidable or beyond the control of FRANCHISEE or the COUNTY, or in any event for consequential damages.

10. **NOTICES:** Unless otherwise specified herein, any written notices to the parties shall be sufficient if sent by certified mail, return receipt requested, or hand-delivered to:

For FRANCHISEE:

Shana B. Yi  
304 Wagoner Drive  
Fayetteville, NC 28303  
(910) 487-6919

FOR COUNTY:

James Lawson  
Deputy County Manager  
PO Box 1829  
Fayetteville, NC 28302-1829  
(910) 678-7726

11. **ASSIGNMENT:** The FRANCHISEE shall not assign its contract rights under this Agreement or any part thereof, nor delegate any performance hereunder, nor subcontract without first obtaining the COUNTY'S written approval.
12. **TERMINATION:** This Agreement may be terminated immediately by the COUNTY or the COUNTY may pursue any other remedy recognized in law or equity upon the violation of any of the terms of the contract. Either party may terminate the contract upon thirty (30) days' notice in writing to the other party. Upon the entering of a judgment of bankruptcy or insolvency by or against the FRANCHISEE, the COUNTY may immediately terminate this Agreement for cause. Upon termination or expiration of this Agreement, FRANCHISEE will immediately remove all equipment, food products, etc., owned by FRANCHISEE from the Snack Bars or any other areas at either Courthouse or the DSS facility controlled by FRANCHISEE.
13. **MISCELLANEOUS:**
  - a. The parties hereto, for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, handicap, or national origin in the course of fulfilling any obligation, duty, or service that arises as a result of this Agreement. More specifically, FRANCHISEE shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA), and all requirements imposed by Federal regulations, rules, and guidelines issues pursuant to these Titles for both personnel employed and customers served.
  - b. The FRANCHISEE will make no alterations or changes in the present facilities without prior approval of the COUNTY.
14. **MODIFICATIONS:** This Franchise Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

IN WITNESS WHEREOF, the FRANCHISEE and the COUNTY have caused their duly authorized officers to execute this instrument the day and year first above written, in triplicate originals, with one being retained by the FRANCHISEE, and two by the COUNTY.

[Signature Page Follows]

COUNTY OF CUMBERLAND

ATTEST:

BY: \_\_\_\_\_  
Jeanette Council, Chair

BY: \_\_\_\_\_  
CANDICE WHITE, Clerk

[COUNTY SEAL]

\_\_\_\_\_  
SHANA B. YI

\_\_\_\_\_  
JAE YONG YI (LEE)

ATTEST:

BY: \_\_\_\_\_  
WITNESS

*Drafted by R. Moorefield September 30, 2014*

Approved for Legal Sufficiency

\_\_\_\_\_  
County Attorney  
(X) Renewable  
Expiration Date: Sept. 30, 2017



RICKEY L. MOOREFIELD  
County Attorney



PHYLLIS P. JONES  
Assistant County Attorney

ROBERT A. HASTY, JR.  
Assistant County Attorney

**OFFICE OF THE COUNTY ATTORNEY**

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

**MEMO FOR THE AGENDA OF THE OCTOBER 6, 2014,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; Co. Manager; Jeffrey Brown; RHA/North Carolina MR, Inc.  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** September 29, 2014  
**SUBJECT:** Lease of Group Home Facility on Old Wilmington Road

**BACKGROUND:**

Jeffrey Brown reported to the Facilities Committee on September 4, 2014, on his discovery of a county-owned group home facility on Old Wilmington Road that has been occupied by a private company providing group home services for a number of years without a lease. The company is RHA/North Carolina MR, Inc. It is a North Carolina non-profit corporation. The company has indicated that it wishes to purchase the property at its appraised fair market value but needs to conduct due diligence activities before making an offer. The company is willing to lease the facility until the sale can be completed. The proposed lease terms are as follows:

**Premises:** 3,029 sq. ft. group home facility located at 800 Old Wilmington Road, Fayetteville

**Lessee:** RHA/North Carolina MR, Inc.

**Notice of Intent:** not required because less than one year term

**Use:** to continue use as a group home

**Term:** month to month, not to exceed four months

**Renewal Terms:** none

**Rent:** \$3,029 per month commencing October 1, 2014 (\$12/sq. ft.)

**Utilities:** lessee's responsibility

**Regular Inside Maintenance:** lessee's responsibility

**Janitorial:** lessee's responsibility

**Maintenance of Exterior, Parking Lot and Landscaping:** lessee's responsibility

**Insurance:** continuation of company's existing liability coverage

**Improvements:** none allowed

**Early Termination Provision:** not applicable

**RECOMMENDATION/PROPOSED ACTION:**

County attorney recommends the Board approve this lease by adopting the following resolution:

**BE IT RESOLVED** that the Cumberland County Board of Commissioners finds that the real property used as a residential group home located at 800 Old Wilmington Road, Fayetteville, NC, will not be needed for government purposes for the term proposed for the lease of the property to RHA/North Carolina MR, Inc., and the county manager is authorized to enter into a lease in accordance with the terms set out above and in such form as approved by the county attorney.

**STATE OF NORTH CAROLINA**

**COUNTY OF CUMBERLAND**

**LEASE AGREEMENT**

*Approved by the Board of Commissioners October 6, 2014*

This Lease Agreement is made and entered on the date indicated by each party between **RHA/North Carolina MR, Inc.**, a North Carolina non-profit corporation with a place of business in Cumberland County, 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".

**WITNESSETH:**

IN CONSIDERATION of the mutual promises hereinafter contained, and subject to the terms and conditions set forth or referred to, LESSOR does hereby lease and demise to LESSEE that real property consisting of a facility used by LESSEE as a residential group home located at 800 Old Wilmington Road, Fayetteville, N.C. 28301.

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 October 1, 2014, and shall continue month-to-month for a period not to exceed four months. The purpose of this term is to give LESSEE sufficient time to purchase the property at its fair market value subject to the upset bid procedure of G.S. 160A-269.
2. **RENT**: The rent shall be at an annual rate of \$12 per square foot payable in equal monthly installments on or before the 10<sup>th</sup> day of each and every month the property is leased in an amount of THREE THOUSAND TWENTY NINE DOLLARS (\$3,029).
3. **DEPOSIT**: LESSOR shall not require a security deposit from the LESSEE.
4. **MAINTENANCE**: LESSEE shall be completely responsible for all interior and exterior maintenance of the premises including all structural components, the HVAC system, the plumbing and electrical systems, the grounds, parking lot, pavement, and landscaping.
5. **UTILITIES**: LESSEE shall be completely responsible for all utility services necessary for its use of the premises.
6. **ASSIGNMENT OR SUB-LEASE**: LESSEE shall not assign this lease or sublet the leased premises or any part thereof without the written consent of LESSOR.



7. **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.
8. **CONDEMNATION:** If during the term of this lease 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.
9. **LESSOR'S RIGHT TO INSPECT:** 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.
10. **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.
11. **PERSONAL PROPERTY AND IMPROVEMENTS:** Any additions, fixtures, or improvements placed or made by 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.

12. **TAXES:** LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.
13. **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:**  
RHA/North Carolina MR, Inc.  
Attn: Jeanne Duncan  
17 Church Street  
Asheville, NC 28801

**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.

14. **ORDINANCES AND REGULATIONS:** LESSEE covenants and agrees to comply with all applicable local, state and federal rules, regulations, ordinances or statutes that pertain to the manner in which LESSEE shall use or occupy the leased premises.
15. **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.
16. **REPAIR:** LESSEE 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.
17. **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 attorney's 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.

18. **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.
19. **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.
20. **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.
21. **DESTRUCTION OF PREMISES:** If the leased premises should be completely destroyed or damaged so that the leased premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage.
22. **MODIFICATION:** This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
23. **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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

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

LESSEE: RHA/NORTH CAROLINA MR, INC.

ATTEST:

BY: \_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
President/CEO

[CORPORATE SEAL]

LESSOR: COUNTY OF CUMBERLAND

ATTEST:

BY: \_\_\_\_\_  
Candice White, Clerk

BY: \_\_\_\_\_  
Amy Cannon, County Manager

RICKEY L. MOOREFIELD  
County Attorney



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

26

PHYLLIS P. JONES  
Assistant County Attorney

ROBERT A. HASTY, JR.  
Assistant County Attorney

**OFFICE OF THE COUNTY ATTORNEY**

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

**MEMO FOR THE AGENDA OF THE OCTOBER 6, 2014,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; Co. Manager  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** September 30, 2014  
**SUBJECT:** Offer of Anthony Darden to Purchase Certain Real Property

**Attachment:** Proposed Advertisement

**BACKGROUND:**

The county acquired the real property with the PIN 9493-55-1006 located at 4726 Star Rite Lane, Parkton, NC, 28371 at a tax foreclosure sale in 2008 for a purchase price of \$5,750.79. It is a vacant residential lot in Upchurch Sands Subdivision with a tax value of \$10,000. Anthony Darden has made an offer to purchase the property for \$5,750.79. If the Board proposes to accept Mr. Darden's offer, the proposed sale must be advertised subject to the upset bid process pursuant to G. S. § 160A-269. The proposed advertisement is attached.

**RECOMMENDATION/PROPOSED ACTION:**

County attorney recommends the Board consider Mr. Darden's offer and if the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE  
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269

Take notice that the Board of Commissioners finds the following real property not needed for governmental purposes and proposes to accept the offer of Anthony Darden to purchase the property with PIN 9493-55-1006 located at 4726 Star Rite Lane, Parkton, NC 28371 for a purchase price of \$5,750.79. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

October \_\_\_\_\_, 2014

Candice White, Clerk to the Board



RICKEY L. MOOREFIELD  
County Attorney



ITEM NO. 24  
PHYLLIS P. JONES  
Assistant County Attorney  
ROBERT A. HASTY, JR.  
Assistant County Attorney

**OFFICE OF THE COUNTY ATTORNEY**

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

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 6, 2014  
MEETING OF THE BOARD OF COMMISSIONERS**

TO: Board of Commissioners; County Manager  
FROM: County Attorney, *R. Moorefield*  
DATE: September 24, 2014  
SUBJECT: Owner Redemption of Foreclosed Property Described as:

Lot 2 Jessie Bryant (0.16 Ac); 4566 S NC 87 Hwy  
(Located on NC Hwy 87 S off Smith Road)  
Pin 0443-52-5494; Grays Creek Township

**BACKGROUND:**

The County acquired the above-described property at a tax foreclosure sale May 29, 2014. The foreclosure judgment was for the amount of \$4,970.62, which included property taxes, interest and costs. The tax value of the property is \$7,070.00.

Joseph P. Riddle, III, made an offer to purchase the property for \$10,000 which was presented to the Board on September 2, 2014. The Board declared the property surplus and approved Mr. Riddle's offer on that date.

During that Board meeting, the former owner, Jessie J. Bryant, came to the county offices and paid \$4,970.62 to redeem the property. G.S. § 105-376(c) authorizes the Board of Commissioners to approve a resale to the former owner for the amount of the foreclosure judgment. It has been the Board's practice to allow a former owner to redeem foreclosed property. The property is Mr. Bryant's home. This was explained to Mr. Riddle by Hope Ward in the County Attorney's office and Mr. Riddle was very understanding.

**RECOMMENDATION/PROPOSED ACTION:**

Under these circumstances, the county attorney recommends the Board approve the resale to the former owner pursuant to G.S. § 105-376(c) and authorize the Chair to execute the attached deed.

No Revenue Stamps \_\_\_\_\_

PIN: 0443-52-5494

Approved by the Board of Commissioners October 6, 2014

Mail after recording to:           Jessie J. Bryant  
  4566 S. NC 87 Hwy.  
  Fayetteville, NC 28306

This instrument prepared by:       R. Moorefield, County Attorney

Brief description for the Index:    Lot 2 Jessie Bryant (0.16 ac); 4566 S NC 87 HWY

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**NORTH CAROLINA NON-WARRANTY DEED**

THIS DEED, made this \_\_\_\_ day of October, 2014 by and between:

**GRANTOR**

COUNTY OF CUMBERLAND,  
a body politic and corporate of  
the State of North Carolina

**GRANTEE**

JESSIE J. BRYANT  
4566 S. N.C. 87 Hwy.  
Fayetteville, NC 28306

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

**WITNESSETH:**

That Grantor, for valuable consideration, has remised and released and by these presents does remise, release, convey, and forever quitclaim unto the Grantee, its successors and assigns, all right, title, claim and interest of the Grantor in and to a certain lot or parcel of land lying and being in Gray's Creek Township, Cumberland County, North Carolina, and more particularly described as follows:

Beginning at a point in the western right of way margin of N.C. Highway 87 which has a right of way of 150 feet, said point being located North 00 degrees 26 minutes East 1056 feet from the intersection of the northern margin of S.R. 2237 with the western right of way margin of N.C. Highway 87; thence for a first call North 88 degrees 46 minutes West 181.40 feet to a set iron pipe; thence North 00 degrees 51 minutes East 50.99 feet to an existing wood stake in Atkinson's southern line; thence North 86 degrees 48 minutes East 181.39 feet to a set iron pipe in the western right of way margin of N.C. Highway 87; thence with the right of way of said road South 00 degrees 26 minutes 65.0 feet to a set iron pipe, the place and point of Beginning, being a parcel of land containing 10,507 square feet as per survey by Michael L. Walker, Registered Surveyor, dated June 25, 1984, and also being the same property conveyed in Book 3095, Page 821, Cumberland County Registry, North Carolina.

This description was taken from the deed to Cumberland County recorded June 5, 2014, in Book 9443, Page 299.

This conveyance is made subject to all outstanding property taxes and assessments.

TO HAVE AND TO HOLD, the aforesaid lot or parcel and all privileges and appurtenances belonging thereto to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its official name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Commissioners, the day and year first above written.

**COUNTY OF CUMBERLAND**

ATTEST:

BY: \_\_\_\_\_  
CANDICE H. WHITE, Clerk

BY: \_\_\_\_\_  
JEANNETTE M. COUNCIL, Chair  
Board of Commissioners

(SEAL)

**STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND**

I, HOPE N. WARD, a Notary Public in and for the State of North Carolina, certify that CANDICE H. WHITE personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners; that JEANNETTE M. COUNCIL is the Chair of the Board of Commissioners; that the seal affixed to the foregoing Deed is the Official Seal of said Board; that said Deed was signed and sealed by said Chair and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said CANDICE H. WHITE acknowledged the said Deed to be the act and deed of the said Board.

WITNESS my hand and seal this the \_\_\_\_ day of October, 2014.

\_\_\_\_\_  
HOPE N. WARD, NOTARY PUBLIC

My commission expires: \_\_\_\_\_



RICKEY L. MOOREFIELD  
County Attorney



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

25

PHYLLIS P. JONES  
Assistant County Attorney

ROBERT A. HASTY, JR.  
Assistant County Attorney

**OFFICE OF THE COUNTY ATTORNEY**

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

**MEMO FOR THE AGENDA OF THE OCTOBER 6, 2014,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; Co. Manager; Randy Beeman  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** September 30, 2014  
**SUBJECT:** Interlocal Agreement with the Town of Spring Lake for Continued Consolidation of 911 Dispatch Services

**Attachment:** Proposed Interlocal Agreement

**BACKGROUND:**

The existing interlocal agreement between the county and the Town of Spring Lake for the consolidation of the Town's 911 dispatch services with the county's 911 dispatch service expires on October 31, 2014. Emergency Management Director Randy Beeman reported to the county attorney that the consolidated service has been efficient and worked well and both the town and he wish to continue the consolidated service on a permanent basis with either party having the option to withdraw from the agreement at the end of any fiscal year by giving one year's notice to the other party. The town will continue to pay the county \$135,000 annually to offset the personnel costs incurred by the county for assuming the town's former dispatch personnel. The cost will be adjusted to reflect any COLAs provided by the county, but not to exceed 2.5% in any year. The Board of Aldermen for the town approved and executed the agreement on September 8, 2014.

**RECOMMENDATION/PROPOSED ACTION:**

County attorney recommends the Board resolve to approve and ratify the attached interlocal agreement with the Town of Spring Lake for execution by the Chair and to be reflected in the minutes.



NORTH CAROLINA

CUMBERLAND COUNTY

*Approved by the Board of Aldermen for the Town of Spring Lake* 9-8-2014

*Approved by the Cumberland County Board of Commissioners* \_\_\_\_\_

INTERLOCAL AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF  
SPRING LAKE FOR THE CONTINUED CONSOLIDATION OF 911 DISPATCH

THIS AGREEMENT is made and entered into to become effective on November 1, 2014, by and between CUMBERLAND COUNTY ("COUNTY") and the TOWN OF SPRING LAKE ("TOWN") for the purpose of continuing the consolidated provision of 911 dispatch services by COUNTY for TOWN.

WHEREAS, the COUNTY'S Emergency Communications Center ("ECC") is equipped to provide a central location and serve as a single agency for citizens to make and receive calls for public safety needs; and

WHEREAS, COUNTY and TOWN have previously entered into an interlocal agreement by which the TOWN'S emergency dispatch services were consolidated into the COUNTY'S ECC; and

WHEREAS, this existing interlocal agreement for the consolidation of this service will terminate on October 31, 2014; and

WHEREAS, the governing boards of these parties have deemed the continuation of this consolidated system of dispatch services will promote the most efficient delivery of dispatch services for TOWN and its residents; and

WHEREAS, the governing boards of the parties have approved this interlocal agreement for the purposes and in accordance with the terms expressed herein.

WITNESSETH:

NOW THEREFORE in consideration of the mutual obligations established and stated in the terms set forth below, the parties agree as follows:

1. TOWN and COUNTY agree that TOWN'S emergency dispatch and communications services shall continue to be consolidated into and assumed by the COUNTY'S ECC in accordance with the terms of this interlocal agreement.

2. This new agreement shall commence midnight, October 31, 2014 to the end that there is no lapse in the provision of the services by the COUNTY for the TOWN.

3. The ECC shall continue to assume and provide public safety and non-emergency dispatch services for the TOWN 24 hours a day 365 days a year. The ECC will operate as a single common recipient of notification of emergencies and calls for assistance, aid, and help from the general public, and as a dispatching center in response to such notifications. The ECC will provide dispatch services to the TOWN with highly-trained, certified and/or credentialed 9-1-1 employees to provide a quality, professional level of such services at all times. The day-to-day management and operation of the ECC shall continue to be under the supervision of and conducted by the COUNTY'S Emergency Services Director who reports to the County Manager.

4. TOWN shall pay COUNTY, as compensation for the dispatch services to be provided hereunder, the initial amount of \$135,000 annually. The amount of the compensation shall be increased by the same percentage as any COLA increase set forth in the COUNTY'S annual budget ordinance, subject to the limitation that this increase shall not exceed 2.5% in any fiscal year. The County Manager shall notify the Town Manager prior to May 15 of each year this Agreement is in effect of the projected compensation cost associated with this Agreement based on the County Manager's recommended budget. If the projected increase is adopted by the Board of Commissioners, the TOWN shall include such amount in its annual budget for the fiscal year commencing on July 1 of the year such notice is given. The COUNTY shall invoice the TOWN quarterly for the cost of such compensation on each September 30, December 31, March 31, and June 30, which this Agreement is in effect and the TOWN shall remit payment to the COUNTY within 30 days of receipt of invoice. The first quarterly payment shall be two-thirds of the usual quarterly payment since only the months of November and December will be included. Thereafter, the quarterly payments shall be equal to one-fourth of the annual payment. The maximum amount of increase for annual compensation shall not exceed two and one-half percent (2 1/2%) per year, even if the COUNTY'S budgeted COLA exceeds that percentage.

5. If any Public Safety Sales Tax is adopted or any equivalent source of funding is provided to the County Emergency Communication Center ("CECC") then the county will adjust the compensation paid by TOWN proportionally.

6. The compensation paid by TOWN as consideration for this agreement is to be at least partially funded by the re-allocation of TOWN'S former costs for the salaries and benefits of the TOWN'S former dispatch employees which have been employed by COUNTY. The parties agree that the compensation paid by TOWN to COUNTY shall be used by COUNTY to partially fund COUNTY'S personnel costs for these former TOWN employees. Because the parties intend that the TOWN is providing at least partial funding of these COUNTY personnel costs, COUNTY has agreed to continue in place all the provisions of the interlocal agreement expiring October 31, 2014 with respect to the date of hire, longevity, pay, and accrued sick leave for these former TOWN employees. To the extent that the employee benefits or compensation provided by the COUNTY to the former TOWN employees exceeds the employee benefits and compensation provided by COUNTY to its new hires, it is due to the consideration paid by TOWN under this agreement.



7. The ECC will provide primary call-screening and police dispatch services for TOWN through existing law enforcement call intake protocols; provided that TOWN'S police units will be dispatched on TOWN'S existing radio talk group channels used for patrol dispatch as long as TOWN updates and maintains its communications equipment and technology to avoid the ECC having to maintain dual equipment to dispatch to TOWN's police department. The ECC shall not maintain dual equipment to dispatch to TOWN'S police or fire departments under any circumstances.

8. Either party may withdraw from this Agreement by giving at least twelve (12) month's written notice of withdrawal by the withdrawing party's Manager to the other party's Manager. Termination of this Agreement shall only be effective as of June 30th of any year to coincide with the budgeting processes of both parties.

9. This agreement is subject to and shall be construed in accordance with the laws of North Carolina, and has been duly approved by and entered into the minutes of the governing boards of each party.

10. Any notice to be given by either party to the other under this agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail, return receipt requested, to the other party at the following address or to such other address as either party from time to time designates in writing to the other party for the receipt of notice:

TOWN:  
Town Manager

COUNTY:  
County Manager  
P.O. Box 1829  
Fayetteville, N.C. 28302

11. The parties may only amend this agreement by a writing approved by both boards and signed by their respective duly authorized representatives.

[Remainder of this page is intentionally blank]



WITNESS the following signatures and seals all pursuant to authority duly granted, on the dates indicated by each signature.

**TOWN OF SPRING LAKE**

**CUMBERLAND COUNTY**

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chair, Board of Commissioners


Date: 9-8-2014

Date: \_\_\_\_\_



**ATTEST:**

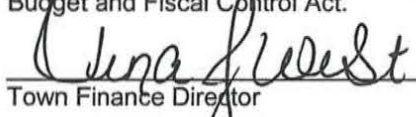
**ATTEST:**

  
\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Clerk to the Board

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

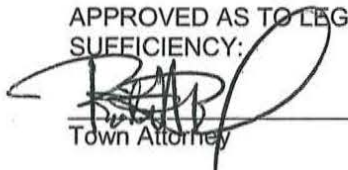
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

  
\_\_\_\_\_  
Town Finance Director

\_\_\_\_\_  
County Finance Director

APPROVED AS TO LEGAL SUFFICIENCY:

APPROVED AS TO LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Town Attorney

  
\_\_\_\_\_  
County Attorney

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B15-075</u>
Date Received	<u>9/17/14</u>
Date Completed	

Fund No. 101 Agency No. 422 Organ. No. 4218

Organization Name: Sheriff's Office

**ITEM NO.** 25(1)a

**REVENUE**

pg 1 of 2

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
To be assigned	Governor's Crime Commission-Crimes Against Children Conference Grant	0	6,791	6,791
		0		-
				-
				-
				-
	Total	0	6,791	6,791

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
To be assigned		Governor's Crime Commission-Crimes Against Children Conference Grant	0	6,791	6,791
					-
					-
					-
					-
		Total	0	6,791	6,791

**Justification:**

To establish budget for grant received through the Governor's Crime Commission. Project Name: 2014 Cumberland County Sheriff's Office Crimes Against Children Conference. Funds totaling \$6,791.10 were awarded and a 25% local match totaling \$2,263.70 is required.

**Funding Source:** State:  Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
**Fund Balance:** Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: Earl R. Butler Date: 9/15/14  
 Sheriff/ Department Head

Reviewed By: Deborah W. Shaw Date: 9/17/14  
 Finance

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Finance Director

Reviewed By: Lucrezia Cardinali Date: 9.26.14  
 Assistant County Manager

Approved By:	
<u>Amy Cannon</u>	Date: <u>9/30/14</u>
County Manager	
Board of County Commissioners	
	Date: _____



STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
GOVERNOR'S CRIME COMMISSION
1201 Front Street, Suite 200
Raleigh, NC 27609
Telephone:(919) 733-4564 Fax:(919) 733-4625
http://www.ncgccd.org

GRANT AWARD

Applicant: County of Cumberland
Project Name: 2014 - Cumberland County Sheriff's Office - Crimes Against Children Conference
Authorizing Official: Amy Cannon
Implementing Agency: Cumberland County Sheriff's Office
Address: 117 Dick St.
Fayetteville, North Carolina 28301-2429
Project Director: Lisa Blausler
Business Manager
Project Number: PROJ010695
Vendor Number: 566000291
Account Manager: CRM Administrator

Grant Period: 07/01/2014 - 09/30/2014

Budgets

Table with 7 columns: Period, Personnel, Contractual, Travel, Supplies, Equipment, Total. Row 1: Year 1, \$0.00, \$0.00, \$9,054.80, \$0.00, \$0.00, \$9,054.80. Row 2: Grant Budget Total, \$9,054.80

Table with 5 columns: Source, Federal Grant #, CFDA #, % Funding, Federal Award. Row 1: 2010::Byrne Justice Assistance Grants, 2010-DJ-BX-0045, 16.738, 75%, \$6,791.10

In accordance with the laws and regulations of the United States and the State Of North Carolina, and on the basis of the grantee's application, the Department of Public Safety hereby awards to the foregoing grantee an award in the amount above.

This grant is subject to the conditions listed in the approved grant application as well as all applicable rules, regulations and conditions, as may be described by the Department of Public Safety. Special conditions are attached to this award.

This grant shall become effective, as of the start date of the grant period listed, once this original grant award has been properly executed on behalf of the grantee and returned to the Governor's Crime Commission, attention of the Grants Management Director. The grant award must be returned within 30 days of the date the award is mailed from the Governor's Crime Commission. No alterations of any kind may be made on this grant award.

Authorizing Official

Governor's Crime Commission

Signature of Authorizing Official: Amy Cannon

Date: 7/31/14

Signature of Director: L. David Huffman

Date: 7/8/2014

Amy Cannon, Authorizing Official
Name and Title of Authorizing Official

L. David Huffman, Executive Director
Name and Title of Director

Project Director

Signature of Project Director: Lisa Blausler

Date: 7/21/14

Lisa Blausler, Business Manager
Name and Title of Project Director

This award is subject to the attached conditions, which must be signed by both the authorizing official and the project director, and returned along with this Grant Award. No alterations of any kind may be made on this grant award.



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B15-076</u>
Date Received	<u>9/17/14</u>
Date Completed	

Fund No. 101 Agency No. 422 Organ. No. 4218  
 Organization Name: Sheriff's Office

ITEM NO. 25(1)b

**REVENUE**

*pg 1 of 2*

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
To be assigned	Byrne 2014	0	158,288	158,288
		0		-
				-
				-
				-
	Total	0	158,288	158,288

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
To be assigned		Byrne 2014-Sheriff's Office	0	50,027	50,027
To be assigned		Byrne 2014-City of Fayetteville PD	0	108,261	108,261
					-
					-
					-
		Total	0	158,288	158,288

**Justification:**

To establish budget for 2014 Byrne grant received through the Department of Justice. Award Number is 2014-DJ-BX-0941. This is a joint grant with the City of Fayetteville PD. CCSO share is \$50,027 and Fay PD share is \$108,261, for a total of \$158,288. No match is required.

**Funding Source:**

**Fund Balance:**

State: \_\_\_\_\_ Federal: X County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: Earl R. Butler Date: 9/15/14  
 Sheriff/ Department Head

Reviewed By: Deborah W. Shaw Date: 9/17/14  
 Finance

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Finance Director

Reviewed By: Neissa Stardini Date: 9.26.14  
 Assistant County Manager

Approved By:	
<u>Amy Cannon</u>	Date: <u>9/30/14</u>
County Manager	
Board of County Commissioners	
Date: _____	

**Byrne Justice Assistance Grant 2014  
GMS Application 2014-H3680-NC-DJ  
Cumberland County, NC**

pg 2 of 2

**Budget Detail Worksheet  
Cumberland County Sheriff's Office  
Other Costs**

Subscription fee on DCI equipment to connect Mobile Data Computers and Office Terminals to NC State Bureau of Investigation:

225 Mobile Terminals x \$12.00/month x 6 months \$16,200

35 Desk terminals x \$25.00/month x 6 months \$5,250

User Charge for cellphone air cards in Mobile Data Terminals:

200 mobile aircards x \$39.00/mo x 3.7 months \$28,577

**Other Total \$50,027 CCSO**

**City of Fayetteville Police Department  
Equipment**

Patrolling Camera \$2,165.22 x 50 \$108,261

**Equipment Total \$108,261 FPD**

**Combined Budget Summary**

Personnel	\$0
Fringe Benefits	\$0
Travel	\$0
Equipment	\$108,261
Supplies	\$0
Consultants/Contracts	\$0
Other	\$50,027
Total Direct	\$158,288
Indirect	\$0
<b>Total Project Costs</b>	<b>\$158,288</b>
Federal Request	\$158,288
Non-Federal Amount	None





**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B15-077
Date Received	9/19/2014
Date Completed	

Fund No. 101 Agency No. 437 Organ. No. 4365  
 Organization Name: Social Services

ITEM NO. 2J(3)

**REVENUE** Pg 1 of 2

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901 (101-999-9999)	Fund Balance Appropriated		(150,000)	
Total			(150,000)	

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3433	241	Maintenance and Repair Equipment	93,016	(80,000)	13,016
3610	242	Capital Outlay Equipment	324,108	(70,000)	254,108
Total			417,124	(150,000)	267,124

**Justification:**

Per request from DSS, budget revision in the amount of \$150,00 to move certain expenditures from the DSS budget to the Facilities Management budget in order to facilitate reimbursement of the allocable Federal and State share of these costs. These expenditures will be included in the annual cost allocation plan which will become the basis for DSS to request reimbursement for the Federal and State shares of the cost. Expenditures included in this budget revision include \$80,000 for automation of the Air Handling Unit System and \$70,000 to replace an Air Handling Unit in the DSS Computer Lab.

**Funding Source:** State: \_\_\_\_\_ Federal: \_\_\_\_\_ Other: \_\_\_\_\_  
**Fund Balance:** County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Prior Year: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Department Head  
 Reviewed By: Bob Sucher Date: 9/30/14  
 Finance  
 Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Finance Director  
 Reviewed By: Theresa D'Amico Date: 9.30.14  
 Assistant County Manager

<b>Approved By:</b>	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B15-078</u>
Date Received	<u>9/19/14</u>
Date Completed	

Fund No. 101 Agency No. 437 Organ. No. 4365  
 Organization Name: SOCIAL SERVICES

**ITEM NO.** 25(4)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
432	FAMILY TO FAMILY	0	6,953	6,953
Total		0	6,953	6,953

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
432E	241	FAMILY TO FAMILY	0	6,953	6,953
Total			0	6,953	6,953

**Justification:**

To recognize funds from the Annie E. Casey Foundation for a Child Welfare Initiative Agreement.

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ Fund Balance: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \$ 6,953 Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: <u>[Signature]</u> Department Head	Date: <u>9-9-14</u>	Approved By:  _____ Date: _____ County Manager  Board of County Commissioners Date: _____
Reviewed By: <u>[Signature]</u> Finance	Date: <u>9/19/14</u>	
Reviewed By: _____ Finance Director	Date: _____	
Reviewed By: <u>[Signature]</u> Assistant County Manager	Date: <u>9.26.14</u>	



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B15-100</u>
Date Received	<u>9/29/14</u>
Date Completed	

Fund No. 101 Agency No. 437 Organ. No. 4367  
 Organization Name: Grant Family Violence Care Center

**ITEM NO.** 25(5)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4379	NC MISCELLANEOUS		5,500	5,500
Total		0	5,500	5,500

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2992	246	DEPARTMENTAL SUPPLIES	2,700	1,691	4,391
2994	246	MISCELLANEOUS FURNITURE & EQUIPMENT	1,000	3,809	4,809
Total			3,700	5,500	9,200

**Justification:**

To recognize receipt of the E Hudspeth Grant through Cumberland Community Foundation. The grant will be used to purchase playground and exercise equipment for the Care Center Family Violence Shelter.

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: 5,500 Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

**Fund Balance:**

Submitted By: <u><i>Brenda Gault</i></u> Department Head	Date: <u>9/29/14</u>	Approved By:  _____ Date: _____ County Manager  Board of County Commissioners Date: _____
Reviewed By: <u><i>Bob Tucker</i></u> Finance	Date: <u>9/29/14</u>	
Reviewed By: _____ Finance Director	Date: _____	
Reviewed By: <u><i>Nicissa Dardaine</i></u> Assistant County Manager	Date: <u>9-29-14</u>	

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B15-101
Date Received	9/29/2014
Date Completed	

Fund No. 620 Agency No. 444 Organ. No. 4442  
 Organization Name: Crown Center

**ITEM NO.** 2J(6)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated	0	2,088	2,088
Total		0	2,088	2,088

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3439	487	Maintenance Service Contract	0	2,088	2,088
Total			0	2,088	2,088

**Justification:**

Revision to appropriate Crown fund balance in the amount of \$2,088 to pay final invoice (dated 9/4/14) from Fleming & Associates for consulting services regarding water entry into the Crown steel pipes. (The original purchase order was inadvertently allowed to lapse with the conversion of the Crown's management to Global Spectrum)

**Funding Source:**

State: \_\_\_\_\_ Federal: \_\_\_\_\_ Fund Balance: \_\_\_\_\_ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Department Head  
 Reviewed By: Bob Tucker Date: 9/29/14  
 Finance  
 Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Finance Director  
 Reviewed By: Michael Ordinale Date: 9.29.14  
 Assistant County Manager

<b>Approved By:</b>	
_____	Date: _____
County Manager	
_____	Date: _____
Board of County Commissioners	
_____	Date: _____

Patricia Hall,  
Chair  
Town of Hope Mills

Charles C. Morris,  
Vice-Chair  
Town of Linden

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

Donovan McLaurin  
Wade, Falcon & Godwin



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

*Planning & Inspections Department*

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Vikki Andrews,  
Diane Wheatley,  
Carl Manning,  
Walter Clark,  
Cumberland County

Benny Pearce,  
Town of Eastover

September 22, 2014

ITEM NO. 3/3 A

MEMORANDUM – BOARD OF COMMISSIONERS MEETING

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TOM LLOYD, DIRECTOR OF PLANNING AND INSPECTIONS *TJL*

THRU: AMY CANNON, COUNTY MANAGER  
JAMES LAWSON, DEPUTY COUNTY MANAGER

SUBJECT: PUBLIC HEARING FOR THE ANNUAL ROAP GRANT

**BACKGROUND:**

According to the attached memo from our Transportation Program Coordinator, the NCDOT deadline for our yearly application for ROAP funds is October 24, 2014. The required Public Hearing has been advertised in the Fayetteville Observer on Wednesday, September 24, 2014 for the Board's October 6, 2014 9:00 A.M. meeting. This application may be inspected at the Historic County Courthouse located at 130 Gillespie Street from 8:00 am to 4:00 pm, Monday thru Friday.

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

**RECOMMENDATION:**

Review the attached application and conduct a Public Hearing on October 6, 2014.

**PROPOSED ACTION**

Conduct the Public Hearing and approve the FY 2015 Application for ROAP grant funds.

**ATTACHMENTS**

FY 2015 Rural Operating Assistance Program (ROAP) Grant Application



Alfred Foote  
Chairman

Thomas Lloyd  
Vice Chairman




Kristine Wagner  
Transportation Coordinator

CUMBERLAND COUNTY  
TRANSPORTATION ADVISORY BOARD

September 22, 2014

MEMORANDUM

To: Thomas Lloyd, Planning & Inspections Director  
From: Kristine Wagner, Transportation Program Coordinator   
Subject: FY 2015 ROAP Application

Enclosed you will find the FY 2015 Rural Operating Assistance Program Grant Application and all supporting documentation. It is requested that the Public Hearing be held on October 6, 2014 at the 9:00 am Commissioners' Meeting. The required Public Hearing has been advertised in the Fayetteville Observer on Wednesday, September 24, 2014. In addition to holding the Public Hearing on that date, it is requested that the Board of Commissioners approve the application as presented. The due date for the project to be turned in to the NCDOT Public Transportation Division is October 24, 2014.

The ROAP Grant incorporates three parts of the Community Transportation Program, the Elderly and Disabled Transportation Assistance Program (EDTAP) allotment, the Employment Transportation Assistance Program (EMPL) allotment and the Rural General Public Program (RGP) allotment. The total awarded amount for the FY 2015 ROAP Grant is \$337,777. The breakdown of funding is as follows: EDTAP: \$140,291, EMPL: \$94,283, and RGP: \$103,203.

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

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

Thank you.

**CERTIFIED STATEMENT**  
**FY2015**  
**RURAL OPERATING ASSISTANCE PROGRAM**  
County of Cumberland

**WHEREAS**, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Public Transportation Division provides funding for the operating cost of passenger trips for counties within the state;

**WHEREAS**, the county uses the most recent transportation plans (i.e. CTSP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

**WHEREAS**, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

**WHEREAS**, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

**WHEREAS**, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1A, FTA C 4704.1, Americans with Disabilities Act 1990); and

**WHEREAS**, the period of performance for these funds will be July 1, 2014 to June 30, 2015 regardless of the date on which ROAP funds are disbursed to the county.

**NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Cumberland North Carolina certify that the following statements are true and accurate:**

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips and services for five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.



- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2015 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in a semi-annual report and a final year-end report to NCDOT – Public Transportation Division or its designee.
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amounts of FY2015 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly & Disabled Transportation Assistance Program (EDTAP)	\$140,291	\$140,291
Employment Transportation Assistance Program (EMPL)	\$94,283	\$94,283
Rural General Public Program (RGP)	\$103,203	\$103,203
<b>TOTAL</b>	<b>\$337,777</b>	<b>\$337,777</b>

WITNESS my hand and county seal, this \_\_\_\_ day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of County Manager/Administrator  
Amy Cannon

\_\_\_\_\_  
Printed Name of County Manager/Administrator

State of North Carolina County of Cumberland



\_\_\_\_\_  
Signature of Board of County Commissioners Chairperson  
Jeannette Council

\_\_\_\_\_  
Printed Name of Chairperson

\_\_\_\_\_  
Signature of County Finance Officer

Melissa Cardinali

\_\_\_\_\_  
Printed Name of County Finance Officer



## Public Hearing Notice

This is to inform the public of the opportunity to attend a public hearing on the proposed Rural Operating Assistance Program (ROAP) application to be submitted to the North Carolina Department of Transportation no later than October 24, 2014 by the County of Cumberland. The public hearing will be held on October 6, 2014 at 9:00 am at the Cumberland County Board of Commissioners meeting in the County Courthouse located at 117 Dick Street. Cumberland County will provide auxiliary aids and services under the ADA for disabled persons who wish to participate in the hearing. Anyone requiring special services should contact Ms. Kristine Wagner as soon as possible so that arrangements can be made.

The programs included in the Rural Operating Assistance Program application are:

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

The period of performance for Rural Operating Assistance Program funds is July 1, 2014 through June 30, 2015. The FY 2015 ROAP individual program totals are:

<b>PROGRAM</b>	<b>TOTAL</b>
EDTAP	\$140,291
EMPL	\$94,283
RGP	\$103,203
<b>TOTAL</b>	<b>\$337,777</b>

This application may be inspected at the Historic County Courthouse located at 130 Gillespie Street from 8:00 am to 4:00 pm, Monday thru Friday. Written comments should be directed to Ms. Kristine Wagner, Transportation Program Coordinator, 130 Gillespie Street, Fayetteville, NC 28301, before October 1, 2014.

## Comunicado publico

Este llamado es para invitar a la comunidad a asistir a la audiencia pública sobre la propuesta para someter una aplicación del programa Rural Operating Assistance Program (ROAP) al Departamento de Transporte de Carolina del Norte para el condado de Cumberland. Las aplicaciones se aceptarán hasta el 24 de octubre del 2014. La audiencia pública se llevara a cabo el 6 de octubre del 2014 a las 9:00 am durante la reunión de los Comisionados del condado de Cumberland en el Palacio de Justicia ubicado en la calle 117 Dick Street. El Condado de Cumberland proveerá ayuda y servicios auxiliares bajo el programa "ADA" a aquellas personas discapacitadas que deseen participar en la audiencia. Alguna otra persona que requiera de estos servicios especiales deberá contactar a la señora Kristine Wagner lo antes posible para hacer los arreglos necesarios.

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

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

El periodo de cumplimiento de los fondos del programa "Rural Operating Assistance Program" se llevará a cabo desde el 1 de julio del 2014 hasta el 30 de junio del 2015. Los totales de cada programa del año fiscal 2015 son:

<b>PROGRAMA</b>	<b>TOTAL</b>
EDTAP	\$140,291
EMPL	\$94,283
RGP	\$103,203
<b>TOTAL</b>	<b>\$337,777</b>

Esta aplicación puede ser examinada en el Histórico Palacio de Justicia del Condado de Cumberland ubicada en la calle 130 Gillespie Street des de las 8:00am hasta las 4:00 pm de lunes a viernes. Si tiene algún comentario por escrito, envíelo a la Sra. Kristine Wagner, 130 Gillespie St., Fayetteville, NC 28301, antes del 1 de octubre del 2014.

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Important – A public hearing MUST be conducted whether or not requested by the Public.

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## ROAP PUBLIC HEARING RECORD

Date Public Notice was published: September 24, 2014

**APPLICANT:** County of Cumberland

**DATE:** October 6, 2014

**PLACE:** Cumberland County Courthouse Room 118

**TIME:** 9:00 AM

How many COMMISSIONERS attended the public hearing? \_\_\_\_\_

How many members of the PUBLIC attended the public hearing? \_\_\_\_\_

### Public Attendance Surveys

(Attached)

(Offered at Public Hearing but none completed)

---

I, the undersigned, representing (*Legal Name of Applicant*) County of Cumberland do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

### During the Public Hearing

(NO public comments)

(Public Comments were made and meeting minutes will be submitted after board approval)

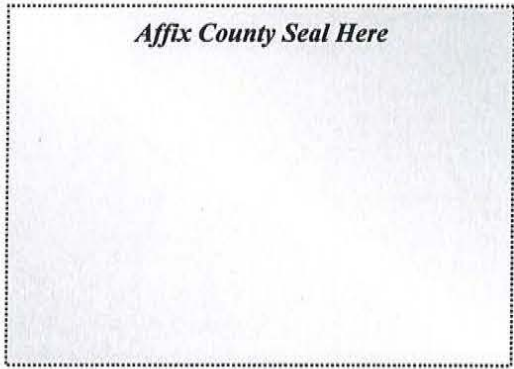
The estimated date for board approval of meeting minutes is: \_\_\_\_\_

\_\_\_\_\_  
Signature of Clerk to the Board

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

*Affix County Seal Here*





## Voluntary Title VI Public Involvement

Title VI of the Civil Right's Act of 1964 requires North Carolina Department of Transportation to gather statistical data on participants and beneficiaries of the agency's federal-aid highway programs and activities. The North Carolina Department of Transportation collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population affected by a proposed project.

The North Carolina Department of Transportation wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested in order to participate in this meeting. This form is a public document.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact Sharon Lipscomb, the Title VI Manager at telephone number 919.508.1808 or email at [slipscomb@ncdot.gov](mailto:slipscomb@ncdot.gov).

Project Name:		Date:
Meeting Location:		
Name (please print)	Gender:	
	<input type="checkbox"/> Male <input type="checkbox"/> Female	
General ethnic identification categories (check one)		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other: _____
Color:	National Origin:	


After you complete this form, please fold it and place it inside the designated box on the registration table.

Thank you for your cooperation.

# Application for Transportation Operating Assistance

## *FY2015 Rural Operating Assistance Program Funds*

<b>Name of Applicant (County)</b>	<b>County of Cumberland</b>
<b>County Manager</b>	<b>Amy Cannon</b>
County Manager's Email Address	<a href="mailto:acannon@co.cumberland.nc.us">acannon@co.cumberland.nc.us</a>
<b>County Finance Officer</b>	<b>Melissa Cardinali</b>
CFO's Email Address	<a href="mailto:mcardinali@co.cumberland.nc.us">mcardinali@co.cumberland.nc.us</a>
CFO's Phone Number	910-678-7745
<b>Person Completing this Application</b>	<b>Kristine Wagner</b>
Person's Job Title	Transportation Program Coordinator
Person's Email Address	<a href="mailto:kwagner@co.cumberland.nc.us">kwagner@co.cumberland.nc.us</a>
Person's Phone Number	910-678-7624
<b>Community Transportation System</b>	<b>Community Transportation Program</b>
Name of Transit Contact Person	Kristine Wagner
Transit Contact Person's Email Address	<a href="mailto:kwagner@co.cumberland.nc.us">kwagner@co.cumberland.nc.us</a>

Application Completed by:  Date: 9/22/14  
Signature

**I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines.**

County Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

County Finance Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

### Application Instructions

**County officials should read the ROAP Program State Management Plan which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.**

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If needed, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-PTD Mobility Development Specialist assigned to the area served by the transit system.



## FY2015 ROAP Program Schedule

Pre-Deadline Disbursement (25%)	September 26, 2014
Application Deadline	October 24, 2014
Final Disbursement (75%)	November 14, 2014

*The 25% disbursement must be returned to the state if a ROAP application is not received by the application deadline. The Final Disbursement will occur only after review and approval of this ROAP application.*

### County's Management of ROAP Funds

All counties are eligible to receive Rural Operating Assistance Program (ROAP) funding from the State of North Carolina. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process.
- ROAP funds are expended on eligible activities only.
- Supporting documentation of expenditures is maintained.
- Service recipients meet eligibility requirements and their eligibility is documented.
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips and expenditures is provided in a semi-annual report to NCDOT.
- ROAP funds received and expended are included in the local annual audit.

Transportation Needs and Public Involvement in Funding Decisions	Yes or No
A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the community transit system, to recommend how the ROAP funds should be sub-allocated?	<b>Yes</b>
B. In addition to the public hearing notice and the public hearing, were other outreach efforts conducted to inform the public about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided to sub-allocate the ROAP funds? <b>The "EDTAP Agency Application" is advertised in the local paper. Not only does this help determine needs, possibly provide new sub-allocations, but it also markets current programs and informs the public of funding.</b>	<b>Yes</b>
C. Does the federally funded Community Transportation System operating in the county have a Community Transportation Service Plan (CTSP) or Community Transportation Improvement Plan (CTIP) that was developed in the last five years or being completed at this time? <i>Date of the plan: N/A</i>	<b>No</b>
D. Does your county have a Coordinated Public Transit-Human Services Transportation Plan (LCP) that provides a list of unmet transportation needs and/or gaps in transportation services? <i>Date of the plan: The newest plan was approved by the Commissioners on October 7, 2013.</i>	<b>Yes</b>
E. Does the county have other transportation plans that address public transportation needs?	<b>No</b>
If yes, list and describe these plans. <b>N/A</b>	



F. How did the county decide who would receive the ROAP funds? List the names of anyone who participated in the decision to suballocate the ROAP funds and their role in the community.  
**The Transportation Advisory Board approves the EDTAP sub-allocations based upon the “EDTAP Agency Applications” received. The EMPL funds are used by the Community Transportation Program to provide services to qualified individuals within urban areas where urban systems do not operate in the county. DSS Work First also receives a portion of the EMPL funds to provide transportation to their annual job fair. The RGP funds are not sub-allocated as the Community Transportation Program provides demand response to rural areas within the entire county to qualified individuals. The only funds which may be allocated to an agency/organization are EDTAP funds. All other funds are used on an individual basis to serve the entire County of Cumberland.**

G. How did the county decide on the amount of ROAP funds to sub-allocate to a subrecipient?  
**Allocations were based upon the “EDTAP Agency Application” and also on prior allocation / expenditure amounts.**

Financial Management of ROAP Funds	Yes or No
------------------------------------	-----------

H. Does the county disburse/allocate ROAP funds to any county governmental departments?	Yes
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I. If yes, how does the county account for these funds within the county’s accounting system? <b>ROAP funds are accounted for and managed separately in their own organization and line within the County’s accounting system.</b>	
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J. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?	No
---	----

K. If yes, does the county have a written agreement with these agencies that addresses the proper use and accountability of these funds? <i>(Include a sample agreement with application)</i>	N/A
---	-----

L. ROAP funds cannot be used instead of using the existing transportation funding an agency or organization receives from any other funding source. If any of the departments, agencies or organizations receiving ROAP funding from the county get transportation funding from other Federal, State or Local funding sources, list those funding programs: N/A	
--	--

M. Do any subrecipients receive ROAP funds before any trips are provided, and refund the unused portion at the end of the period of performance? <b>Sub-recipients do not receive payment until all trips are verified by the Transportation Program Coordinator and the Finance Department.</b>	No
---	----

N. Are ROAP funds being deposited in an interest bearing account?	Yes
If no, then why aren’t ROAP funds deposited in an interest bearing account? N/A	

O. What does the county do with the interest from the ROAP funds? <b>It remains in the budget and can become available to spend on transportation by appropriating the fund balance.</b>	
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P. Does the county provide any local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds? <b>The County provides some assistance to the Community Transportation Program.</b>	Yes
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Q. Is supporting documentation maintained for all ROAP grant financial transactions for five years? <b>IMPORTANT: Yes is the only correct answer.</b>	Yes
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Monitoring and Oversight Responsibilities	Yes or No
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R. The Finance Officer OR the Executive Director of an eligible transportation authority will be responsible for the oversight and evaluation of the transportation services provided with the ROAP funding? <b>IMPORTANT: Yes is the only correct answer.</b>	Yes
--	-----

S. Does the county require the subrecipients of ROAP funds to provide progress reports and statistical data about the trips provided with ROAP funds? <b>Trip data must be submitted with invoices. The Transportation Program Coordinator tracks all data and submits quarterly reports to the Transportation Advisory Board.</b>	<b>Yes</b>
T. If progress reports and/or operating statistical reports are required by the county, how frequently are these provided to the county for evaluation? <b>Quarterly reports are provided to the Transportation Advisory Board. Monthly reports are available if requested.</b>	
U. Does the county require the subrecipients of ROAP funds to use the transportation services of the federally funded Community Transit System operating in the county? <b>Sub-recipients are required to use the contracted services selected by the Transportation Advisory Board, unless they can provide the service at a lower cost with agency vehicles.</b>	<b>No</b>
V. Are subrecipients of ROAP funds coordinating transportation services with other subrecipients in the county therefore reducing any duplication of effort?	<b>Yes</b>
<b>Accountability to North Carolina Taxpayers</b>	<b>Yes or No</b>
W. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	<b>Yes</b>
X. Is the county prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at the specified cost?	<b>Yes</b>
Y. A <b>semi-annual</b> ROAP Report must be completed and sent to NCDOT. Who will be designated to complete these reports in FY2015? <i>(name, title, employer)</i> <b>Kristine Wagner, Transportation Program Coordinator, County of Cumberland</b>	

## Elderly and Disabled Transportation Assistance Program

The Elderly and Disabled Transportation Assistance Program (EDTAP), originally enacted by legislation in the 1989 Session of the North Carolina General Assembly (Article 2B, 136-44.27), provides operating assistance funds for the transportation of the state's elderly and disabled citizens. This transportation assistance allows the elderly and disabled to reside for a longer period in their homes, thereby enhancing their quality of life.

Elderly and Disabled Transportation Assistance Program Questions	Yes or No
A. What will be the purposes of the trips provided with EDTAP funds? <i>(Check all that apply)</i> <input checked="" type="checkbox"/> Personal care activities, medical appointments, pharmacy pick-up, shopping, bill paying, meetings, classes, banking <input type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training, GED classes <input type="checkbox"/> Transportation to workplace <input type="checkbox"/> Group field trips/tours to community special events (Federal charter regulations apply to transit.) <input type="checkbox"/> Overnight trips to out-of-county destinations (Federal charter regulations apply to transit) <input type="checkbox"/> Human service agency appointments	
B. How will the transportation service be provided? <i>(Check all that apply)</i> <input type="checkbox"/> Public Transportation System <input checked="" type="checkbox"/> Private Provider <input type="checkbox"/> Taxi Service <input type="checkbox"/> Agency Staff Driver <input type="checkbox"/> Volunteer Driver Program	



<p>C. Are any of the EDTAP services you are funding, listed as an unmet need or gap in service in the Public Transit-Human Service Coordination Plan or any other transportation plan for your county? <i>See these page numbers in the plan: 19</i>  <b>Plan Title: Locally Coordinated Human Service Transportation Plan</b>  <b>A medium priority need listed on page 19 states “More door to door service for the elderly and disabled”. The Community Transportation Program has always used EDTAP funds to provide door-to-door transportation for its elderly/disabled clients.</b></p>	<p><b>Yes</b></p>
<p>D. Does the federally funded Community Transit System operating in your county receive a sub-allocation of EDTAP funds?</p>	<p><b>Yes</b></p>
<p>If yes, does the county dictate which agencies and organizations will receive transportation services with any of the EDTAP funds the transit system receives?  <b>The Community Transportation Program uses EDTAP to provide medical transportation to qualified individuals, as long as they cannot be transported by ADA or Medicaid. The Transportation Advisory Board approves sub-allocations for EDTAP from agency applications.</b></p>	<p><b>No</b></p>
<p>Can the Community Transit System use any of the EDTAP funds it receives to provide transportation for elderly and disabled citizens of the county who do not have a human service agency or organization to pay for the service?</p>	<p><b>Yes</b></p>
<p><b>Elderly and Disabled Transportation Assistance Program Questions (con't)</b></p>	<p><b>Yes or No</b></p>
<p>If the transit system’s Community Transportation Service Plan (CTSP) is less than six years old, does it describe and evaluate the services the transit system is providing for the elderly and disabled? <i>See these page numbers in the plan: N/A</i>  <b>Plan Title: N/A</b></p>	<p><b>N/A</b></p>
<p>Does the CTSP recommend any new EDTAP funded services for FY2015?  <i>See these page numbers in the plan: N/A</i>  <b>Plan Title: N/A</b></p>	<p><b>N/A</b></p>
<p>E. Will any of the subrecipients use their EDTAP sub-allocation as matching funds for any of the following programs? (<i>Matching funds for operating assistance only.</i>)  5310 – Elderly Individuals and Individuals with Disabilities Program  5311 - Non-urbanized Area Formula Program  5316 – Job Access and Reverse Commute Program (JARC)  5317 – New Freedom Program</p>	<p><b>No</b></p>
<p>F. Will any of the subrecipients of EDTAP funds charge a fare for an EDTAP funded trip?</p>	<p><b>No</b></p>
<p>If yes, how much will the fare be? <i>N/A</i></p>	
<p>If yes, how will the fare revenue be used? <i>N/A</i></p>	
<p>G. Do any of the subrecipients of EDTAP funds restrict EDTAP funded trips based on the origin, timing or destination of the trip?  <b>The Community Transportation Program uses EDTAP to provide medical transportation (doctor appointments and pharmacy trips). Service Source (Employment Source) uses EDTAP as mileage reimbursement to provide transportation for disabled clients to work enclaves.</b></p>	<p><b>Yes</b></p>



<p>H. Is there a process or policy for determining when it is appropriate to transfer EDTAP funds from one sub-recipient to another to prevent there being unspent funds at the end of the period of performance?  <b>The Transportation Program Coordinator monitors expenditures on a monthly basis. Data is shared with the TAB quarterly. The Transportation Program Coordinator will work with the agencies to determine if funds need to be transferred, and then will present the information to the TAB.</b></p>	<p><b>Yes</b></p>
<p>I. EDTAP funded trips are expected to be provided throughout the entire year. If the EDTAP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation trips?  <b>Funds are monitored on a monthly basis. Individuals may be limited on the number of trips allowed per month, in order to sustain transportation throughout the 12 month grant period.</b></p>	<p><b>No</b></p>

### Employment Transportation Assistance Program

The Employment Transportation Assistance Program (EMPL) is intended to help DSS clients that transitioned off Work First or TANF in the last 12 months, Workforce Development Program participants and/or the general public to travel to work, employment training and/or other employment related destinations.

Employment Transportation Program Questions	Yes or No
<p>A. What will be the purposes of the transportation services provided with EMPL funds? <i>(Check all that apply)</i></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training</li> <li><input checked="" type="checkbox"/> Transportation to workplace (Scheduled by the individual only. No agency scheduled trips.)</li> <li><input checked="" type="checkbox"/> Child(ren) of working parent transported to Child Care</li> </ul>	
<p>B. How will the transportation service be provided? <i>(Check all that apply)</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Public Transportation System</li> <li><input checked="" type="checkbox"/> Private Provider</li> <li><input type="checkbox"/> Taxi Service</li> <li><input type="checkbox"/> Agency Staff Driver</li> <li><input type="checkbox"/> Volunteer Driver Program</li> </ul>	
Employment Transportation Program Questions (con't)	Yes or No
<p>C. Describe the eligibility criteria to be used in this county to determine who will be provided EMPL funded trips.  <b>The Community Transportation Program serves non-TANF individuals who are low income, or an individual who is in need of transportation who does not have transportation available through any other means (does not live in an area served by Fayetteville Area System of Transit). DSS Work First will use EMPL funds to provide trips to their annual job fair.</b></p>	
<p>D. Are any of the EMPL services you are funding, listed as an unmet need or gap in service in the Public Transit-Human Service Coordination Plan or any other transportation plan for your county? <i>See these page numbers in the plan: 19</i>  <b>Plan title: Locally Coordinated Human Service Transportation Plan</b>  <b>A high priority need listed on page 19 states "More bus service in Hope Mills". Hope Mills is urban, but has no access to transit (FAST only operates within Fayetteville). EMPL funds are used in Hope Mills to transport citizens to work or school.</b>  <b>A low priority need listed on page 19 states "Student and worker transportation needs throughout the day". EMPL funds are used to transport people to and from work/school as early as 5:00am and as late as 8:00pm.</b></p>	<p><b>Yes</b></p>
<p>E. Does the federally funded Community Transit System operating in your county receive a sub-allocation of EMPL funds?</p>	<p><b>Yes</b></p>

<p>If yes, does the county dictate which agencies and organizations will receive transportation services with any of the EMPL funds the transit system receives?  <b>The Community Transportation Program uses EMPL to provide transportation to qualified individuals, as long as they cannot be transported by FAST, or any other means.</b></p>	<p><b>Yes</b></p>
<p>Can the Community Transit System use any of the EMPL funds it receives to provide transportation for citizens in the county who need transportation to a job or employment related destination and who do not have a human service agency or organization to pay for the service?</p>	<p><b>Yes</b></p>
<p>If the transit system's Community Transportation Service Plan (CTSP) is less than six years old, does it describe and evaluate the services the transit system is providing for the employed or unemployed? <i>See these page numbers in the plan: N/A</i>  <i>Plan title: N/A</i></p>	<p><b>N/A</b></p>
<p>Does the CTSP recommend any new EMPL funded services for FY2013?  <i>See these page numbers in the plan: N/A</i>  <i>Plan title: N/A</i></p>	<p><b>N/A</b></p>
<p>F. Will any of the subrecipients of EMPL funds charge a fare for an EMPL funded trip?</p>	<p><b>Yes</b></p>
<p>If yes, how much will the fare be? <b>\$2.50</b></p>	
<p>If yes, how will the fare revenue be used? <b>To lower the expense of the fully allocated cost, therefore allowing additional trips with funding.</b></p>	
<p>G. Do any of the subrecipients of EMPL funds restrict EMPL funded trips based on the origin, timing or destination of the trip?  <b>Services are provided Monday thru Friday, from 5:00am – 8:00pm. Transportation is provided for work and school purposes (includes job training, interviews, etc.).  Transportation for child care of a working parent is provided when funding allows.</b></p>	<p><b>Yes</b></p>
<p>H. Is there a process or policy for determining when it is appropriate to transfer funds from one sub-recipient to another to prevent there being unspent funds at the end of the period of performance?  <b>The Transportation Program Coordinator monitors expenditures on a monthly basis. Data is shared with the TAB quarterly. The Transportation Program Coordinator will work with the agencies to determine if funds need to be transferred, and then will present the information to the TAB.</b></p>	<p><b>Yes</b></p>
<p>I. Has the county transferred any EMPL funds to EDTAP or RGP in the last two years?</p>	<p><b>No</b></p>
<p>J. Will any of the subrecipients use their EMPL sub-allocation as matching funds for any of the following programs? (<i>Matching funds for operating assistance only.</i>)  5310 – Elderly Individuals and Individuals with Disabilities Program  5311 - Non-urbanized Area Formula Program  5316 – Job Access and Reverse Commute Program (JARC)  5317 – New Freedom Program</p>	<p><b>No</b></p>
<p>K. EMPL funded trips are expected to be provided throughout the entire year. If the EMPL funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?  <b>Funds are monitored on a monthly basis. Individuals may be limited on the number of trips allowed per month, in order to sustain transportation throughout the 12 month grant period.</b></p>	<p><b>No</b></p>



## Rural General Public Program

The Rural General Public Program assistance funds are intended to provide transportation services for individuals from the county who do not have a human service agency or organization to pay for the trip. The county, in consultation with the Community Transportation System, must determine the RGP services to be provided with the RGP funds.

Rural General Public Transportation Program Questions	Yes or No
<p>A. What will be the trip purposes of the transportation services provided with RGP funds? <i>(Check all that apply)</i></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Personal care activities, medical appointments, pharmacy pick-up, shopping, bill paying, meetings, classes, banking</li> <li><input checked="" type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training, GED classes</li> <li><input checked="" type="checkbox"/> Transportation to workplace (Scheduled by the individual only. No agency scheduled trips.)</li> <li><input type="checkbox"/> Child(ren) of working parent transported to child care</li> <li><input type="checkbox"/> Group field trips/tours to community special events (Federal charter regulations apply to transit.)</li> <li><input type="checkbox"/> Overnight trips to out-of-county destinations (Federal charter regulations apply to transit.)</li> <li><input checked="" type="checkbox"/> Human service agency appointments</li> </ul>	
<p>B. How will the transportation service be provided? <i>(Check all that apply)</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Public Transportation System</li> <li><input checked="" type="checkbox"/> Private Provider</li> <li><input type="checkbox"/> Taxi Service</li> <li><input type="checkbox"/> Volunteer Driver Program</li> </ul>	
<p>C. Are any of the RGP funded services the transit system will provide listed as an unmet need or gap in service in the Public Transit-Human Service Coordination Plan or any other transportation plan for your county? <i>See these page numbers in the plan: 19</i>  <b>Plan title: Locally Coordinated Human Service Transportation Plan</b>  <b>A medium priority need listed on page 19 states "More employment transportation from rural areas...". RGP funds are used to transport rural residents to and from work as early as 5:00am and as late as 8:00pm.</b>  <b>A low priority need listed on page 19 states "Improved service to the Cedar Creek and Stedman areas for low-income populations". RGP funds are used to provide transportation for the general public who live in these rural areas.</b>  <b>A low priority need listed on page 19 states "Student and worker transportation needs throughout the day". RGP funds are used to transport rural residents to and from work/school as early as 5:00am and as late as 8:00pm.</b></p>	Yes
<p>D. If the transit system's Community Transportation Service Plan (CTSP) is less than six years old, does it describe and evaluate the general public services the transit system does in the county for citizens who need transportation but don't have a human service agency or organization to pay for the service? <i>See these page numbers in the plan: N/A</i>  <b>Plan title: N/A</b></p>	N/A
<p>E. Does the CTSP recommend any new RGP funded services for FY2013?  <i>See these page numbers in the plan: N/A</i>  <b>Plan title: N/A</b></p>	N/A
<p>F. Will RGP trips be provided to citizens who need transportation but don't have a human service agency or organization to pay for the trip?</p>	Yes
<p>G. Will any of the RGP funded trips be restricted based on origin, timing or destination of the trip to control the expenditure of funds overtime?  <b>Services will be provided Monday thru Friday from 5:00am to 8:00pm. Transportation will be provided to work, school, shopping, and medical.</b></p>	Yes



H. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transit System use fare revenue to generate the local 10% match requirement for RGP funds?	<b>Yes</b>
If yes, how much will the fare be? <b>\$2.50</b>	
If yes, how will the fare revenue be used? <b>To cover the 10% local match</b>	
<b>Rural General Public Transportation Program Questions (con't)</b>	<b>Yes or No</b>
If no, describe the source of the required matching funds? <b>N/A</b>	
I. Will RGP funded trips be coordinated with human service agency trips? <b>However, staff will verify that trips cannot be provided by another agency (ie. other funds – Medicaid or ADA transportation)</b>	<b>No</b>
J. How will the Community Transit System market the proposed RGP funded services? <b>Through advertisements in the Fayetteville Observer, and marketing through word of mouth, human service agencies, schools, town halls, libraries, fire departments, and churches located in the rural areas.</b>	
K. Will the Community Transit System use any of their RGP sub-allocation as matching funds for any of the following programs? ( <i>Matching funds for operating assistance only</i> ) 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	<b>No</b>
L. Is any part of the county in an urbanized area according to the 2010 census?	<b>Yes</b>
M. RGP funded trips are expected to be provided throughout the entire year. If the RGP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services? <b>Funds are monitored on a monthly basis. Individuals may be limited on the number of trips allowed per month, in order to sustain transportation throughout the 12 month grant period.</b>	<b>No</b>

**FY2015 ROAP Sub-Allocation Worksheet**

Agencies Receiving Sub-Allocations	Elderly and Disabled Transportation Assistance Program		Employment Transportation Assistance Program		Rural General Public Transportation	
	Proposed		Proposed		Proposed	
	Amount of request to be suballocated	Number of One Way Passenger Trips	Amount of request to be suballocated	Number of One Way Passenger Trips	Amount of request to be suballocated	Number of One Way Passenger Trips
Community Transportation Program	\$135,291	5637	\$93,433	4613	\$103,203	5096
Service Source (Empl Source)	\$5,000	1200	\$0		\$0	
DSS Work First	\$0		\$850	200	\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
<b>TOTAL AMOUNT</b>	<b>\$140,291</b>	<b>6837</b>	<b>\$94,283</b>	<b>4813</b>	<b>\$103,203</b>	<b>5096</b>

Agencies Receiving Sub-Allocations	EDTAP	EMPL	RGP
	Avg Cost of Trip	Avg Cost of Trip	Avg Cost of Serv
Community Transportation Program	\$24.00	\$20.25	\$20.25
Service Source (Empl Source)	\$4.16	\$0.00	\$0.00
DSS Work First	\$0.00	\$4.25	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00

\_\_\_\_\_  
Initials - MDS Reviewer

Cumberland  
Name of Applicant (County)

\_\_\_\_\_  
Signature - County Finance Director

## FY 2014-2015 ROAP Application Submission Checklist

	Applicant Name Here <span style="float: right;">—————&gt;</span>		
	ITEM	Email Signed & Scanned Copy to PTD	Due Date (not later than)
	<b><u>Certifications</u></b>		
<input type="checkbox"/>	Certification Statement	Yes	10/24/2014
<input type="checkbox"/>	Original Copy of Public Hearing notice in English from newspaper	Yes	10/24/2014
<input type="checkbox"/>	Affidavit(s) of Public Hearing Publication - English	Yes	10/24/2014
<input type="checkbox"/>	Original Copy of Public Hearing notice in Spanish from newspaper as applies <i>(See Appendix B of ROAP State Mgt Plan)</i>	Yes	10/24/2014
<input type="checkbox"/>	Affidavit(s) of Public Hearing Publication - Spanish Version as applies <i>(See Appendix B of ROAP State Mgt Plan)</i>	Yes	10/24/2014
<input type="checkbox"/>	Public Hearing Record	Yes	10/24/2014
<input type="checkbox"/>	Public Hearing Minutes (only if public had comments)	Yes	as soon as possible
	<b><u>Program Documents</u></b>		
<input type="checkbox"/>	FY2014-2015 ROAP Program Application	Yes	10/24/2014
<input type="checkbox"/>	FY2014-2015 ROAP Program Suballocation Worksheet	Yes	10/24/2014
<input type="checkbox"/>			
	<b><u>Other Documents</u></b>		
<input type="checkbox"/>	ROAP Application Submission Checklist	Yes	10/24/2014
<input type="checkbox"/>	Any Completed Title VI Voluntary Survey Form(s)	Yes	10/24/2014
<p><b>All documents must be scanned <u>separately</u> and attached to one email. Documents should be easily recognized by the filename. Email scanned copies to :</b></p>			
<a href="mailto:ctptransportation@ncdot.gov">ctptransportation@ncdot.gov</a>			
<p><b>IMPORTANT!!</b> NCDOT will not accept any ROAP documents that are mailed to our office.</p>			



AMY H. CANNON  
County Manager

JAMES E. LAWSON  
Deputy County Manager



MELISSA C. CARDINALI  
Assistant County Manager



ITEM NO. 4

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 6, 2014

MEMORANDUM

TO: BOARD OF COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER *AKC*

DATE: SEPTEMBER 29, 2014

SUBJECT: PRESENTATION BY ALLIANCE BEHAVIORAL HEALTHCARE


Alliance Behavioral Healthcare staff members Sean Schreiber, Chief Clinical Officer, and Ann Oshel, Chief Community Relations Officer will be attending the October 6, 2014 Board of Commissioners meeting to present an organizational overview to the Board of Commissioners.

CM092914-1



## MEMORANDUM

To: Board of County Commissioners

From: Rob Robinson, Alliance CEO 

Date: September 29, 2014

Subject: Alliance Behavioral Healthcare Presentation

### **Background:**

Alliance Chief Clinical Officer, Sean Schreiber, and Chief Community Relations Officer, Ann Oshel, will present an organizational overview at the October 6, 2014, Cumberland Board of County Commissioners meeting. The presentation will include background information about the organization, how Alliance is funded, an overview of the network of providers and the beneficial impact on Cumberland citizens. The overview will depict Alliance's efforts to improve the quality of life for Cumberland citizens through behavioral health services.

### **Recommendation/Proposed Action:**

Alliance is requesting that the Board receive the presentation.

/vi

Attachment



# Alliance

BEHAVIORAL HEALTHCARE

## Organizational Overview

Presentation to the Cumberland BOCC  
October 6, 2014



# About Alliance

- Behavioral health MCO for Durham, Wake, Cumberland and Johnston counties
- Serves 180,000+ Medicaid consumers among a total population of over 1.7 million
- Operating under Medicaid 1915 (b)/(c) waivers

# Alliance Timeline

- May 2011  
The Durham Center responds to DHHS RFA to operate as MCO
  - Applied as Lead LME in partnership with Cumberland and Johnston
- Fall 2011  
TDC approved to become an MCO
  - Enters interlocal agreements with Cumberland and Johnston to execute certain MCO functions

# Alliance Timeline

- July 2012  
TDC merges with Wake LME to form Alliance
- February 2013  
Alliance begins MCO operations
- July 2013  
Alliance merges with Cumberland LME



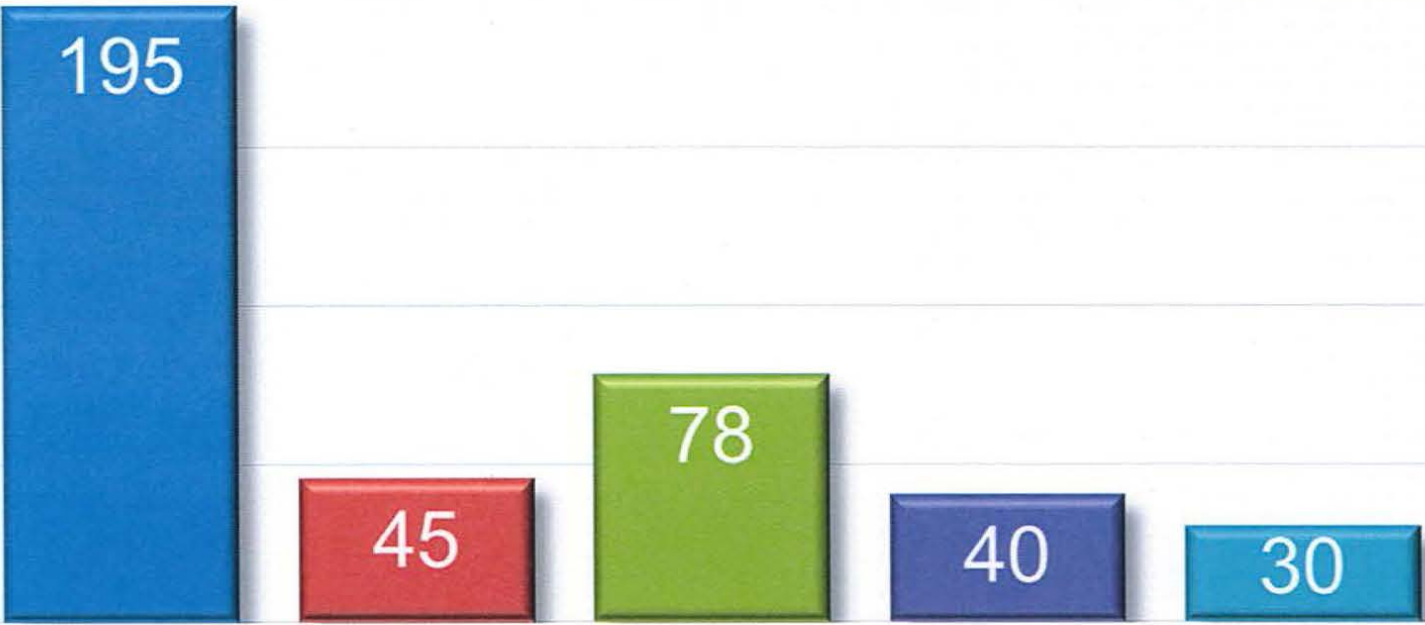
# Local Presence

- Corporate administrative offices located at Imperial Center near RTP in Durham
- Community offices in each county ensure strong local presence
  - Care coordination
  - System of Care
  - Community relations
  - Provider Network (Cumberland and Johnston)

# Alliance FY15 Funding

Source	Amount	% of Total
Medicaid	\$357,749,920	80.5%
State	\$50,390,646	11.3%
Local	\$36,224,000	8.2%
Total	\$444,364,566	100.0%

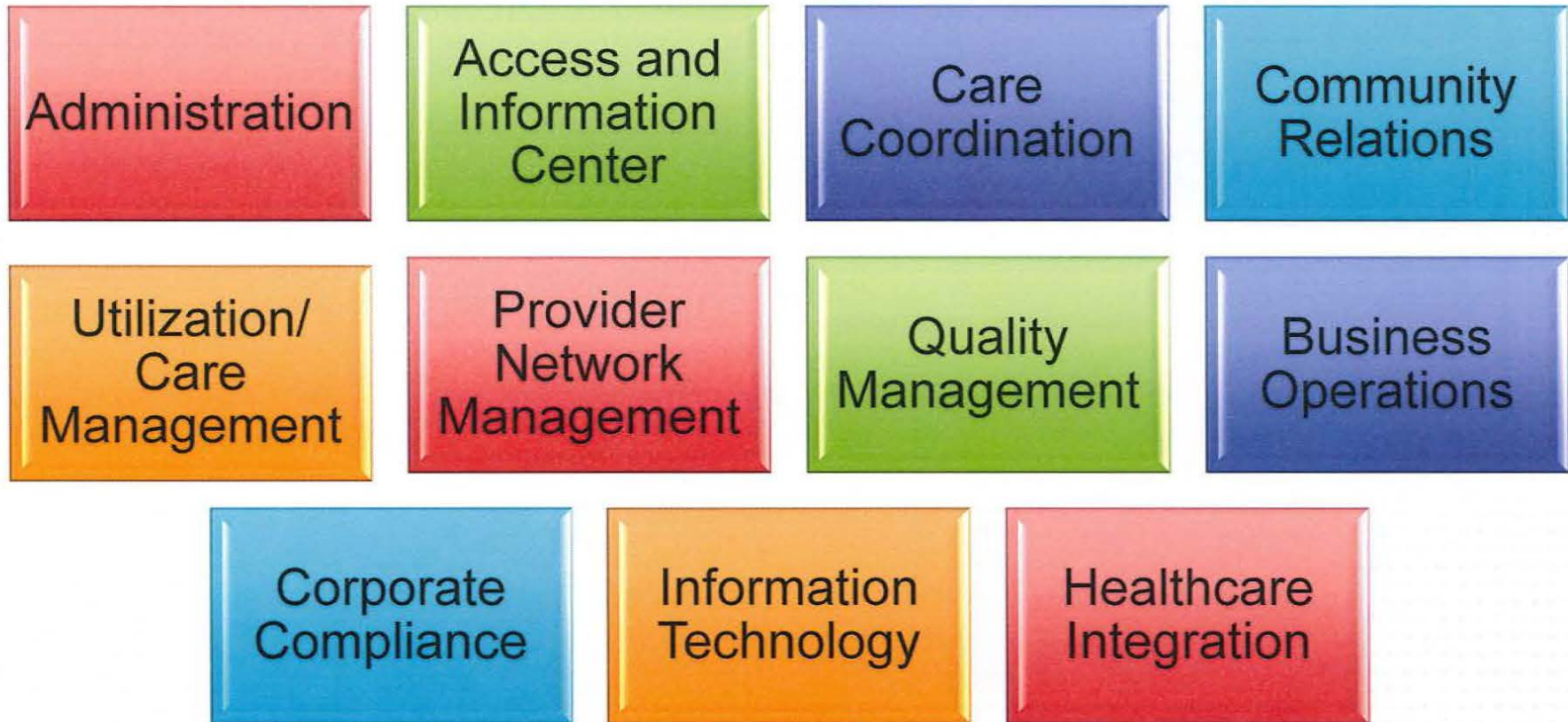
# Alliance Staffing



■ Corporate ■ Durham ■ Wake ■ Cumberland ■ Johnston



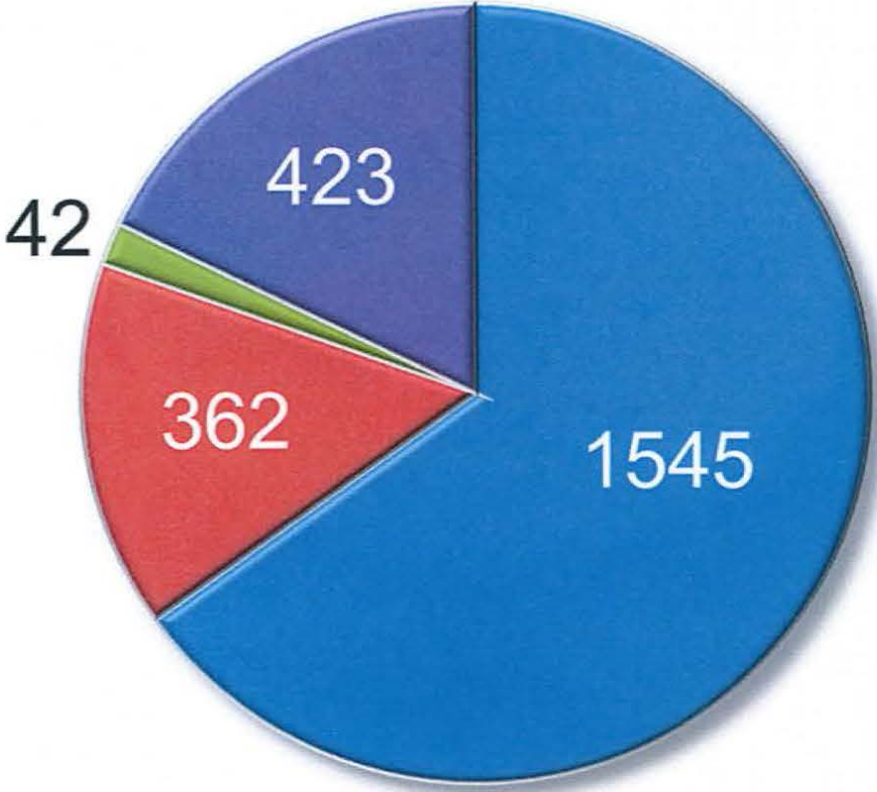
# MCO Operations



# Manage a Network of Providers

- Contractually required to:
  - Assure access
  - Continuum of services
  - Choice of providers
- To effectively manage we need to promote services that are:
  - Cost-effective
  - High quality
  - Community-based

# Current Network



■ Licensed Professionals

■ Agencies

■ Hospitals/RTFs

■ Outpatient Practices



# Network Development

- Year One focus on ensuring current providers brought into network for continuity of service
- Current focus
  - Improve quality
  - Identify service gaps/needs
  - Identify effective services for specific populations
  - Promote evidence-based practices

# Using Your County Funding

- County-specific programs
- Collaborate or disseminate across region
- Supplement benefits
- Support individuals with no benefits
- Integrated management of all funding sources
- Integrated management of disabilities

# Accountability for Funds

- Meet State benchmarks
  - Ensure financial stability and timely payment of provider claims
- Reviews by external parties
  - Board and Board Finance Committee
  - State and County reports
  - Multiple audits and reviews at various levels of government



# Involved in the Community

- 24/7/365 telephone crisis response and access to care
- Robust array of crisis services
- Transitional living program
- Adult Care Review
- Independent Living Initiative
- Veterans Point of Contact

# Involved in the Community

- DSS Partnership Initiative
- Transition Age Youth statewide conference







ITEM NO. 5

## Cumberland County Schools

GREGORY E. WEST, CHAIR  
JAMES A. MCLAUCHLIN, VICE CHAIR  
MICHAEL C. BOOSE  
ALICIA S. CHISOLM  
KIMBERLY P. FISHER

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

MACKY HALL  
LARRY LANCASTER  
CARRIE SUTTON  
SUSAN B. WILLIAMS

DR. FRANK TILL  
SUPERINTENDENT

September 26, 2014

Dr. Jeannette Council  
Chair, Cumberland County Board of Commissioners  
P.O. Box 1829  
Fayetteville, NC 28302

Ref: *Reading Rocks Walk-a-Thon*

Dear Chair Dr. Council:

This year Cumberland County Schools, in partnership with the Cumberland County Education Foundation, is celebrating 11 years of hosting our Reading Rocks Walk-a-Thon on October 18, 2014 at 9:00 a.m. in Festival Park, Downtown Fayetteville. Last year thousands of walkers participated, and over \$230,000 was raised by our schools and donated by many generous sponsors. All money has gone directly back to our schools to support literacy efforts throughout our school system.

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

On behalf of Cumberland County School students, we thank you for your support of our schools and hope to see you on October 18 as we celebrate literacy and its power to create an informed citizenry.

With warmest regards,

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

*Fully Accredited School System*



RICKEY L. MOOREFIELD  
County Attorney



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

6

PHYLLIS P. JONES  
Assistant County Attorney

ROBERT A. HASTY, JR.  
Assistant County Attorney

**OFFICE OF THE COUNTY ATTORNEY**

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

**MEMO FOR THE AGENDA OF THE OCTOBER 6, 2014,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; Co. Manager; Richard Wiggins, Attorney for MBM Hospitality  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** September 30, 2014  
**SUBJECT:** Reconsideration of Economic Development Incentives Agreement for MBM Hospitality, LLC

**Attachment:** Proposed New Incentive Agreement for MBM Hospitality, LLC

**BACKGROUND:**

After conducting a duly advertised public hearing, the Board of Commissioners approved an economic development incentive agreement for MBM Hospitality, LLC, on September 20, 2010. The project for which incentives was granted was the Embassy Suites Hotel constructed at 4760 Lake Valley Drive, Fayetteville. The agreement was drafted by the county attorney, signed by then-Chairman Kenneth Edge and delivered to Bo Gregory at the Chamber of Commerce in March, 2011.

Naynesh Mehta, the managing member of MBM Hospitality, LLC, asked the county attorney in the summer of 2014 how MBM would receive the incentive payment for 2013, its first full year of operations. The county attorney explained that the agreement had never been returned so there was no basis for the county to pay the incentives. The county attorney had further discussions with Richard Wiggins, the attorney for MBM Hospitality, and drafted a new agreement based on that discussion.

The differences between the incentives agreement that was approved by the Board in 2010 and the new proposed agreement are summarized as follows:

	<b>Approved Agreement</b>	<b>Proposed Agreement</b>
<b>Company</b>	MBM Hospitality, LLC	adds affiliated corporation owning the personal property located on the premises
<b>Project</b>	160 rooms/18,000 sq. ft. conference facility	165 rooms/12,000 sq. ft. conference facility
<b>Jobs</b>	76 full time jobs > county median wage; 101 total full time jobs	18 full time jobs > county median wage; 78 total full time and part time jobs
<b>Investment</b>	\$25 million increase in taxable value	not less than \$15 million increase in taxable value



The new proposed agreement also incorporates a provision that proportionally reduces the amount of the incentive paid for any year that the taxable value is reduced by the County Board of E&R, the State Property Tax Commission, or by the general county revaluation of all real property. The county's valuation of the hotel has been appealed to the State Property Tax Commission.

The Board approved the incentives as Level 2 under the joint incentives policy based on the information that was presented at that time. At Level 2, the incentives payments would commence at a 65% grant-back of the property taxes actually paid. The company is still requesting the same level of incentives even though it does not qualify for incentives under the joint policy because it is not rated with at least 50 points.

The company did enter into an agreement with the City of Fayetteville that was based on the project creating 76 full and part-time jobs that paid more than the county median, 101 full and part-time jobs for residents, and an increase in taxable investment of \$22 million. The City's incentives payments commenced at a 70% grant-back of taxes paid.

**RECOMMENDATION/PROPOSED ACTION:**

County attorney recommends the Board consider the new proposed economic development incentive agreement for MBM Hospitality, LLC, which is based on the actual project. It appears to the county attorney that the points originally assigned to the project under the policy were contrived to make the project qualify for Level 2 incentives when it, in fact, did not.



**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

**between**

**MBM HOSPITALITY, LLC, a North Carolina Limited Liability Company**

**and**

**CUMBERLAND COUNTY, NORTH CAROLINA**

**Approved by the Board of Commissioners at Its Regular Meeting Held September 20, 2010  
and Reconsidered by the Board of Commissioners October 6, 2014**

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT is dated the last date executed by either party to be effective according to the terms set forth herein (as supplemented or amended, this "Agreement"), and is between **MBM HOSPITALITY, LLC**, a North Carolina limited liability company, its affiliate **MBM LEGACY, INC.**, a North Carolina corporation, (collectively the "Company"); and **CUMBERLAND COUNTY, NORTH CAROLINA**, a body politic and corporate and a political subdivision of the State of North Carolina (the "County"). The Company and the County may from time to time hereinafter be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS:**

WHEREAS, the Local Development Act of 1925, as amended (Article 1 of Chapter 158 of the North Carolina General Statutes) grants counties the authority to make appropriations for the purposes of aiding and encouraging the location or expansion of certain business enterprises in the county or for other purposes, which the county's governing body finds in its discretion will increase the population, taxable property base and business prospects of the county; and

WHEREAS, the purpose of this Agreement is to describe certain incentives to be provided by the County to the Company in connection with the Company's development of a project consisting of the construction and operation of a hotel containing at least 160 rooms with a **12,000 sq. ft.** conference facility located on the parcel with PIN # 0418-04-4058 in the City of Fayetteville, NC (the "Project"); and

WHEREAS, in connection with that purpose and in accordance with North Carolina General Statutes § 158-7.1, the Cumberland County Board of Commissioners (the "Board of Commissioners") held a public hearing on September 20, 2010, regarding the proposed incentives to be provided by the County to the Company, which incentives are set forth in this Agreement, and the Board of Commissioners found such incentives and this Agreement to be in the public interest and to further the public health, safety and welfare; and

WHEREAS, the Company acknowledges that such incentives are an inducement for the Company to construct and operate the Project in the County and these incentives are necessary for financing the Project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE I: DEFINITIONS; RULES OF CONSTRUCTION

**1.0.** Definitions. In addition to terms defined elsewhere within this Agreement, for all purposes of this Agreement the following defined terms shall have the following meanings:

“Annual Incentive Payments” means the five (5) annual payments to be made by the County to the Company by March 1st of each year beginning in year 2014 through 2018. Such payments are calculated pursuant to Article IV below.

“Company” means MBM Hospitality, LLC, and any parent, subsidiary or affiliate entity or any successor entity resulting from its merger with any other entity and having an ownership interest in the Project or any component of the Project. “Company” shall specifically include MBM Legacy, Inc., an affiliate entity which owns the business personal property located on the premises.

"Direct Investment" means the cumulative total as of January 1, 2013 of the increase in taxable ad valorem value of all land, buildings, real property improvements, furniture, fixtures and equipment purchased, constructed, and/or installed by the Company or on its behalf as part of the Project, regardless of the funding source for any such items, over the ad valorem taxable value of such property as listed effective January 1, 2010.

“Property Taxes” means the county-wide ad valorem property tax levied by the County, but not any fire tax district taxes, fire service district taxes, and recreation service district taxes.

"State" means the State of North Carolina.

**1.1.** Rules of Construction. Unless the context otherwise indicate:

(a) words implying the singular shall include the plural and vice versa, and words implying the masculine gender shall include the feminine and neuter genders as well;

(b) any references to Articles, Sections or Exhibits are references to Articles, Sections and Exhibits of this Agreement;

(c) all references to officers are references to County officers; and

(d) the headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meanings, construction or effect.



## ARTICLE II: FACILITY AND SITE CONSTRUCTION AND RENOVATIONS

- 2.0. The Company agrees that it completed the Project in order to enhance the local market availability of conference facilities and made the Direct Investment and created the numbers of jobs as provided in Article III.
- 2.1. The Company agrees that construction of the Project was carried out in material compliance with all applicable State and local laws and regulations and that the provision of water service, waste water services, roads, electric service, and any other utilities service to the boundaries of the Project Site are not the responsibility of the County.

## ARTICLE III: OBLIGATIONS OF THE COMPANY TO DEVELOP AND OPERATE THE PROJECT

- 3.0. As consideration for receiving the Annual Incentive Payments described in this agreement, the Company agrees that it has developed and will continue to operate the Project in accordance with the following conditions:
- 3.1. The Developer/Owner of the Project is MBM Hospitality LLC, a North Carolina limited liability company managed by Naynesh Mehta, and its affiliate, MBM Legacy, Inc., a North Carolina corporation for which Naynesh Mehta is a principal officer and director.
- 3.2. The Project consists of a hotel containing at 165 rooms with a 12,000 sq. ft. conference facility located on the parcel with PIN # 0418-04-4058 in the City of Fayetteville, NC.
- 3.3. Construction of the Project commenced on October 25, 2010 and was completed about April 24, 2012.
- 3.4. The Project now provides at least 18 new, full-time jobs in Cumberland County at an average wage that is above the median wage for Cumberland County as reported by the North Carolina Department of Commerce through its employment data for Cumberland County for the most recent year available. The most recent reported median income for Cumberland County is \$15.11 per hour.
- 3.5. The jobs created by the Project shall provide partial employer-paid health insurance benefits, retirement benefits, profit sharing benefits, and employer-paid vacation benefits.
- 3.6. The Project shall provide new, full-time or part-time jobs for at least 78 existing Cumberland County residents.
- 3.7. The Company agrees that upon completion and during its first full year of operations, the Project consisted of a Direct Investment in an amount of at least Fifteen Million Dollars (\$15,000,000). The Project shall maintain this level of Direct Investment for the first five full years of operation, subject to reasonable and customary reductions for



depreciation or depletion as provided in the depreciation schedules as directed or recommended from time to time by the Property Tax Division of the North Carolina Department of Revenue and subject further to any reduction in the taxable value of the Project as might be granted by the Cumberland County Board of Equalization and Review or the State Property Tax Commission or to any reduction as a result of County's usual revaluation cycle.

#### **ARTICLE IV: OBLIGATIONS OF THE COUNTY TO MAKE INCENTIVE PAYMENTS**

- 4.0. As consideration for the Company developing and operating the Project in accordance with the conditions stated above, including the conditions that the Company maintains the jobs stated above; maintains the Direct Investment stated above; and timely pays all its assessed Property Taxes, occupancy taxes, and sales taxes, the County shall make Annual Incentive Payments to the Company for five (5) years, on or before March 1 of each year commencing in the year following the first full year the Project has been open for business as follows:
  - 4.1. First payment shall be 60% of the amount of Property Taxes actually paid by the Project for its first full year of operations
  - 4.2. Second payment shall be 60% of the amount of Property Taxes actually paid by the Project for its second full year of operations
  - 4.3. Third payment shall be 55% of the amount of Property Taxes actually paid by the Project for its third full year of operations.
  - 4.4. Fourth payment shall be 55% of the amount of Property Taxes actually paid by the Project for its fourth full year of operations
  - 4.5. Fifth payment shall be 50% of the amount of Property Taxes actually paid by the Project for its fifth full year of operations
  - 4.6. The first full year the Project was open for business was be the calendar year 2013. The first Annual Incentive Payment shall be due on or before March 1, 2014 and it shall be based on the Property Taxes actually paid for 2013. Because the Company did not execute the incentives agreement offered by the County in 2010, the first Annual Incentive has not been paid. Upon approval of this Agreement by the Board of Commissioners and execution by the Parties, payment of the first Annual Incentive Payment shall be made within thirty (30) days of the Tax Administrator and Internal Auditor certifying that the Company has complied with its obligations under this Agreement.
  - 4.7. Upon any reduction in the taxable value of the Project as a result of a decision by the Cumberland County Board of Equalization and Review or the State Property Tax Commission, or as a result of the County's usual revaluation of real property, the Annual



Incentive Payment for any years affected by such reduction in value shall be reduced proportionally to the reduction in taxable value.

#### **ARTICLE V: OBLIGATIONS TO CEASE UPON OCCURRENCE OF ANY INCIDENT OF DEFAULT**

- 5.0. If at any time the Project should fail to meet any of the obligations stated in Article III with respect to job creation or Direct Investment, or should the Project or the Company declare bankruptcy, be adjudicated bankrupt, or be determined to be insolvent in any judicial proceeding or by any judicial process, then the Company shall be deemed to be in default of its obligations under this agreement and the obligation of County to make the Annual Incentive Payments shall terminate and County shall have no further obligation to the Project or to the Company. Any Annual Incentive Payments made by the County to the Company prior to the occurrence of any incident of default shall be deemed to have been made in consideration of the Company's having performed its obligations for the year for which such Annual Incentive Payment was made. Company shall not be obligated to return any Annual Incentive Payment it actually received under the terms of this Agreement.

#### **ARTICLE VI: DETERMINATION OF AMOUNT OF DIRECT INVESTMENT**

- 6.0. The Company shall certify to the County Tax Administrator the Direct Investment as of January of each calendar year of this Agreement, beginning with January of calendar year 2011. Commencing with the certification made during January of calendar year 2013, the County shall make an Annual Incentive Payment, if due to the Company hereunder, by issuance and delivery of its check (or other payment mechanism as agreed by the Parties) to the Company by March 1<sup>st</sup> of the next calendar year. Each Annual Incentive Payment shall be subject to and contingent upon the Company having paid all Property Taxes applicable to all its taxable property
- 6.1. The Company shall certify its Direct Investment as required above by providing accurate documentation as a supplement to its annual tax listing forms submitted to the Cumberland County Tax Administrator, which supplemental information shall be reasonably satisfactory to the Tax Administrator, showing the initial ad valorem taxable value of the Direct Investment (including operating leases even if listed in the name of a party other than Company) as of the tax listing date applicable to such property. With respect to the Direct Investment, the County will use the depreciation schedules as directed or recommended from time to time by the Property Tax Division of the North Carolina Department of Revenue.

#### **ARTICLE VII: DETERMINATION OF JOBS CREATED, WAGES AND BENEFITS**

- 7.0. The Company shall certify the number of jobs created, the wages paid, and the benefits

offered to employees to the County's Internal Auditor each year at the same time as the certification of Direct Investment is made to the County Tax Administrator. The Company shall supplement this certification with documentation in the form of reports required to be filed for state or federal labor, employment, income tax purposes or with any other documentation satisfactory to the County's Internal Auditor.

#### **ARTICLE VIII: DISCLAIMER OF WARRANTIES**

**8.0.** The Company acknowledges that the County has not designed the Project, or supplied any plans or specifications with respect thereto and that the County:

(a) is not a manufacturer of, nor dealer in, any of the component parts of the Project,

(b) has not made any recommendation, given any advice nor taken any other action with respect to the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or to any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof,

(c) has not at any time had physical possession of the Project or any component part thereof or made any inspection thereof (other than in its normal course of inspections, if any, as such relate to construction of any facility in the County) or any property or rights relating thereto, and

(d) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Company intends therefore, or (iii) is safe in any manner or respect.

**8.1.** The County makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part thereof, including but not limited to any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any purpose, and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Project's ability to perform any function; or any other characteristic of the Project; it being agreed that the Company is to bear all risks relating to the Project, the completion thereof or the transactions contemplated hereby and the Company hereby waives the benefits of any and all implied warranties and representations of the County.

**8.2.** The provisions of this Article shall survive this Agreement's expiration.



## **ARTICLE IX: EXPIRATION OF AGREEMENT**

- 9.0. This Agreement shall expire, without further action on the part of either the Company or the County, upon payment in full of any amounts due from the County to the Company pursuant to, and in accordance with, the terms hereof.

## **ARTICLE X: TEMPORARY DELAY IN DIRECT INVESTMENT**

- 10.0. Notwithstanding anything herein to the contrary, if the Company shall be prevented or delayed from making the Direct Investment, by reason of a:

- (a) Government moratorium;
- (b) Delay in obtaining any governmental or quasi-governmental approvals, permits or certificates, despite reasonable efforts by the Company to obtain same;
- (c) Act of God, including but not limited to hurricane, tornado, snowstorm, windstorm, earthquake or flood, fire or other extreme weather conditions or other casualty;
- (d) Strike, lockout or a labor dispute involving entities other than the Company which causes the Company an inability to obtain labor or materials;
- (e) Delay in funding any incentive to or for the benefit of the Company, other than the Annual Incentive Payments; or
- (f) Any other event, other than normal business exigencies, which is beyond the reasonable control of the Company;

then the time within which the Company shall be required hereunder to make the Direct Investment hereunder shall be equitably adjusted to reflect the effect of such event. The Parties shall negotiate in good faith to make an equitable adjustment in such period, however, if the Parties cannot in good faith reach an agreement as to such adjustment and at the option of either party, the Parties agree to submit this issue to binding arbitration on an expedited basis.

## **ARTICLE XI: JOBS & INVESTMENT TAX CREDITS**

- 11.0. The Parties acknowledge that under current North Carolina law the Company or the Project may be eligible for credits for creating jobs and credits for investing in business property in North Carolina against its North Carolina corporate income tax or franchise tax pursuant to North Carolina General Statutes Section 105-129.80, *et seq.*, provided that the Company meets the requirements of the statutes. The Company understands that the County is not responsible for providing these credits.

## ARTICLE XII: ASSIGNMENT

- 12.0. Neither party shall transfer or assign any interest in or obligation under this Agreement without the prior express written consent of the other; provided, this Agreement may be assigned by the Company to any parent, subsidiary or affiliate of the Company, or to any person or entity to which the operations of the Project are transferred so long as such operations are continued substantially as contemplated herein for the term hereof, without the County's consent.

## ARTICLE XIII: STATUTORY AUTHORITY; OBLIGATION OF COUNTY

- 13.0. Both the Company and the County acknowledge and agree that any and all monies appropriated and expended by the County for local economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are expended in good faith reliance on North Carolina General Statutes § 158-7.1. Both Parties further acknowledge and agree that this Agreement, to the extent allowed by law, shall be considered a continuing contract and shall be subject to, and controlled by, the provisions of North Carolina General Statutes §153A-13. If for any reason it is found by a court of competent jurisdiction by final judgment that North Carolina General Statutes § 153A-13 does not legally apply to this Agreement, then in such event there shall be no liability on behalf of the County for the failure of this contract to be continuing in nature.

## ARTICLE XIV: MISCELLANEOUS

- 14.0. Governing Law; Venue. The Parties intend that this Agreement shall be governed by the law of the State of North Carolina without regard to the conflict of law provisions thereof and that exclusive venue as to any dispute arising hereunder shall be in the State of North Carolina.

- 14.1. Notices.

(a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement; and

(b) All communications required or permitted hereunder may be delivered personally, or sent by certified mail, return receipt requested, or by a nationally recognized overnight courier to the following addresses, unless the parties are subsequently notified of any change of address:

If to the Company, to:           Naynesh S. Mehta  
  1706 Skibo Rd.  
  Fayetteville, NC 28303  
  [nsmeha@5pointstnc.com](mailto:nsmeha@5pointstnc.com)



If to the County, to:                   County Manager  
  P.O. Box 1829  
  Fayetteville, N.C. 28302-1829

- 14.2. Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.
- 14.3. Entire Agreement; Amendments. This Agreement, including any exhibits which may be attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the Parties. This Agreement shall not be changed except in writing signed by both Parties.
- 14.4. Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.
- 14.5. Liability of Officers and Agents. No officer, agent or employee of the County or the Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.
- 14.6. Counterparts. This Agreement shall be executed in duplicate counterparts. Each shall be an original, but all of them together constitute the same instrument.

[Remainder of this page is intentionally left blank.]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate and governmental names, respectively by their duly authorized officers, all as of the dates indicated with the signature for each.

MBM HOSPITALITY, LLC

by:

\_\_\_\_\_  
Its Managing Member

Date Signed: \_\_\_\_\_

CUMBERLAND COUNTY, NORTH CAROLINA

by:

\_\_\_\_\_  
Jeanette Council, Chair

Board of County Commissioners

Date Signed: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Candice White, Clerk to the Board

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

\_\_\_\_\_  
Finance Officer for Cumberland County

Approved for legal sufficiency.

\_\_\_\_\_  
Rickey L. Moorefield, County Attorney

Prepared by R. Moorefield, Co. Attorney, Sept. 30, 2014.

RICKEY L. MOOREFIELD  
County Attorney



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

7

PHYLLIS P. JONES  
Assistant County Attorney

ROBERT A. HASTY, JR.  
Assistant County Attorney

**OFFICE OF THE COUNTY ATTORNEY**

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

**MEMO FOR THE AGENDA OF THE OCTOBER 6, 2014,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; Co. Manager; Lee Herrera  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** September 30, 2014  
**SUBJECT:** Request from Roundpoint Asset Management, Inc. for Second Stay of the Order for the Demolition of the Dwelling at 7846 Amesbury Road, Fayetteville

**Attachment:** Letter from Roundpoint to county manager dated September 17, 2014

**BACKGROUND:**

Lee Herrera appeared at the July 7, 2014, special meeting of the Board of Commissioners and requested a stay of the order for the demolition of the dwelling located at 7846 Amesbury Road, Fayetteville, for 180 days. After considerable discussion, the Board granted him a stay of 90 days, commencing July 7, provided that he clean up the property within two weeks. That order of stay will expire on October 4. On September 17, 2014, Mr. Herrera sent the county manager the attached letter requesting that he be placed on the agenda of the Board's next meeting to request an another stay of the demolition order for an additional 180 days for the reasons stated in the letter.

On July 7, commissioners had questions about the demolition process being used for property that was in a tax foreclosure proceeding and the level of communication among the county attorney, the tax office and the inspections department about this matter. To address those questions and fully explain the recommendation presented in this memo, the county attorney has prepared a chronology of the actions related to the foreclosure, minimum housing case and Mr. Herrera's purchase of this property at foreclosure.

The property consists of a 1600+ sq. ft. dwelling with a finished garage sited on a .56 acre residential lot in Ellerslie Subdivision, located off of Elliot Bridge Road up north Ramsey Street. The current tax appraisal is \$132,600 with the land value being \$18,000 and the building value being \$114,600. The property tax record reflects the dwelling was built in 1986. Public records reflect the following:

February 7, 1992: Apparent repair permit issued by Health Dept. to install French drain, permit indicates water supply was not installed (which is not consistent with 1986 construction)

October 22, 1997: Property sold for \$96,000

June 13, 2003: Application for repair permit denied by Health Dept. due to wetness of soil and lack of space

December 16, 2005: Property sold for \$76,000

March 23, 2006: Application for repair permit denied by Health Dept. due to site being classified as unsuitable; evaluation report reflects site has public water

September 15, 2006: Property sold for \$20,000

May 16, 2013: Default judgment entered in tax foreclosure for 2009 through 2012 taxes, File No. 13-CVD-447; includes two parcels

June 25, 2013: Roundpoint files upset bid

July 15, 2013: Roundpoint files upset bid

**July 25, 2013: Notice of lis pendens filed; File No. 13-M-1145; gives notice that county has commenced commendation action due to lot being unsuitable for repair of septic system**

July 26, 2013: Roundpoint files upset bid

August 15, 2013: Roundpoint files upset bid

September 5, 2013: Roundpoint files upset bid

October 18, 2013: Order entered declaring Roundpoint to be defaulting bidder

January 7, 2014: Order entered declaring SKG Properties, LLC, to be defaulting bidder

April 22, 2014: Demolition ordered by the Board of Commissioners

**May 6, 2014 Demolition order recorded in Deed Book 9425 at page 416**

June 2, 2014: Roundpoint files upset bid

June 19, 2014: Sale confirmed to Roundpoint

July 2, 2014: Deed to Roundpoint for both foreclosed parcels recorded in Deed Book 9462 at page 485

July 7, 2014: Board grants stay of demolition for 90 days



- August 29, 2014: Roundpoint submits application to DENR for alternative treatment system
- September 17, 2014: Mr. Herrera submits request to county manager for additional stay of demolition for 180 days
- September 24, 2014: Roundpoint's engineers submit plans for UV treatment system to DENR
- October 1, 2014: DENR scheduled to do site evaluation for new permit
- October 4, 2014: Stay of demolition order expires

The above is a summary of a rather complicated foreclosure action, environmental health records and tax department records consisting of a few hundred pages.

Because a lot of the properties that are subject to minimum housing code violations have been abandoned and taxes are delinquent, there is always coordination and communication among the county attorney, building inspections and the tax office with respect to foreclosure actions and minimum housing code enforcement. The county attorney provides code enforcement with an opinion of title for every subject property which identifies the tax or foreclosure status of the property. That is done before any enforcement proceeding is commenced.

Code enforcement is driven by a citizen's complaints and collection of delinquent taxes is the statutory obligation of the tax collector. In order to balance those two responsibilities, staff seeks to obtain code compliance by the most efficient means available at the least cost to the county. For a lot of properties, that result is obtained by foreclosure because either a third party will buy the property and rehabilitate it for rent or re-sale, or the county will acquire the property and become directly responsible for it. Typically, code enforcement is not taken against properties that are already in foreclosure for this reason.

This property is an unusual case. It was a nice dwelling that has been uninhabitable since at least 2003 because the failing septic system cannot be repaired. Code enforcement was commenced against this property after the foreclosure action commenced because of the on-going complaints of a neighboring property owner and as a means to insure that record notice of the severity of the septic system problem was given to anyone interested in bidding on the property. The lis pendens filed in July 2013 actually includes copies of the repair permit denials. For a while in 2013, there was a bidder that owned a vacant lot in the same subdivision who intended to move the dwelling to the other lot. That bidder regularly buys properties at foreclosure sales and rehabilitates them. That seemed like a good solution for this property; however; at some point the bid increased to such amount that moving the dwelling became economically unfeasible for that bidder.

Because of these issues, there was more communication among the county attorney, tax office and code enforcement with this foreclosure than all the other foreclosures in the last four years combined. After Roundpoint defaulted on its purchase of the property in October, 2013, and then SKG defaulted on its purchase of the property in January, 2014, the county attorney believed it was unlikely the property would sell and advised code enforcement to proceed with

the minimum housing case. The case was presented to the Board on April 22, 2014. Almost a month after the demolition order was recorded Roundpoint again bid on the property and proceeded to close the transaction July 1.

**RECOMMENDATION/PROPOSED ACTION:**

Because DENR has scheduled a site evaluation on October 1, 2014, and has permitted a number of this type of alternative system in other parts of the State, the county attorney recommends the Board grant another stay of the demolition order until October 20, 2014; subject to the following conditions:

- (1) the grass be kept to a height of no more than 4 inches;
- (2) all shrubbery be appropriately trimmed;
- (3) the exterior surfaces of the structure be kept clean and free of mold or mildew;
- (4) the lawn be kept clear of all trash, debris and stored items;
- (5) the dwelling be secured from entry by persons or animals with all missing garage door panels being replaced and all foundation vent openings being secured by grills or blocked; and
- (6) the dwelling shall remain uninhabited

It is the opinion of the county attorney that these conditions are reasonable to meet the expectations of the adjoining property owners. If the Board grants the stay recommended by the county attorney, he will determine before October 20 if the owner has complied with the conditions and whether DENR has rendered a permitting decision. The county attorney will make a further recommendation to the Board on October 20 based on the information available at that time.



# ROUNDPOINT ASSET MANAGEMENT, INC.

Roundpoint Asset Management, Inc.  
581 Executive Place  
Suite 200  
Fayetteville, NC 28305

September 17, 2014

County Courthouse  
117 Dick Street, Room 512  
Fayetteville, NC 28301

RE: Request to be placed on Agenda for next County Commissioners meeting  
(Subject: 7846 Amesbury Road)

Dear Mrs. Cannon,

I have been in contact with County Commissioner Jeannette Council in reference to the 90 day stay of demolition of our home located on 7846 Amesbury Rd, granted by the County Commissioners on July 7<sup>th</sup>, 2014. This 90 day stay was to allow time for our company research remedies to the failing septic system on that property. We have retained an engineering firm out of Raleigh, NC to oversee the project and ensure proper permitting and installation of the new state of the art waste water disposal and sanitation system (see exhibit A). We have made great progress on that front, to include a formal application pending with NCDENR, in Raleigh, for the modern waste disposal/sanitation system, (see exhibit B).

As I have communicated to Mrs. Council, my 90 day stay of demolition of our home is drawing to a close. According to our engineer, the permit processing has a projected 4-6 month processing time. Thus, I will need to request an extension of stay of demolition for a period of 6 months. This will give the NCDENR sufficient time to process the permit request (filed August 29<sup>th</sup>). I would also like to request the Commissioners amend the language of the extension with some type termination of the demolition order once a permit has been granted for the new waste water disposal/treatment system. This will eliminate the need for wasting any more of the Commissioner's valuable time, and a mechanism for the permanent automatic resolution of the matter, once permits have been approved and executed.



In summary, I request to be on the agenda of the next County Commissioners meeting to request to stay of demolition of our home by the county. If you have any questions, please contact me by phone at 910-476-4268 or email at [lee@assetnc.com](mailto:lee@assetnc.com).

Warmest regards,

Lee Herrera  
President/CEO  
Roundpoint Asset Management, Inc.

Exhibits attached

COPY

File Copy



**BCSC**  
BATEMAN CIVIL SURVEY COMPANY

Bateman Civil Survey Company, PC  
200 North Main Street  
Holly Springs, NC 27540

Phone: (919) 577-1080  
Fax: (919) 577-1081  
info@batemancivilsurvey.com

RECEIVED/DENR/DWR

AUG 29 2014

Water Quality  
Permitting Section

August 27, 2014

Mr. Charles Weaver  
NCDENR – Division of Water Quality  
512 N. Salisbury Street  
Raleigh, NC 27604

RE: NPDES Notice of Intent for  
7846 Amesbury Road, Fayetteville, NC 28311  
BCS Project #: 140370

Dear Mr. Weaver:

Attached please find three copies of Notice of Intent application planned for a three bedroom single family home to be located at 7846 Amesbury road in Cumberland County, N.C. The package includes a completed Notice of Intent application for coverage under NCG550000 for single-family domestic units and an agent authorization letter.

Bateman Civil Survey has been retained to design a repair system consisting of an septic tank, and an Advantex Pretreatment system, with controls and splitter valve, a UV unit providing secondary treatment and disinfection prior to final disposal, and final disposal is provided by gravity flow from the UV unit to a rip-rap disposal pad. Details of the treatment system will be submitted in the next two weeks.

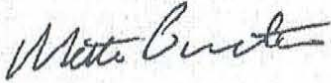
The site consists of a 0.56 acre lot and does not meet the setbacks required for a spray or surface drip system. The nearest municipal wastewater collection system is the City of Fayetteville system. The closest connection is approximately 22,226 feet from the residence. The cost to connect to the system is estimated to be a minimum of \$1,600,000. This estimate uses a cost to construct a gravity main for this distance of \$60/foot and a cost for a pump station of \$300,000 (minimum).

Exhibit "A"

If you have any questions or comments regarding this application please contact us by phone at (919) 577-1080.

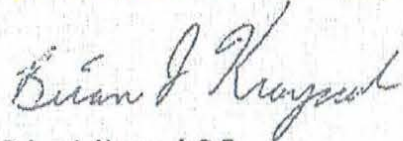
Sincerely,

BATEMAN CIVIL SURVEY COMPANY, PC



Matt Burdette  
Sr. Environmental Specialist

BATEMAN CIVIL SURVEY COMPANY, PC



Brian J. Kraynak P.E.



8-27-2014

COPY





Division of Water Resources  
National Pollutant Discharge Elimination System (NPDES)

Application for Coverage Under General Permit

NCG550000

Single Family Residences and/or facilities discharging  
≤ 1000 gallons per day of domestic wastewater

FOR AGENCY USE ONLY		
Date Received		
Year	Month	Day
Certificate of Coverage		
N	C	G
5	5	
Check #	Amount	
Assigned To:		

**NOTICE OF INTENT**

[Required by 15A NCAC 02H .0127(d)]; [term definition see 15A NCAC 02H .0103(19)]

(Press TAB to navigate form)

1. Regional Office contact (Please note: This application will be returned if you have not met with a representative from the appropriate regional office.):

Please list the NCDENR Regional Office representative(s) with whom you have met:

Name(s): Belinda Henson Phone Call

Date: 8/14/2014

2. Mailing address of owner/operator: (address to which all correspondence should be mailed)

Owner Name Roundpoint Asset Management, Inc Attn: Lee Herrera  
 Street Address PO Box 87203  
 City Fayetteville State NC Zip 28304 -  
 Telephone # (H) 910-829-9405 Telephone # (W)  
 Cell/Mobile # 910-476-4268 Email Lee@assetnc.com

COPY

3. Location of facility producing discharge: (If facility is not yet constructed, give street address or lot #)

Street Address 7846 Amesbury Road  
 City Fayetteville State NC Zip 28311 -  
 County Cumberland  
 Telephone # Cell/Mobile #

4. Physical location information:

Please provide a narrative description of how to get to the facility (use street names, state road numbers, and distance and direction from a roadway intersection). From downtown Fayetteville take Ramsey St. north to Elliot Bridge rd then turn right on to Whispering pines rd then turn right on to Amesbury rd. stop at the forth house on the left 7846 Amesbury rd.

5. This NPDES permit application applies to which of the following :

- New [term definition see 15A NCAC 02H .0103(16)] or Proposed (system not constructed)
- Existing [term definition see 15A NCAC 02H .0103(11)]; If previously permitted by local or county health department, please provide the permit number see attached denial letter and issue date Click here to enter a date.
- Modification; please describe the nature of the modification: \_\_\_\_\_

Exhibit "B"

6. Description of Discharge: [Required by 15A NCAC 02H.0105(c)(1)]

a) Amount of wastewater to be discharged:

Number of bedrooms 3 x 120 gallons per bedroom = 360

360 gallons per day to be permitted

b) Type of facility producing waste (please check one):

- Primary residence                       Vacation/second home  
 Other: \_\_\_\_\_

7. Please check the components that comprise the wastewater treatment system:

[Required by 15A NCAC 02H.0105(c)(3)]

- Septic tank                       Dosing tank  
 Primary sand filter               Secondary sand filter       Recirculating sand filter(s)  
 Chlorination                       Dechlorination               Other form of disinfection: UV  
 Post Aeration (specify type) \_\_\_\_\_

COPY

8. For new or proposed systems only - Please address the feasibility of alternatives to discharging for the following options in the cover letter for this application:

[Evaluation required by G.S. § 143-215.1(b)(5)(a) and 15A NCAC 02H.0105(c)(2)]

- a) Connection to a Regional or Municipal Sewer Collection System.  
 b) Letter from local or county health department describing the suitability or non-suitability of the site for all types of wastewater ground adsorption and innovative non-discharge systems. Document the repair potential of the failed system.  
 c) Land Application such as spray irrigation or drip irrigation.

9. Receiving waters: [Required by 15A NCAC 02H.0105(c)(1)]

- a) What is the name of the body or bodies of water (creek, stream, river, lake, etc.) that the facility wastewater discharges end up in? UT to Little River  
 b) Stream Classification (if known):

10. The application must include the following or it will be returned, as allowed by 15A NCAC 02H.0107(b):

a) For Certificates of Coverage:

- An original letter and two (1) copy requesting coverage under NCG550000.  
 A signed and completed original and one copy of this Notice of Intent Application.  
 A check or money order for the permit fee of \$60.00 [per G.S. § 143-215.3(a)(1b)] made payable to NCDENR.  
 Invoice showing that the septic tank has been pumped and serviced within the last 12 months (only when existing service tank will be used).



*New or proposed facilities must also include:*

- Letter from the county health department evaluating the proposed site for all types of ground absorption and innovative non-discharge systems. Document the repair potential of the failed system.
- Evaluation of connection to a regional sewer system (approximate distance & cost to connect).
- Provide a 7Q10 flow estimate at the proposed wastewater discharge point from the US Geological Survey (919-571-4000)
- b) For an Authorization to Construct (ATC) only: (Note: There is no fee for an ATC)
  - A letter requesting an ATC
  - Three sets of plans and specifications (required by 15A NCAC 02H .0138) of proposed treatment system (see Permit Application Checklist and Design Criteria for Single Family Discharge)
  - Invoice showing that the septic tank has been pumped and serviced within the last 12 months (only when existing septic tank will be used).

COPY

**Additional Application Requirements:**

- a) If this application is being submitted by a consulting engineer (or engineering firm), include documentation from the applicant showing that the engineer (or firm) submitting the application has been designated an authorized Representative of the applicant, per 15A NCAC 02H .0138(b)(1).
- b) If this application is being submitted by a consulting engineer (or engineering firm), final plans for the treatment system must be signed and sealed by a North Carolina registered Professional Engineer and stamped - "Final Design - Not released for construction;" per 15A NCAC 02H .0139.
- c) If this application is being submitted by a consulting engineer (or engineering firm), final specifications for all major treatment components must be signed and sealed by a North Carolina registered Professional Engineer and shall include a narrative description of the treatment system to be constructed; per 15A NCAC 02H .0139.



CERTIFICATION

I certify that I am familiar with the information contained in this application and that to the best of my knowledge and belief such information is true, complete, and accurate.

Printed Name of Person Signing:

Title: *D. Lee Hedder+ pres.*

(Please review 15A NCAC 02H .0106(c) for authorized signing officials)

*[Handwritten Signature]*  
(Signature of Applicant)

*8-28-14*  
Click here to enter a date.  
(Date Signed)

North Carolina General Statute § 143-215.6B provides that:

Any person who knowingly makes any false statement representation, or certification in any application, record, report, plan, or other document filed or required to be maintained under this Article or a rule implementing this Article, or who knowingly makes a false statement of a material fact in a rulemaking proceeding or contested case under this Article; or who falsifies, tampers with, or knowingly renders inaccurate any recording or monitoring device or method required to be operated or maintained under this Article or rules of the Commission implementing this Article, shall be guilty of a Class 2 misdemeanor which may include a fine not to exceed ten thousand dollars (\$10,000) 18 U.S.C. Section 1001 provides a punishment by a fine or imprisonment not more than 5 years, or both, for a similar offense

Application must be accompanied by a check or money order for \$60.00 (per G.S. § 143-215.3(a)(1b))  
made payable to:

NCDENR

♦ ♦ ♦ ♦ ♦

Mail this application and one copy of the entire package (with check) to:

NC DENR / DWR / Water Quality Permitting Section  
1617 Mail Service Center  
Raleigh, North Carolina 27699-1617  
Attn: Charles Weaver

**Note: The submission of this document does not guarantee the issuance of an NPDES permit**

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. 8A

September 23, 2014

October 6, 2014 Agenda Item

TO: Board of Commissioners  
FROM: Kellie Beam, Deputy Clerk to the Board *KB*  
SUBJECT: Cumberland County Library Board of Trustees

The Library Board of Trustees will have the following two (2) vacancies on December 31, 2014:

Ole Sorensen – completing second term on December 31, 2014. Not eligible for reappointment. Recommendation of the Library Board of Trustees is for the nomination of **Paige W. Ross**. (See attached.)

Gail A. Riddle – completing second term on December 31, 2014. Not eligible for reappointment. Recommendation of the Library Board of Trustees is for the nomination of **Brian J. Tyler**. (See attached.)

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

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

Attachments

pc: Jody Risacher, Library Director



## Cumberland County Library Board of Trustees

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

**Statutory Authorization:** NCGS 153A-265

### **Member Specifications:**

7 Members

**Term:** 3 Years

**Compensation:** None

### **Duties:**

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

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

**Meeting Location:** Various libraries throughout the County



JODY RISACHER  
DIRECTOR

BRIAN MANNING  
DEPUTY DIRECTOR



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

**PUBLIC LIBRARY & INFORMATION CENTER**

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

**MEMORANDUM**

**DATE:** September 18, 2014  
**TO:** Jeannette Council, Chairman, Board of County Commissioners  
**FROM:** Gail Riddle, Library Board of Trustee Chair  
**THRU:** Jody Risacher, Library Director  
**RE:** Trustee Nominations for Library Board Vacancies

---

At the September 18, 2014 Library Board of Trustees' meeting, the Trustees unanimously approved the Nominating Committee's recommendation for the following actions:

1. The appointment of Paige W. Ross to fill the first vacant seat on the Library Board of Trustees for the 2015-2017 term, and
2. The appointment of Brian J. Tyler to fill the second vacant seat on the Library Board of Trustees for the 2015-2017 term.

The Trustees respectfully request that the Commissioners' consider the appointment of Paige W. Ross and Brian J. Tyler be placed on the Commissioners' October 6, 2014 agenda.

We appreciate you and your fellow Commissioners' consideration.

Sincerely,

Gail Riddle  
Library Board of Trustee Chair

cc: Candice White, County Clerk



## LIBRARY BOARD OF TRUSTEES

3 Year Term

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

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Daisy D. Maxwell 7113 Fillyaw Road Fayetteville, NC 28303 868-5611	10/12	2nd	Dec/15 12/31/15	No
Mary E. Thomas 217 Cecil Avenue Spring Lake, NC 28390-2522 497-7574/436-0000 (W)	10/12	2nd	Dec/15 12/31/15	No
Ole Sorensen 2817 Briarcreek Place Fayetteville, NC 28304-3879 867-9403/309-0000 (C)	11/11	2nd	Dec/14 12/31/14	No
Sara VanderClute 7669 Heriot Drive Fayetteville, NC 28311-9409 488-9202 (H) / 494-1405 (C)	10/12	2nd	Dec/15 12/31/15	No
Dr. Daniel Montoya 3505 Cokefield Drive Fayetteville, NC 28306 478-0646/672-1560	12/13	1st	Dec/16 12/31/16	Yes
Gail A. Riddle 3175 Odom Road Hope Mills, NC 28348 322-1935 (C)	11/11	2nd	Dec/14 12/31/14	No
Betsy Small PO Box 228 Linden, NC 28356 910-980-0821	12/13	1st	Dec/16 12/31/16	Yes

Commissioner Liaison: Jimmy Keefe

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

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

**APPLICANTS FOR  
LIBRARY BOARD OF TRUSTEES**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
ROSS, PAIGE W. (W/F) 1220 PONY DRIVE HOPE MILLS NC 28348 339-1715/919-630-0187 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	MARKETING/SPECIAL PROJECTS OLDE FAYETTEVILLE INSURANCE	BA
TYLER, BRIAN J. (-M) 1414 RAEFORD RD FAYETTEVILLE NC 28305 717-514-6889/486-0246 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: LEADERSHIP HARRISBURG	EVENTS COORDINATOR/ARTIST CAPE FEAR BOTANICAL GARDEN	J.D. – WIDENER SCHOOL OF LAW BA
WHEATLEY, DIANE 9774 RAMSEY STREET FAYETTEVILLE, NC 28312 980-0338/728-7126 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  <b>*SERVES ON THE JOINT PLANNING BOARD*</b>	SOME COLLEGE
WILLIFORD, CARL PAT (W/M) 111 JOHN ST FAYETTEVILLE NC 28305 624-6696/484-2168 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	CPA WILLIFORD HOUSTON & CO	BS-BUSINESS ADMIN.



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. \_\_\_\_\_

8B

September 30, 2014

October 6, 2014 Agenda Item

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

The Jury Commission has the following one (1) vacancy for an unexpired term:

Ashley Pastorius – Resigned. The Jury Commission has no recommendation and requests that the Board of Commissioners select an individual to nominate.

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: Ellen B. Hancox, Trial Court Administrator

## Jury Commission

The Cumberland County Jury Commission compiles the Master Jury List used by the Cumberland County Court System.

**Statutory Authorization:** NCGS 9-1

### **Member Specifications:**

3 Members

- Appointed by the Cumberland County Board of Commissioners (1)
- Appointed by the Clerk of Superior Court (1)
- Appointed by the Senior Resident Superior Court Judge (1)

**Term:** 2 Years

**Compensation:** \$250.00 per term

### **Duties:**

- Responsible for compiling the Master Jury List that is to be used in Cumberland County for each year. It must be prepared by, and in compliance with, the North Carolina General Statutes as well as local Orders of the Court;
- The Commission first meets to make decisions as to how it will direct the Master List to be prepared. This meeting will be attended by Court Officials to offer any assistance the Commission may request, and to provide clerical support.;
- The last meeting is to review the Master Jury List and the Statement of Sources and Procedures, which sets forth in writing how the Commission prepared the list. If the list meets the Commission's criteria, the Commission then presents a printed Master Jury List to the Register of Deeds for filing and the Statement of Sources and procedures to the Clerk of Superior Court for filing.

**Meetings:** The Jury Commission meets at least twice a year. The Commission is responsible to meet as often as required to complete the jury list for the next year by the 30th day of November of each year. The amount of time required for each meeting and the number of meetings required is determined by the Commission and dictated by the procedures that the Commission chooses to prepare the Master List.

**Meeting Location:** Cumberland County Courthouse 3rd Floor 117 Dick Street Fayetteville, NC

## Kellie Beam

---

**Subject:** FW: County Appointed Jury Commissioner

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**From:** Hancox, Ellen B. [<mailto:Ellen.B.Hancox@nccourts.org>]

**Sent:** Tuesday, September 09, 2014 1:00 PM

**To:** Candice White

**Subject:** County Appointed Jury Commissioner

Candice, Ashley Pastorius, the jury commissioner appointed by the county commissioners, called me and she has moved to NY State because her husband has be reassigned to Fort Drum. Her term would have expired June 30, 2015 and we need to fill her vacancy for her current term. Unfortunately time is of the essence since we are working on the master list for 2015 which we finalize in mid -November. I asked Ashley to contact you about her resignation. Let me know if you have any questions.

**Ellen B. Hancox**  
**Trial Court Administrator**  
**910-475-3018 main office**  
**910-475-3271 direct**  
**910-475-3017 fax**

E-mail correspondence to and from this address may be subject to the North Carolina public records laws and if so, may be disclosed.



## JURY COMMISSION

2 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
VACANT (Vacated by A. Pastorius)	6/13	1st	June/15 6/30/15	Yes

Perry Evans – Clerk of Court's Appointee

Gary Weller – Judge Johnson's Appointee

(The other two are appointed (1) by the Senior Resident Superior Court Judge and (1) by the Clerk of Superior Court.)

Contact: Ellen B. Hancox, Trial Court Administrator – 321-3841, fax # 678-2975

No regular meeting schedule. (Usually meet in September and November.)

**APPLICANTS FOR  
JURY COMMISSION**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
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
FLEMING, JOE, DR REV. ( /M) 7235 RYAN ST FAYETTEVILLE, NC 28314 910-339-2608 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 SELF-EMPLOYED	SOME COLLEGE
FORD, STANLEY (B/M) 4013 POLK DRIVE HOPE MILLS, NC 28348 910-425-5639 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: ARMY LEADERSHIP COURSE	BANKING/MORTGAGES NOT LISTED	BACHELORS
HANKINS, ASHLEY (W/F) 3924 SUMMERFIELD LANE FAYETTEVILLE NC 28306 260-3917/433-3826 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	PROCESSING ASSISTANT CAPE FEAR STAFFING	SOME COLLEGE
HARPER, STEVE (B/M) 5707 BASHFORD COURT FAYETTEVILLE NC 28304 910-425-9643 <b>**SERVES ON THE PARKS &amp; RECREATION BOARD**</b> 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: FAYETTEVILLE CITIZENS ACADEMY	RETIRED	HS SOME COLLEGE

APPLICANTS FOR JURY COMMISSION, PAGE 2

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
HERNDON, KENNETH (W/M) 2549 BEARD RD EASTOVER, NC 28312 910-223-0968/609-230-7249 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	D-ED M-ED BS-ED
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.
MCKOY, WILLIE JR (B/M) 1632 GREENOCK AVE FAYETTEVILLE, NC 28304 273-2976/432-5571 *SERVES ON THE MID-CAROLINA AGING ADVISORY COMMITTEE* 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
MCMILLAN, FRED C. (W/M) 4608 NIX ROAD FAYETTEVILLE, NC 28314 339-0076/261-0015 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: CENTERS FOR CREATIVE LEADERSHIP	DIRECTOR OF ENGINEERING SOME COLLEGE GENERAL BUILDERS	
WOODALL, AL II (B/M) 732 GALLOWAY DRIVE FAYETTEVILLE, NC 28303 910-864-4064 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED US ARMY	AVIATION MANAGEMENT DEGREE



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. 8C

October 1, 2014

October 6, 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 two (2) vacancies:

Tom Lloyd – completed second term. Recommendation of the Nursing Home Advisory Board is for the reappointment of Tom Lloyd for a third term. (See attached.)

Clyde Hammond – completed second term. Recommendation of the Nursing Home Advisory Board is for the reappointment of Clyde Hammond for a third term. (See attached.)

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

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

# Mid-Carolina Area Agency on Aging

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

October 1, 2014

Mr. Kareem R. Strong  
Regional Long Term Care Ombudsman  
P.O Drawer 1510  
Fayetteville, NC, 28302

Cumberland County Board of Commissioners  
PO Box 1829  
Fayetteville, NC, 28302

To Whom It May Concern:

The Nursing Home Community Advisory Board (Nursing Home Board) would like for the County Commissioners to consider reappointing Clyde Hammond and Tom Lloyd to the NH Board for a 3<sup>rd</sup> consecutive term. Both Clyde and Tom play a vital role in the success of this board and have assumed leadership roles that will be uneasy to fill in the event of their absence. Replacing Clyde and Tom will be extremely difficult due to various volunteers lacking leadership skills and/or a genuine interest in maintaining the well-being of our seniors. Both individuals have also requested to stay on the board as their dedication to our seniors and to this board is extremely strong. Please consider both individuals for reappointment.

Thank you.



Kareem R. Strong, BA  
Regional Long Term Care Ombudsman  
910-323-4191 ext. 25



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

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
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 <sup>st</sup>	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)	8/14	2nd	Aug/17 8/31/17	No
Michael Blake 4194 Longview Ave Hope Mills, NC 28348 425-5933/797-9291	8/14	1st	Aug/17 8/31/17	Yes
Clyde E. Hammond (W/M) 1802 Flintshire Road Fayetteville, NC 28304 425-2774	6/11	2nd	Aug/14 8/31/14	No
Ron Rooks (B/M) 1571 Rossmore Dr Fayetteville, NC 28314 423-314-6067	8/14	1st	Oct/15 10/31/15	Yes

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

Nursing Home Advisory Board, page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Toney Edwards (B/M) 3622 Clearwater Drive Fayetteville, NC 28311 822-4261/864-6262	1/12	2nd	Jan /15 1/31/15	No
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)

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

**APPLICANTS FOR  
NURSING HOME ADVISORY BOARD**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
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**

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
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 <b>*SERVES ON THE ADULT CARE HOME COMMUNITY COMMITTEE*</b> 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	MA-BUSINESS BA-SOCIOLOGY AS-BUSINESS ADMIN.

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

<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
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
VITALE, CATHERINE (W/F) 2730 THURSBY CROSS FAYETTEVILLE NC 28306 772-359-6914 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: CAMPBELL LEADERSHIP INDEX ACADEMY	HEALTHCARE CONSULTANT SELF-EMPLOYED	BACHELORS-PSYCHOLOGY & SOCIOLOGY MASTERS-BUSINESS HEALTHCARE ADMIN.
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.** 9A

September 24, 2014

**October 6, 2014 Agenda Item**

TO: Board of Commissioners  
FROM: Kellie Beam, Deputy Clerk to the Board KB  
SUBJECT: Cumberland County Juvenile Crime Prevention Council (JCPC)

**BACKGROUND:** On September 15, 2014, the Board of Commissioners nominated the following individuals to fill three (3) vacancies on the Juvenile Crime Prevention Council:

Member of Business Community:  
**Kristine Thomas** (new appointment)

Juvenile Defense Attorney:  
**Juanita Baker** (new appointment)

Substance Abuse Professional:  
**Louis Leake** (new appointment)

I have attached the current membership list for this council.

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

Attachment

pc: Mark Stang, Cumberland County Communicare



CUMBERLAND COUNTY  
 JUVENILE CRIME PREVENTION COUNCIL  
 (Two year terms)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Local School Superintendent or designee</u>				
Bruce Morrison Cumberland County Schools P.O. Box 2357 Fayetteville, North Carolina 28302 Phone: 678-2495	1/12			
<u>Chief of Police or designee</u>				
Lt. Timothy Tew Fayetteville Police Department 467 Hay Street Phone: 433-1910	7/13			
<u>Local Sheriff or designee</u>				
Lt. Bobby Jeffers Cumberland County Sheriff's Office 131 Dick Street Fayetteville, North Carolina 28301 Phone: 677-5474	2/14			
<u>District Attorney or designee</u>				
Cheri Siler-Mack Assistant District Attorney District Attorney's Office 117 Dick Street, Suite 427 Fayetteville, North Carolina 28301 Phone: 678-2915	1/99			
<u>Chief Court Counselor or designee</u>				
Michael Strickland Department of Juvenile Justice P.O. Box 363 Fayetteville, North Carolina 28302 Phone: 678-2947	08/07			
<u>Mental Health Representative or designee</u>				
Tina Higgs Alliance Behavioral Healthcare – Community Relations, Court Liaison 711 Executive Place Fayetteville, North Carolina 28305 910-491-4794	04/14			

Cumberland County Juvenile Crime Prevention Council Page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Director of Social Services or designee</u> Melakne Simpson Cumberland County Department of Social Services P.O. Box 2429 Fayetteville, North Carolina 28302-2429 Phone: 677-2061	10/13			
<u>County Manager or designee</u> Melissa Cardinali Assistant County Manager Cumberland County Courthouse P.O. Box 1829 Fayetteville, North Carolina 28302-1829 Phone: 678-7745	7/14			
<u>Chief District Judge or designee</u> Judge Ed Pone P.O. Box 363 Fayetteville, North Carolina 28302 Phone: 678-2901	1/99			
<u>Health Director or designee</u> Archie Malloy Jail Health Administrator 205 Gillespie Street Fayetteville, North Carolina 28301 Phone: 672-5723	3/06			
<u>Parks and Recreation Representative</u> Melvin Lindsay City of Fayetteville Parks and Recreation Dept. 433 Hay Street Fayetteville, North Carolina 28301 Phone: 433-1547	2/05			
<u>County Commissioner</u> Billy R. King P.O. Box 1829 Fayetteville, NC 28302-1829 Phone: 678-7771	1/99			

Cumberland County Juvenile Crime Prevention Council, Page 3

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Substance Abuse Professional</u> Robin Black TASC 412 West Russell Street Fayetteville, NC 28302-3069 321-6792	8/12	2nd	Aug/14 8/31/14	No
<u>Member of Faith Community</u> Shawn Withy-Allen Manna Church 5117 Cliffdale Road Fayetteville, NC 28314 910-867-9151	10/12	1st	Oct/14 10/31/14	Yes
<u>Person Under Age 21</u> VACANT (vacated by J. Hassell)	01/11	1 <sup>st</sup> full term	Feb/13 2/28/13	Yes
<u>Juvenile Defense Attorney</u> Sarita Mallard 4508 Weaverhall Drive (PO Box 182-28302) Fayetteville, NC 28314 257-0847(Cell)/485-2201	8/12	2nd	Aug/14 8/31/14	No
<u>Member of Business Community</u> La-Lisa Hewett-Robinson S. Regional Area Health Education Ctr. 1601 Owen Drive Fayetteville, NC 28304 678-7293	8/12	2nd	Aug/14 8/31/14	No
<u>United Way or Non-Profit</u> Linda Blanton 5753 Bear Creek Cir Fayetteville, NC 28304 574-6522/826-3109	6/14	2nd	Aug/16 8/31/16	No
<u>At Large Representatives</u> Detective Melton Brown 300 Ruth Street Spring Lake, NC 28390 436-7167	8/13	1st	Aug/15 8/31/15	Yes



Cumberland County Juvenile Crime Prevention Council, Page 4

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

Non-Voting Member

Ronald Tillman  
DJJDP Regional Consultant  
100 Dillion Drive  
Butner, North Carolina 27509  
Phone: 919-575-3166 (W)

Meetings: Second Wednesday of each month at 8:00 AM. CC CommuniCare Conference Room – 226 Bradford Ave, Fayetteville NC 28301

Contact: Cumberland County Communicare – Phone: 222-6172 Fax: 485-4752

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.** 9B

September 24, 2014

**October 6, 2014 Agenda Item**

TO: Board of Commissioners  
FROM: Kellie Beam, Deputy Clerk to the Board **KB**  
SUBJECT: Cumberland County Workforce Development Board

BACKGROUND: On September 15, 2014, the Board of Commissioners nominated the following individuals to fill five (5) vacancies on the Cumberland County Workforce Development Board:

Private Sector:

**Linda Hoppmann** (reappointment for a third term)  
**David McCune** (reappointment for a second term)  
**Randall Newcomer** (reappointment for a second term)

Community Based Organization:

**Esther Acker** (reappointment for a third term)

Education:

**Esther Thompson** (reappointment for a second term)

I have attached the current membership list for this board.

**PROPOSED ACTION: Appoint individuals to fill the five (5) vacancies above.**

Attachment

pc: Jim Lott, Workforce Development  
Dr. Larry Keen, FTCC President  
Carl Mitchell, FTCC VP for HR and Institutional Effectiveness/Assessment



**WORKFORCE DEVELOPMENT CENTER**

410 Ray Avenue • P.O. Box 35236 • Fayetteville, North Carolina 28303-0236  
(910) 323-3421 • Fax: (910) 323-5755

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September 8, 2014

Cumberland County Board of Commissioners  
ATTN: Deputy Clerk to the Board (Kellie Beam)  
P.O. Box 1829  
Fayetteville, NC 28302-1829

Dear Ms. Beam:

On behalf of Dr. Keen, David McCune, and the Workforce Development Board (WDB), and as Chair of the Marketing/Bylaws/Nominations Sub-Committee of the WDB, I request that you notify the Board of Commissioners of the recommendation to appoint Linda Hoppmann and Esther Acker for a third term on the WDB.

Both Ms. Hoppmann and Ms. Acker have been exceptionally active on the WDB, and both hold the position of Chair for respective sub-committees (Business & Finance for Ms. Hoppmann and Program Activities & Community Relations for Ms. Acker). With Ms. Acker's and Ms. Hoppmann's second terms expiring in October 2014 and November 2014, respectively, we believe that it is for the betterment of the WDB and Cumberland County for their tenures to be extended for an additional term. Should you have any questions, please contact me at 410 Ray Ave, Fayetteville, NC 28301 or via email at [sthom7979@aol.com](mailto:sthom7979@aol.com).

Sincerely,

Esther Thompson  
Cumberland County Workforce Development Board  
Marketing/Bylaws/Nominations Sub-Committee, Chair

cc: Dr. J. Larry Keen  
Mr. Carl Mitchell



*Celebrating Our Past...Embracing Our Future*

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

Equal Opportunity Employer / Program



**Kellie Beam**

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**Subject:** FW: Request to extend WDB members

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**From:** PEGGY AAZAM [<mailto:aazamp@faytechcc.edu>]

**Sent:** Tuesday, September 09, 2014 2:58 PM

**To:** Kellie Beam

**Subject:** RE: Request to extend WDB members

Thanks, Kellie! That's great!

Please forward the request for reappointment for David McCune, Randall Newcomer, and Esther Thompson.

We are in the process of recruiting for the vacant positions (including J. Carl Manning) and exiting members. I will request an updated applicant list soon (I have been referring potential candidates to submit an application) so that the recommendation letters can be drafted.

Thank you again for all your help. Please let me know if anything needs to be clarified.

Peggy Aazam  
Administrative Support II  
Workforce Development Center  
410 Ray Ave  
Fayetteville, NC 28301  
(910) 323-3421 ext. 2126  
Fax (910) 323-5755

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

3 Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Private Sector:</u>				
Barbara Spigner (B/F) 5701 Cloister Ct Fayetteville, NC 28314 864-1807	11/11	1 <sup>st</sup>	Nov/14 11/30/14	Yes
Dr. Curtis Charles (B/M) 4402 Ping Court Fayetteville, NC 28312 263-7308/672-2954	8/14	1 <sup>st</sup>	Oct/17 10/31/17	Yes
David McCune (W/M) 106 Penmark Pl Fayetteville, NC 28301 476-2976/424-2978 (W)	10/11	1st	Oct/14 10/31/14	Yes
Rosie G. McMillan (B/F) FSU 1972 Culpepper Lane Fayetteville, NC 28304 864-0158/671-1105 (W)	10/11	2nd	Oct/14 10/31/14	No
Richard Everett(W/M) 408 Mirror Lake Drive Fayetteville, NC 28303 484-0432/677-2360 (W)	6/14	3rd	Oct/17 10/31/17	No
John Jones (NA/M) 4104 Bonfield Road Fayetteville, NC 28312 303-0444/222-1506	3/13	1st	Mar/16 3/31/16	Yes
Linda Hoppmann (W/F) 5331 Rimrock Ct Fayetteville, NC 28303 826-4939/483-5016 (W)	11/11	2nd	Nov/14 11/30/14	No
Rodney Anderson (B/M) 4321 Huntsfield Rd Fayetteville, NC 28314 826-0366/922-1214	4/14	1st	Apr/17 4/30/17	Yes

Cumberland County Workforce Development Board, page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Sara Jean Hicks (W/F) Aberdeen & Rockfish Railroad 655 Winslow Street Fayetteville, NC 28306 417-9072/483-8309 (W)	2/12	2nd	Feb/15 2/28/15	No
Randall Newcomer (W/M) 109 Cypress Lakes Circle Hope Mills, NC 28348 308-5432/424-1776 (W)	10/11	1 <sup>st</sup>	Oct/14 10/31/14	Yes
Jody Risacher (W/F) 3533 Sweetbay Circle Fayetteville, NC 28311 630-5102/483-7727	8/13	1 <sup>st</sup>	Aug/16 8/31/16	Yes
Charlene Cross (B/F) 1949 Culpepper Lane Fayetteville, NC 28304 630-1450/308-9413	3/13	1st	Mar/16 3/31/16	Yes
<u>Public Sector:</u>				
Pamela Gibson (W/F) 7526 Hammersley Road Fayetteville, NC 28306 423-1830/678-2416	3/13	1st	Mar/16 3/31/16	Yes
<u>Rehabilitation:</u>				
Ellen Morales ( /F) North Carolina Department of Human Resources Division of Vocational Rehabilitation Services 1200 Fairmont Court Fayetteville, NC 28304	11/06	(unlimited term - replaced by state agency)		
<u>Community Based Organization:</u>				
Esther Acker (W/F) 301 Coolee Circle Fayetteville, NC 28311 488-1402/323-3192 x32 (W)	10/11	2nd	Oct/14 10/31/14	No



<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Sara Hemingway Hallock (W/F) Communicare, Inc. 711B Executive Place Fayetteville, NC 28305 829-9017	2/12	2nd	Feb/15 2/28/15	No
VACANT (Vacated by J. Carl Manning)	5/11	2nd	May/14 5/31/14	No
<u>Economic Development:</u>				
Catherine Johnson (W/F) FCCCC 524 Deerpath Drive Fayetteville, NC 28311 822-4809/484-4242 x247 (W)	1/14	3 <sup>rd</sup>	Aug/17 8/31/17	No
<u>Employment Service:</u>				
Edith Edmond Employment Security Comm. 414 Ray Avenue Fayetteville, NC 28301 486-1010	12/11	(unlimited term - replaced by state agency)		
<u>Labor:</u>				
Joseph M. Smith (W/M) Goodyear 6005 Loudon Circle Hope Mills, NC 28348 424-6238/488-9295 x321 (W)/578-9933 (C)	10/11	2nd	Oct/14 10/31/14	No
<u>Education:</u>				
Brian (T.J.) Haney (W/M) FTCC 1660 Rock Creek Lane Fayetteville, NC 28301 488-4664/678-1068	8/13	1st	Aug/16 8/31/16	Yes
Esther Thompson (F) 511 Forest Lakes Rd Fayetteville, NC 28305 323-9687 (H) / 670-5515 (W)	11/11	1 <sup>st</sup>	Nov/14 11/30/14	Yes

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

Contact: Carl Mitchell – FTCC – 910-678-8373 – Email: mitchelc@faytechcc.edu  
Jim Lott (interoffice mail) 323-3421, CC: Dr. Larry Keen-FTCC

Regular Meetings: 2<sup>nd</sup> Tuesday, every other month beginning in February, 11:00 AM, FTCC – Thomas McLean Administration Bld Room 170, 2001 Hull Road, Fayetteville, NC 28303

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

\*Recommendations for the WFD Board should come from FTCC.

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

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

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

9C

BOARD OF COMMISSIONERS

September 24, 2014

October 6, 2014 Agenda Item

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

BACKGROUND: On September 15, 2014, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Joint Appearance Commission:

**Christopher Mitchell** (reappointment for a third term)

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, City of Fayetteville



## Kellie Beam

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**From:** Johnny Lanthorn [johnny.lanthorn@faypwc.com]  
**Sent:** Wednesday, September 03, 2014 1:09 PM  
**To:** Kellie Beam  
**Subject:** Re-appointment of Chris Mitchell

Ms. Beam,

I am writing you in reference to the re-appointment of Mr. Chris Mitchell. Chris is valuable team member, he serves in the capacity of the Chairman of the Appearance Awards Program sub-committee. With this committee we are attempting to get the process more streamlined so in the future it will just be a small function of this committee. As it stands now we need keep Mr. Mitchell in this capacity to see this project thru. Of the boards that I have served on, I have never seen such enthusiasm and passion to serve as Mr. Mitchell. As a board the JAC is humbly requesting that Mr. Mitchell be re-appointed for another term on the JAC. It will be doing our community a disservice if he is not re-appointed.

Thank you,  
Johnny Lanthorn  
Chairman JAC

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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>
Shelia Wilson 1839 Brawley Avenue Fayetteville, NC 28314 764-0638/551-4708	8/14	2nd	Aug/16 8/31/16	No
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 <sup>st</sup> full term	Aug/15 8/31/15	Yes

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

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

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. \_\_\_\_\_

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September 24, 2014

**October 6, 2014 Agenda Item**

TO: Board of Commissioners  
FROM: Kellie Beam, Deputy Clerk to the Board **KB**  
SUBJECT: Tourism Development Authority

BACKGROUND: At their September 15, 2014 meeting, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Tourism Development Authority:

Hotel/Motel Over 100 Rooms Representative:  
**Anup Contractor** (new appointment)

I have attached the current membership list for the Tourism Development Authority.

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

Attachment

pc: Candice White, Clerk to the Board



TOURISM DEVELOPMENT AUTHORITY  
3 Year Terms

4/14

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

Hotel/Motels under 100 rooms Representatives:

Daniel E. Roberts 4182 Sycamore Dairy Road Fayetteville, NC 28303 426-1416/826-9200 (W) <a href="mailto:dan@shaminhotels.com">dan@shaminhotels.com</a>	11/13	3 <sup>rd</sup> *	Oct/14 10/22/14	No
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*\*One additional year; October 23, 2013 – October 22, 2014\**

William S. Wellons, Jr. 406 Overton Place Fayetteville, NC 28303 868-5425/436-3131 (W) <a href="mailto:billy@wellonsrealty.com">billy@wellonsrealty.com</a>	11/13	2 <sup>nd</sup>	Aug/16 8/31/16	No
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Hotel/Motel over 100 rooms Representatives:

Vivek Tandon (A/M) 2857 Skye Drive Fayetteville, NC 28303 323-9070/438-0945(W-Assistant Nicole)/670-1072 (cell) <a href="mailto:Vtandon103@aol.com">Vtandon103@aol.com</a>	11/13	3 <sup>rd</sup> *	Oct/14 10/22/14	No
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*\*One additional year; October 23, 2013 – October 22, 2014\**

Manish Mehta 229 Forest Creek Drive Fayetteville, NC 28303 494-1918 (cell)/689-0800 <a href="mailto:msmehta@5points.nc.com">msmehta@5points.nc.com</a>	4/14	1 <sup>st</sup> full term	Mar/17 3/31/17	Yes
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*\*serving unexpired term; eligible to serve one additional term\**

Member of the Public Not Affiliated with Travel/Tourism

Dallas Mack Freeman 961 Kaywood Drive Fayetteville, NC 28311 488-9478/391-4177 (cell) <a href="mailto:mrashema@aol.com">mrashema@aol.com</a>	6/14	2 <sup>nd</sup>	June/17 6/30/17	No
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*Others:*

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

Doug Peters  
Fayetteville-Cumberland County Chamber of Commerce  
P.O. Box 9  
Fayetteville, NC 28302  
484-4242 / 973-4729 (cell)  
[dpeter@fayettevillencchamber.org](mailto:dpeter@fayettevillencchamber.org)

Cumberland County Manager (ex officio)

Amy Cannon

P.O. Box 1829

Fayetteville, NC 28302

678-7740

[acannon@co.cumberland.nc.us](mailto:acannon@co.cumberland.nc.us)

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

Board was appointed on March 11, 2002.

Meetings: Quarterly (January/April/July/October) - 4th Wednesday – 8:00 AM – Room 564

Contact: Candice White – 678-7771