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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**COURTHOUSE – ROOM 118**  
**DECEMBER 7, 2015**  
**9:00 AM**

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INVOCATION            Commissioner Larry Lancaster

Minister:            Rev. Dr. J. Richard McDuffie, Jr., Pastor of Westminster Presbyterian Church

Pledge of Allegiance –

Special Presentation

1.     Election of Officers:
  - A.     Chairman
  - B.     Vice Chairman
2.     Presentation of Plaque to Outgoing Chairman.
3.     Approval of Agenda
4.     Consent Agenda
  - A.     Approval of minutes for the November 16, 2015 regular meeting.
  - B.     Approval of Bonds for Public Officials.    **(Pg. 5)**
  - C.     Approval of Grant of Franchise for Operation of Courthouse and DSS Snack Bars – 2<sup>nd</sup> Reading.                    **(Pg. 7)**
  - D.     Approval of a Resolution to Lease Certain Real Property to Cumberland County Communicare, Inc.                    **(Pg. 15)**
  - E.     Approval of Settlement of Blue v. Cumberland County.        **(Pg. 25)**
  - F.     Approval of Acceptance of Offer to Purchase Certain Real Property Being 1.19 Acres Located Off Slocomb Road, Fayetteville, NC.    **(Pg. 31)**
  - G.     Approval of Acceptance of Offer to Purchase Certain Real Property Located at 420 Bryan Street, Fayetteville, NC 28305.        **(Pg. 33)**

- H. Approval of Payment of Prior Year Invoices to Echelon Consulting, Inc. for Foster Care Board Charges. **(Pg. 35)**
- I. Approval of Payment of Prior Year Invoices to Kidspace Corporation for Foster Care Board Charges. **(Pg. 41)**
- J. Approval of Prior Year Payment Requests from Cumberland County Public Health Department – Jail Health Program. **(Pg. 46)**
- K. Budget Revisions: **(Pgs. 53-65)**
- (1) School Capital Outlay **(Pgs. 53-55)**
- a. Revision in the amount of \$3,795,562 to appropriate fund balance to budget Capital Outlay Category I expenditures as approved by the Cumberland County Board of Education on November 10, 2015. (B16-146) **Funding Source – Fund Balance Appropriated** **(Pg. 53)**
- b. Revision in the amount of \$57,740 to appropriate fund balance to budget Capital Outlay Category II expenditures as approved by the Cumberland County Board of Education on November 10, 2015. (B16-146A) **Funding Source – Fund Balance Appropriated** **(Pg. 54)**
- c. Revision in the amount of \$181,725 to appropriate fund balance to budget Capital Outlay Category III expenditures as approved by the Cumberland County Board of Education on November 10, 2015. (B16-146B) **Funding Source – Fund Balance Appropriated** **(Pg. 55)**
- (2) Federal Forfeiture Justice **(Pg. 56)**
- Revision in the amount of \$46,250 to recognize additional receipts and allocate fund balance for additional expenses. (B16-147) **Funding Source – Federal**
- (3) NC Aids **(Pg. 57)**
- Revision in the amount of \$40,435 to budget additional State Funds received to support piloting a women’s Safe Spaces group. (B16-148) **Funding Source – State**

- (4) Community Development **(Pgs. 58-64)**
- a. Revision in the amount of \$14,402 to recognize funds received from the Salvation Army to repair units for Care Center Transitional Housing Program. (B16-150) **Funding Source – Other** **(Pg. 58)**
  - b. Revision in the amount of \$26,657 to carry forward prior year grant funds into FY2015-2016 budget. (B16-153) **Funding Source – Federal** **(Pg. 59)**
  - c. Revision in the amount of \$206,108 to carry forward prior year grant funds and the match into the FY2015-2016 budget. (B16-154/154A) **Funding Source – Federal and County Match** **(Pg. 60)**
  - d. Revision in the amount of \$20,702 to carry forward prior year funds into FY2015-2016 budget. (B16-155) **Funding Source – Fund Balance Appropriated** **(Pg. 62)**
  - e. Revision in the amount of \$35,562 to carry forward prior year grant funds into the FY2015-2016 budget. (B16-156) **Funding Source – Federal** **(Pg. 63)**
  - f. Revision in the amount of \$250,000 to carry forward prior year grant funds into the FY2015-2016 budget. (B16-157) **Funding Source – Federal** **(Pg. 64)**
- (5) Public Safety Other **(Pg. 65)**
- Revision in the amount of \$94,500 to increase the budget due to the expenditures related to Self-Contained Breathing Apparatus (SCBA) replacements and Chem Pro Air Monitors. (B16-158) **Funding Source – Fund Balance Appropriated**

#### PUBLIC HEARING

5. Public Hearing and Approval of Community Transportation Grant Submission for FY 16-17 **(Pg. 66)**

## ITEMS OF BUSINESS

- 6. Nominations to Boards and Committees **(Pg. 72-80)**
  - A. Civic Center Commission (5 Vacancies) **(Pg. 72)**

### **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.**

**THE MEETING VIDEO WILL BE AVAILABLE AT YOUTUBE.COM/CUMBERLANDCOUNTYNC ON TUESDAY, DECEMBER 8.**

**IT WILL BE REBROADCAST ON WEDNESDAY, DECEMBER 9, AT 7 P.M. AND FRIDAY, DECEMBER 11, AT 10:30 A.M.**

### **REGULAR BOARD MEETINGS:**

**December 21, 2015 – (Monday) – 6:45 PM  
January 4, 2016 – (Monday) – 9:00 AM  
January 19, 2016 – (Tuesday) – 6:45 PM**

KENNETH S. EDGE  
Chairman

W. MARSHALL FAIRCLOTH  
Vice Chairman

GLENN B. ADAMS  
JEANNETTE M. COUNCIL  
CHARLES E. EVANS  
JIMMY KEEFE  
LARRY L. LANCASTER



CUMBERLAND  
COUNTY  
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

ITEM NO. 4B

**MEMORANDUM FOR BOARD OF COMMISSIONERS CONSENT AGENDA**  
**DECEMBER 7, 2015 MEETING**

**TO: BOARD OF COMMISSIONERS**  
**FROM: CANDICE H. WHITE, CLERK TO THE BOARD** *CHW*  
**DATE: NOVEMBER 20, 2015**  
**RE: APPROVAL OF PUBLIC OFFICIAL BONDS**

**BACKGROUND:**

Pursuant to North Carolina General Statutes, the Board of Commissioners must approve bonds for selected officials at its first meeting in December.

**RECOMMENDATION/PROPOSED ACTION:**

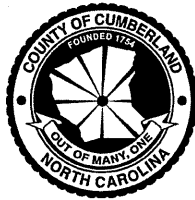
Approve the bonds listed below.

<u>Name/Position</u>	<u>Amount</u>	<u>Expires</u>	<u>Broker</u>	<u>Carrier</u>
Finance Officer (Vicki Evans – County of Cumberland)	\$100,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Vicki Evans – Eastover Sanitary District)	\$ 50,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Vicki Evans – Norcross Water and Sewer District)	\$ 50,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Finance Director (Vicki Evans – Tourism Development Authority)	\$ 50,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Accounting Supervisor (Robert Tucker – County of Cumberland)	\$ 50,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Deputy Finance Officer (Robert Tucker – Eastover Sanitary District)	\$ 20,000	Indefinite	Marsh	Ohio Casualty Ins. Co.

<u>Name/Position</u>	<u>Amount</u>	<u>Expires</u>	<u>Broker</u>	<u>Carrier</u>
Register of Deeds (J. Lee Warren, Jr.)	\$ 25,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Tax Administrator (Joe Utley)	\$200,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Sheriff (Earl Butler)	\$ 25,000	12-03-18	Marsh	Ohio Casualty Ins. Co.
Sheriff's Office (Chief Deputy Ennis Wright)	\$ 20,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Social Services (Brenda Reid Jackson)	\$ 20,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Community Development (Sylvia McLean)	\$ 20,000	Indefinite	Marsh	Ohio Casualty Ins. Co.

CC: Patsy Lucas, Risk Management  
Carol St. Louis, Finance

RICKEY L. MOOREFIELD  
County Attorney



ITEM NO. 4C

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 DECEMBER 7, 2015,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; Co. Manager

**FROM:** Asst. Co. Atty. *P. Jones*

**DATE:** November 30, 2015

**SUBJECT:** Approval of Grant of Franchise for Operation of Courthouse and DSS  
Snack Bars – 2<sup>nd</sup> Reading

**Attachment:** Franchise Agreement

**BACKGROUND:**

Shana B. Yi and Jae Yong Yi (Lee) have been operating the snack bar in the Courthouse since 2003 and at DSS since 2008 under a franchise granted by the Board of Commissioners. The franchise expires on December 31, 2015. Staff advertised for proposals to operate and provide snack bar services on October 8, 2015 and the Yis (Lees) were the only respondent.

Grant of a franchise requires two readings.

**RECOMMENDATION/PROPOSED ACTION:**

The first reading of the franchise ordinance was at the November 16, 2015 meeting. This is the second reading required by statute.

**AN ORDINANCE GRANTING A FRANCHISE FOR THE PROVISION OF FOOD SERVICES  
AT THE DEPARTMENT OF SOCIAL SERVICES BUILDING LOCATED AT 1225 RAMSEY STREET  
AND THE CUMBERLAND COUNTY COURTHOUSE LOCATED AT 117 DICK STREET**

WHEREAS, the County of Cumberland has certain property located at 1225 Ramsey Street, Fayetteville, North Carolina, known as the New DSS Building; and

WHEREAS, the County of Cumberland has certain property located at 117 Dick Street, Fayetteville, North Carolina, known as Cumberland County Courthouse; and

WHEREAS, SHANA B. YI AND JAE YONG YI (LEE), propose to provide snacks, meals and drinks to the employees and visitors of the New DSS Building located at 1225 Ramsey Street and the Cumberland County Courthouse, 117 Dick Street, Fayetteville, North Carolina; and

WHEREAS, the Board of Commissioners of Cumberland County wishes to grant the right to use County property to private entities by franchise ordinance and the Board of Commissioners finds and determines that it is in the public interest to grant a franchise to SHANA B. YI AND JAE YONG YI (LEE), for the New DSS Building, 1225 Ramsey Street, and the Cumberland County Courthouse, 117 Dick Street, Fayetteville, North Carolina;

NOW, THEREFORE, the Board of Commissioners of Cumberland County, North Carolina, hereby ordains that the following ordinance is, and it is, hereby enacted:

Section 1.        Purpose:

The purpose of this Ordinance is to provide for the orderly and careful use by SHANA B. YI AND JAE YONG YI (LEE), of a portion of the premises and facilities of the New DSS Building, 1225 Ramsey Street, and the Cumberland County Courthouse, 117 Dick Street, Fayetteville, North Carolina, to provide food services to the employees and visitors to those buildings, and to ensure such use contributes to the general welfare of the citizens of this County.

Section 2.        Franchise Granted:

The Board of Commissioners grants a franchise for the use of the areas designated as the snack bar in the DSS Building located at 1225 Ramsey Street, and the County Courthouse located at 117 Dick Street, Fayetteville, North Carolina, to SHANA B. YI AND JAE YONG YI (LEE), for the sole purpose of providing meals, snacks and drinks for the employees and visitors at those buildings. The terms and conditions of such franchise shall be set forth in a Franchise Agreement by and between said franchisee and the County of Cumberland and such terms and conditions are hereby incorporated by reference into this Ordinance.

Adopted upon at a first reading by the Cumberland County Board of Commissioners on the 16th day of November, 2015, and a second reading this 7th day of December, 2015.

\_\_\_\_\_  
Chairman  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
CANDICE WHITE  
Clerk to the Board



## **NORTH CAROLINA**

### **COUNTY OF CUMBERLAND**

### **SNACK BAR FRANCHISE AGREEMENT**

*First Reading November 16, 2015*

*Second Reading December 7, 2015*

THIS AGREEMENT, made and entered into December \_\_\_\_\_, 2015, 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 December 7, 2015; and

WHEREAS, FRANCHISEE is a food services vendor and has operated the DSS Snack Bar as a franchisee of the County under a franchise agreements dated September 23, 2008 and November 7, 2011, and the Courthouse Snack Bar as a franchisee of the County under a franchise agreements dated September 29, 2003 and November 7, 2011 ; and

WHEREAS, FRANCHISEE was the sole respondent to the County's Request for Proposal dated October 8, 2015 and desires 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 previous franchise agreements and each renewal thereof: and

WHEREAS, the Board of Commissioners desires to grant the described franchises under the 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 the spaces occupied by the Courthouse Snack Bar and the DSS Snack Bar for the continued operation of those Snack Bars from January 1, 2016 through December 31, 2019. FRANCHISEE shall have the option to renew this franchise agreement for an additional three years in one year increments.
2. **AGENCY AND AUTHORITY:** The COUNTY hereby designates Assistant County Manager Tracy Jackson as its agent with respect to this Agreement. The Assistant 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 Assistant 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 Tracy Jackson; P. O. Box 1829; Fayetteville, NC 28302-1829.  
FRANCHISEE shall maintain a point-of-sale system and accept patron debit and credit cards at each location.
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.

2. **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.
3. **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.
4. **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 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 \$ 500,000.00 for each occurrence, and \$1,000,000.00 aggregate
  - c. 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.

5. **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:

Tracy Jackson  
Assistant County Manager  
PO Box 1829  
Fayetteville, NC 28302-1829  
(910) 678-7726

6. **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.
7. **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.
8. **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.
9. **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: \_\_\_\_\_  
Kenneth Edge, Chairman  
Board of Commissioners

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

[COUNTY SEAL]

**FRANCHISEE:**

\_\_\_\_\_  
Shana B. Yi

\_\_\_\_\_  
Jae Yong Yi (Lee)

ATTEST:

BY: \_\_\_\_\_  
Witness

*Drafted by P. Jones November 9, 2015.*

Approved for Legal Sufficiency

\_\_\_\_\_  
Assistant County Attorney  
Expiration Date: December 31, 2019

AMY H. CANNON  
County Manager

JAMES E. LAWSON  
Deputy County Manager



MELISSA C. CARDINALI  
Assistant County Manager

W. TRACY JACKSON  
Assistant County Manager




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

4D

**OFFICE OF THE COUNTY MANAGER**

**MEMO FOR THE AGENDA OF THE DECEMBER 7, 2015  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** BOARD OF COMMISSIONERS

**FROM:** W. TRACY JACKSON, ASST. COUNTY MANAGER 

**THROUGH:** AMY H. CANNON, COUNTY MANAGER

**DATE:** NOVEMBER 19, 2015

**SUBJECT:** CONSIDERATION OF A RESOLUTION TO LEASE CERTAIN REAL PROPERTY TO CUMBERLAND COUNTY COMMUNICARE, INC.

**BACKGROUND**

The Board adopted the required resolution of intent at its October 19, 2015 meeting. Pursuant to G.S. 160A-272, the notice of intent was advertised in the *Fayetteville Observer* October 24, 2015. The publisher's affidavit is attached. Adoption of the following resolution will authorize the chairman to execute the lease.

**RECOMMENDATION/PROPOSED ACTION:**

Adopt the following resolution:

The Cumberland County Board of Commissioners finds:

The real property located at 109 Bradford Avenue will not be needed for government purposes for the term proposed for the lease of the property to Cumberland County Communicare, Inc.;

The Board adopted a resolution of intent to lease the property described herein at its regular meeting held October 19, 2015; and

The notice of intent to lease the property was advertised in the *Fayetteville Observer* on October 24, 2015.

BE IT THEREFORE RESOLVED that the chairman is authorized to execute a lease to Cumberland County Communicare, Inc., a non-profit corporation, for that property consisting of approximately 13,994 square feet of office space located at 109 Bradford Avenue, Fayetteville, NC, for a term of not more than three (3) years commencing December 7, 2015, at an annual rental rate of Forty One Thousand Three Hundred Eight Dollars (\$41,308).



# AFFIDAVIT OF PUBLICATION

NORTH CAROLINA  
Cumberland County

PUBLIC NOTICE OF PROPOSED LEASE  
PURSUANT TO G.S. 160A-272  
TAKE NOTICE the Cumberland County Board of Commissioners has found that the real property described herein will not be needed for government purposes for the term of the lease described herein and that the Board intends to adopt a resolution at its meeting to be held on December 7, 2015, approving the lease of approximately 13,994 square feet of office space located at 109 Bradford Avenue, Fayetteville, NC, to Cumberland County Communicare, Inc. for a term of three (3) years commencing December 7, 2015, at an annual rental rate of \$41,308.

Tracy Jackson  
Assistant County Manager  
10/24 4608449

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR  
Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is LEGAL SECRETARY  
of THE FAYETTEVILLE PUBLISHING COMPANY, a corporation organized and doing business under the Laws of the State of North Carolina, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line  
PUBLIC NOTICE OF PROPOSED LEASE  
of CUMB CO ATTORNEY'S  
was inserted in the aforesaid newspaper in space, and on dates as follows:

10/24/2015

and at the time of such publication The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.

The above is correctly copied from the books and files of the aforesaid corporation and publication.

*Cindy O. McNair*

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 19 day of November, A.D., 2015.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

*Pamela H. Walters*

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2015.

MAIL TO: CUMB CO ATTORNEY'S  
PO BOX 1829,  
FAYETTEVILLE, NC 28302

0004608449

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

LEASE AGREEMENT

Notice of Intent published in the *Fayetteville Observer* on  
Approved by the Board of Commissioners on

This Lease Agreement, made and entered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between **Cumberland County Communicare, Inc.**, a non-profit North Carolina corporation with a place of business at 109 Bradford Avenue, Fayetteville, North Carolina, hereinafter referred to as "LESSEE", and the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

**W I T N E S S E T H:**

THAT for and in consideration of the mutual promises hereinafter contained herein and subject to the terms and conditions hereinafter set forth or referred to, LESSOR does hereby lease and demise to LESSEE that certain space consisting of 13,994 square feet of office space located at 109 Bradford Avenue, Fayetteville, NC, and being the same space already occupied by Lessee.

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

1. **TERM:** The Lease shall commence the 2<sup>nd</sup> day of November, 2015, and unless sooner terminated, continue for three (3) years to June 30, 2018.
2. **RENT:** The rent shall be at an annual rate of FORTY-ONE THOUSAND THREE HUNDRED EIGHT DOLLARS (\$41,308). The rent shall be payable in quarterly installments beginning on July 1st each year.
3. **DEPOSIT:** LESSOR shall not require a security deposit from the LESSEE.
4. **SERVICES:** LESSOR covenants and agrees to furnish the leased premises with electrical service suitable for the intended use as general office space (including dedicated ground circuits for computer operation), including fluorescent tube and ballast replacements, heating and air conditioning for the comfortable use and occupancy of the leased premises, plus supplying and maintaining building common areas and restroom facilities, including hot and cold water, and sewage disposal in the building in which the leased premises are located. If the premises have a security system, Lessor will maintain it in good working order.
5. **PARKING LOT:** LESSEE shall have the right of shared use and enjoyment of the building's parking areas at no charge to the LESSEE.
6. **ASSIGNMENT OR SUB-LEASE:** The LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR. Such written consent will not be unreasonably withheld by LESSOR.

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

force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$500,000 per occurrence and naming LESSOR as an additional named insured.

13. **MAINTENANCE OF STRUCTURE:** LESSOR shall be responsible for the maintenance and good condition of the roof and supporting walls of the building leased hereunder and for maintenance in good working condition of all mechanical equipment (including but not limited to heating and air conditioning equipment) installed and provided by the LESSOR. The LESSEE shall be responsible for the maintenance in good condition of interior surfaces, floors, doors, ceilings, and similar items except that the LESSEE shall not be responsible for fair wear and tear or for major damage or destruction of such walls, grounds, surfaces, or any structural component of the premises.
14. **HEATING AND AIR CONDITIONING; JANITORIAL SERVICES:** LESSOR shall provide and maintain heating and air conditioning in good working condition. Temporary stoppages of heating services for the purposes of maintaining or repairing heating equipment and facilities shall not constitute a default by LESSOR in performance of this Lease, provided that the LESSOR exercises due diligence and care to accomplish such maintenance and repair and such stoppages do not continue to an unreasonable length of time. LESSOR shall be responsible for commercially reasonable janitorial service and trash removal from leased premises.
15. **PERSONAL PROPERTY AND IMPROVEMENTS:** Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.
16. **TAXES:** LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.
17. **NOTICE:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

**LESSEE:**

Cumberland County, Communicare, Inc.  
Attn: Executive Director  
P.O. Box 87830  
Fayetteville, NC 28304-0030

**LESSOR:**

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

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

18. **ORDINANCES AND REGULATIONS:** The LESSEE hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, officers and boards of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at the LESSEE'S sole cost and expense, but only insofar as any of such rules, ordinances, and regulations pertain to the manner in which the LESSEE shall use the leased premises, the obligation to comply in every other case, and also all cases where such rules, regulations, and ordinances require repairs, alterations, changes or additions to the building (including the leased premises) or building equipment, or any part of either, being hereby expressly assumed by the LESSOR and LESSOR covenants and agrees promptly and duly to comply with all such rules, regulations and ordinances with which LESSEE has not herein expressly agreed to comply.
19. **INDEMNIFICATION:** LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.
20. **REPAIR:** The premises shall meet all requirements necessitated by the ADA and OSHA Inspection Guidelines. Should it be necessary during the term of this Lease to repair the roof structure; exterior walls; or structural members or the building because of defect or failure, the LESSOR shall make such repairs or replacements at its sole cost and expense, within a reasonable time after demand is made in writing to the LESSOR to do so by the LESSEE. The LESSOR shall keep the premises, including all improvements, in good condition and repair and in a good, clean, and safe condition at all times during the term of this Lease Agreement.
21. **WARRANTY:** The LESSOR warrants that all plumbing, electrical, heating, and air conditioning units and facilities are in good working order at the commencement of this Lease.
22. **REMEDIES:** If either party shall be in default with respect to any separate performance hereunder, and shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this lease. The defaulting party shall remain fully liable for performing its remaining obligations under this lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, including reasonable attorneys fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be

deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by state or otherwise any may be enforced concurrently or from time to time.

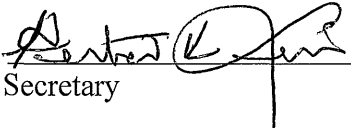

23. **SUCCESSOR AND ASSIGNS:** This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.
24. **ALTERATIONS AND PARTITIONS:** The LESSEE may make reasonable alterations and partitions to the interior of the premises to enhance their suitability for the uses contemplated in this Lease Agreement, provided prior written approval of the graphic plan for alterations and partitions shall be obtained from the LESSOR, who shall not unreasonably withhold such approval.
25. **UTILITIES:** Electrical power, water, and sewer services to serve the leased premises shall be at LESSOR'S expense. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease. LESSEE shall be prudent in its use of utilities and compliant with the LESSOR'S practices and policies related to utilities.
26. **RISKS OF LOSS:** As between the LESSOR and the LESSEE, any risk of loss of personal property placed by the LESSEE in or upon the leased premises shall be upon and a responsibility to the LESSEE, regardless of the cause of such loss.
27. **DESTRUCTION OF PREMISES:** If the leased premises should be completely destroyed or damaged so that more than fifty percent (50%) of the leased premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage.
28. **TERMINATION:** If the LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of fifteen (15) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the premises without prejudice to any other remedies allotted by law; and/or, if the LESSOR SHALL fail to perform any of the terms and conditions heretofore set forth and shall continue in such default thirty (30) days after written notice of such default, the LESSEE, at its discretion shall terminate this Lease and vacate the leased premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law.
29. **OCCUPANCY AND QUIET ENJOYMENT:** LESSOR promises that LESSEE shall have quiet and peaceable possession and occupancy of the above leased premises in accordance with the terms set forth herein, and that LESSOR will defend and hold harmless the LESSEE against any and all claims or demands of others arising from LESSEE'S occupancy of the premises or in any manner interfering with the LESSEE'S use and enjoyment of said premises.

30. **MODIFICATION**: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
31. **MERGER CLAUSE**: This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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

LESSEE: CUMBERLAND COUNTY  
COMMUNICARE, INC

ATTEST:

BY:  BY:   
Secretary Executive Director

LESSOR: COUNTY OF CUMBERLAND

ATTEST:

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Candice White, Clerk Kenneth Edge, Chair  
Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

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

WITNESS MY HAND and seal this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA

\_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is Secretary of Cumberland County Communicare, Inc., a nonprofit North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Executive Director, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_.

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

Approved for Legal Sufficiency

\_\_\_\_\_  
Vicki Evans, Finance Officer

\_\_\_\_\_  
County Attorney's Office

( ) Renewable

( ) Non-renewable

Expiration Date: June 30, 2018



RICKEY L. MOOREFIELD  
County Attorney



ITEM NO. 4E

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 BOARD OF COMMISSIONERS AGENDA OF 12/07/2015**

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Robert A. Hasty, Jr. *RAH*  
Assistant County Attorney

**DATE:** November 25, 2015

**SUBJECT:** APPROVAL OF SETTLEMENT OF BLUE v. CUMBERLAND COUNTY

**BACKGROUND**

In closed session on October 5, 2015, the Board tentatively agreed to a settlement of the case of Jackie Blue v. Cumberland County in accordance with the terms stated in the attached settlement agreement. The settlement has been approved by the other party.

**RECOMMENDATION**

It is recommended the settlement be approved.

## **SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is entered into among: Jackie Blue and Cumberland County. Collectively, all of the above will be referred to as "the Parties".

WHEREAS Jackie Blue filed a lawsuit against Cumberland County, 5:14-CV-86-FL, United States District Court for the Eastern District of North Carolina. The Complaint alleges that Cumberland County is in violation of the Americans with Disabilities Act (ADA) at the Crown Complex, and seeks injunctive relief as well as attorney fees and costs; and

WHEREAS the matter came on for a mediated settlement conference on September 24, 2015, before the agreed upon Mediator, T. Alan Pittman, at which time representatives of the parties reached a settlement agreement, subject to the approval of the Cumberland County Board of County Commissioners;

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. Cumberland County shall bring the subject property into ADA compliance with seven (7) years from the date of the execution of this agreement.
2. Cumberland County shall complete all remediation de minimis in expense within two (2) years from the date of execution of this agreement. Cumberland County shall install directional signage to compliant restrooms on the property within the same two (2) year time frame.
3. Cumberland County shall reimburse plaintiff's fees and expenses in the amount of \$45,000 within thirty (30) days of approval by the appropriate governmental body.
4. Jackie Blue shall dismiss the civil action within fourteen (14) days of receipt of the above payment.
5. This Agreement contains the entire agreement between the Parties with regard to the matters set forth in it and shall be binding upon and enure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. This agreement is the

compromise of a disputed claim and shall not be construed as an admission of liability. This agreement may not be amended except by written consent of the Parties.

**SIGNATURE PAGES FOLLOW**

**THE UNDERSIGNED HAS READ THE FOREGOING SETTLEMENT AGREEMENT AND  
RELEASE AND FULLY UNDERSTANDS IT.**

Signed, sealed and delivered this the 26<sup>th</sup> day of October, 2015.

CUMBERLAND COUNTY, NC

By: Kenneth S. Edge (SEAL)  
Kenneth S. Edge

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, Hope W. Page, Notary Public, do hereby certify that Kenneth Edge personally  
appeared before me this day and acknowledged the due execution of the foregoing Settlement  
Agreement for the purposes expressed therein.

Witness my hand and seal, this the 26<sup>th</sup> day of October, 2015,

Hope W. Page, Notary Public (SEAL)

My commission expires: 11/2/16



THE UNDERSIGNED HAS READ THE FOREGOING SETTLEMENT AGREEMENT AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this the 26<sup>th</sup> day of October, 2015.

By: [Signature]  
Christopher D. Lane  
Attorney for Plaintiff, Jackie Blue  
3802-A Clemmons Rd.  
Clemmons, NC 27012

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

I, Mary G. Smith, Notary Public, do hereby certify that Christopher D. Lane personally appeared before me this day and acknowledged the due execution of the foregoing Settlement Agreement for the purposes expressed therein.

Witness my hand and seal, this the 26 day of October, 2015,

Mary G. Smith, Notary Public (SEAL)

My commission expires: 9/15/19



RECEIVED

NOV 23 2015

THE UNDERSIGNED HAS READ THE FOREGOING SETTLEMENT AGREEMENT AND  
RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this the 14 day of November ~~December~~ 2015.

Jackie Blue (SEAL)  
Jackie Blue

STATE OF NORTH CAROLINA

COUNTY OF Cumberland

I, Frances Wiltcher, Notary Public, do hereby certify that Jackie Blue personally  
appeared before me this day and acknowledged the due execution of the foregoing Settlement  
Agreement for the purposes expressed therein.

Witness my hand and seal, this the 14 day of November, 2015,

Frances Wiltcher, Notary Public (SEAL)  
My commission expires: March 25, 2017



RECEIVED

NOV 23 2015

RICKEY L. MOOREFIELD  
County Attorney



ITEM NO. 4F

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 DECEMBER 7, 2015,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; Co. Manager; Hope Page  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** December 1, 2015  
**SUBJECT:** Acceptance of Offer to Purchase Certain Real Property Being 1.19 Acres Located off Slocumb Road, Fayetteville, NC

**BACKGROUND:**

On November 2, 2015, the Board adopted a resolution of its intent to accept the offer of Summer Stokes to purchase the property with PIN 0542-51-7136, being 1.19 Acres located off Slocumb Road, Fayetteville, NC, for \$4,874.05. Based on the County GIS system there does not appear to be a structure on the property. The tax value is \$15,000.

The property was sold subject to the upset bid process of G. S. § 160A-269. Notice of the proposed sale was advertised in the *Fayetteville Observer* November 6, 2015. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

**RECOMMENDATION/PROPOSED ACTION:**

County attorney recommends the Board accept this offer and authorize the Chair to execute a deed for the property upon the county's receipt of the balance of the purchase price.

# AFFIDAVIT OF PUBLICATION

NORTH CAROLINA  
Cumberland County

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 real property described herein is not needed for governmental purposes and proposes to accept an offer to purchase the property with PIN 0542-51-7156, being 1.19 acres located off Slocumb Rd., Fayetteville, for a purchase price of \$4,874.05. 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, November 2, 2015.

Candice White, Clerk to the Board  
11/6 4616005

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR  
Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is LEGAL SECRETARY  
of THE FAYETTEVILLE PUBLISHING COMPANY, a corporation organized and doing business under the Laws of the State of North Carolina, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line  
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE / SLOCUMB RD.  
of CUMB CO ATTORNEY'S  
was inserted in the aforesaid newspaper in space, and on dates as follows:

11/6/2015

and at the time of such publication The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.

The above is correctly copied from the books and files of the aforesaid corporation and publication.

*Cindy O. Mcnair*

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 6 day  
of November, A.D., 2015.

In Testimony Whereof, I have hereunto set my hand and affixed my  
official seal, the day and year aforesaid.

*Pamela H. Walters*

Pamela H. Walters, Notary Public

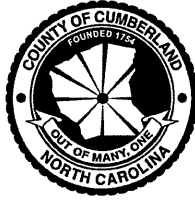
My commission expires 5th day of December, 2015.

MAIL TO: CUMB CO ATTORNEY'S  
PO BOX 1829, ,  
FAYETTEVILLE, NC 28302

0004616005



RICKEY L. MOOREFIELD  
County Attorney



ITEM NO. 4G

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 DECEMBER 7, 2015,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; Co. Manager; Hope Page  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** December 1, 2015  
**SUBJECT:** Acceptance Offer to Purchase Certain Real Property Located at 420 Bryan Street, Fayetteville, NC 28305

**BACKGROUND:**

On October 19, 2015, the Board adopted a resolution of its intent to accept the offer of L & I Investments, LLC, to purchase the property with PIN 0437-03-3553 located at 420 Bryan Street Fayetteville, NC, for \$6,616.23. Based on the GIS Map there is a structure on this parcel. It is a residential-zoned lot with a tax value of \$29,000.

The property was sold subject to the upset bid process of G. S. § 160A-269. Notice of the proposed sale was advertised in the *Fayetteville Observer* October 30, 2015. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

**RECOMMENDATION/PROPOSED ACTION:**

County attorney recommends the Board accept this offer and authorize the Chair to execute a deed for the property upon the county's receipt of the balance of the purchase price.

# AFFIDAVIT OF PUBLICATION

NORTH CAROLINA  
Cumberland County

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 an offer to purchase the property with PIN 0437-03-3553 located at 420 Bryan Street Fayetteville, NC for a purchase price of \$6,616.23. 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 19, 2015  
Candice White Clerk to the Board  
10/19

-610817

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is LEGAL SECRETARY of THE FAYETTEVILLE PUBLISHING COMPANY, a corporation organized and doing business under the Laws of the State of North Carolina, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line CUMBERLAND COUNTY BOARD OF COMMISSIONERS ADVERTISEMENT OF PROPOSAL... of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

10/30/2015

and at the time of such publication The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.

The above is correctly copied from the books and files of the aforesaid corporation and publication.

*Cindy O. McNair*

LEGAL SECRETARY

Title

Cumberland County, North Carolina

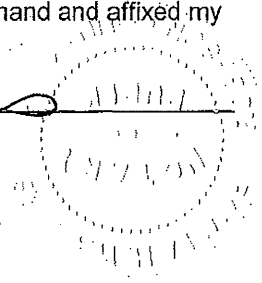
Sworn or affirmed to, and subscribed before me, this 19 day of November, A.D., 2015.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

*Pamela H. Walters*

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2015.



MAIL TO: CUMB CO ATTORNEY'S  
PO BOX 1829,  
FAYETTEVILLE, NC 28302

0004610817

VICKI EVANS  
Finance Director



ROBERT TUCKER  
Accounting Supervisor

ITEM NO. 4H

**FINANCE OFFICE**

4<sup>th</sup> Floor, Room No. 451, Courthouse • PO Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7753 • Fax (910) 323-6120

**MEMORANDUM FOR BOARD OF COMMISSIONERS CONSENT AGENDA OF  
DECEMBER 7, 2015**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR** *VE*

**DATE: NOVEMBER 30, 2015**

**SUBJECT: APPROVAL OF PAYMENT OF PRIOR YEAR INVOICES TO  
ECHELON CONSULTING, INC. FOR FOSTER CARE BOARD  
CHARGES**

**BACKGROUND**

The Department of Social Services is requesting payment totaling \$4,257.00 payable to Echelon Consulting, Inc. for room and board charges from March through June 2015. The delay was caused by the invoice being submitted incorrectly by the vendor to DSS. However, service delivery has been confirmed and payment is due to the vendor. The cost is able to be absorbed within DSS' current year budget.

**RECOMMENDATION**

Management is requesting approval to pay the prior year invoices in the amount of \$4,257.00.

*Celebrating Our Past...Embracing Our Future*

BRENDA REID JACKSON  
Director

DR. JEFFREY WILLIAMS  
Deputy Director



**CUMBERLAND  
COUNTY**  
NORTH CAROLINA

**DEPARTMENT OF SOCIAL SERVICES**

CLARETTA JOHNSON  
Assistant Director

BOBBIE REDDING  
Managing Attorney

To: Vicki Evans, Finance Director  
Thru: Brenda Jackson, DSS Director *BRJ*  
From: Claretta Johnson, DSS Assistant Director *CJ*  
Date: 10/26/2015  
Re: Outstanding Invoices for Echelon Consulting, Inc.

We are requesting approval for payment of foster care board charges from Echelon Consulting, Inc. The services for the attached invoices were rendered during FY 14-15. Payment was not made timely during the fiscal year intended because the invoices were sent to an incorrect email address by the vendor. As a result, invoices for March, April, May and June 2015 were received on October 16, 2015. We have verified that services were indeed provided. Therefore payment of \$4,257.00 is due to the vendor.

It is our understanding that payment of invoices for services provided in a previous fiscal year that has been closed, must be approved by the County Board of Commissioners. Upon your review and approval, please place item on the consent agenda for the next scheduled meeting.

Please contact me at 677-2057 if you need additional information. Thank you in advance for your assistance.

CJ/bsm

Attachments

*We stand united to strengthen individuals and families and to protect children and vulnerable adults...*

1  
7/1/15  
1700

Dates of Service	Service Description	Total Billed
June 1-30, 2015	[REDACTED]	1,290.00
	TOTAL BILLED DEPARTMENT OF SOCIAL SERVICES	1,290.00

### Final Approval

OCT 12 2015

ALL INVOICES ARE DUE TO DEPARTMENT OF SOCIAL SERVICES NO LATER THAN THE 5 WORKING DAY OF THE PAYMENT MONTH. INVOICES WILL NOT BE ACCEPTED FOR PAYMENT BEFORE THE END OF THE SERVICE MONTH AND LATE INVOICE PAYMENTS WILL BE REDUCED BY 25%.



1  
5/4/15  
1500

Dates of Service	Service Description	Total Billed
April 1-30, 2015	[REDACTED]	1,290.00
<b>TOTAL BILLED DEPARTMENT OF SOCIAL SERVICES</b>		<b>1,290.00</b>

### Final Approval

OCT 12 2015

ALL INVOICES ARE DUE TO DEPARTMENT OF SOCIAL SERVICES NO LATER THAN THE 5 WORKING DAY OF THE PAYMENT MONTH. INVOICES WILL NOT BE ACCEPTED FOR PAYMENT BEFORE THE END OF THE SERVICE MONTH AND LATE INVOICE PAYMENTS WILL BE REDUCED BY 25%.

QUALITY & CONVENIENCE  
ECHOLON

1  
4/3/15  
1400

OCT 12 2015

ALL INVOICES ARE DUE TO DEPARTMENT OF SOCIAL SERVICES NO LATER THAN THE 5 WORKING DAY OF THE PAYMENT MONTH. INVOICES WILL NOT BE ACCEPTED FOR PAYMENT BEFORE THE END OF THE SERVICE MONTH AND LATE INVOICE PAYMENTS WILL BE REDUCED BY 25%.



VICKI EVANS  
Finance Director



ROBERT TUCKER  
Accounting Supervisor

ITEM NO. 4I

**FINANCE OFFICE**

4<sup>th</sup> Floor, Room No. 451, Courthouse • PO Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7753 • Fax (910) 323-6120

**MEMORANDUM FOR BOARD OF COMMISSIONERS CONSENT AGENDA OF  
DECEMBER 7, 2015**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR** *ve*

**DATE: NOVEMBER 30, 2015**

**SUBJECT: APPROVAL OF PAYMENT OF PRIOR YEAR INVOICES TO  
KIDSPACE CORPORATION FOR FOSTER CARE BOARD  
CHARGES**

**BACKGROUND**

The Department of Social Services is requesting payment totaling \$856.43 payable to Kidspespace Corporation for room and board charges for the months of October 2014, December 2014 and January 2015. The delay was caused by the invoices being submitted incorrectly by the vendor to DSS. However, service delivery has been confirmed and payment is due to the vendor. The cost is able to be absorbed within DSS' current year budget.

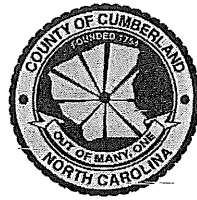
**RECOMMENDATION**

Management is requesting approval to pay the prior year invoices in the amount of \$856.43.

*Celebrating Our Past...Embracing Our Future*

BRENDA REID JACKSON  
Director

DR. JEFFREY WILLIAMS  
Deputy Director



CUMBERLAND  
COUNTY  
NORTH CAROLINA

DEPARTMENT OF SOCIAL SERVICES

CLARETTA JOHNSON  
Assistant Director

BOBBIE REDDING  
Managing Attorney

To: Vicki Evans, Finance Director  
Thru: Brenda Jackson, DSS Director  
From: Claretta Johnson, DSS Assistant Director  
Date: 10/30/2015  
Re: Outstanding Invoices for Kidspeace Corporation

Approved  
11-2-15

We are requesting approval for payment of foster care board charges from Kidspeace Corporation. The services for the attached invoices were rendered during FY 14-15. Payment was not made timely during the fiscal year intended because the vendor failed to submit invoices for payment. As a result, invoices for October 2014, December 2014 and January 2015 were received on October 23, 2015. We have verified that services were indeed provided. Therefore payment of \$856.43 is due to the vendor.

It is our understanding that payment of invoices for services provided in a previous fiscal year that has been closed, must be approved by the County Board of Commissioners. Upon your review and approval, please place item on the consent agenda for the next scheduled meeting.

Please contact me at 677-2057 if you need additional information. Thank you in advance for your assistance.

CJ/bsm

Attachments

*We stand united to strengthen individuals and families and to protect children and vulnerable adults...*



EIN# 23-2744765

4085 Independence Drive  
Schnecksville, PA 18078

610.799.7906 Tel  
610.799.7994 Fax  
800.854.3123 Toll Free

CUSTOMER NO.	INVOICE DATE	INVOICE NO.
CP29	1/12/15	20150112

TO NC CUMBERLAND COUNTY DSS  
PO BOX 2429  
ATTN: FOSTER CARE FINANCE  
FAYETTEVILLE, NC 28302

PLEASE REMIT TO:  
KidsPeace Corp  
PO Box 536550  
Pittsburgh, PA 15253-5907  
PLEASE REMIT BY 1/26/15

*Jan 2015*

NAME	FROM	THRU	DAYS	RATE	TOTAL
<del>XXXXXXXXXX</del> NCF P: 1802719 Unit: CP29/003 ALL INCLUSIVE ROOM & BOA	11/25/14 DOB 01/01/15	01/06/15 6/13/10 01/06/15 7999	5	46.22	231.10
<i>added to Jan 2015 Spreadsheet.</i>					
<i>outstanding</i>					
Bill Seq#: 20150112CP29					
"THIS AGENCY COMPLIES WITH TITLE VI, CIVIL RIGHTS ACT P.L. 88-352 AND APPLICABLE FEDERAL REGULATIONS."					
TOTAL AMOUNT DUE					231.10

PrintConcepts (610) 391-9898 Fax (610) 391-9898



**KidsPeace®**  
EIN# 23-2744765

4085 Independence Drive  
Schnecksville, PA 18078

610.799.7906 Tel  
610.799.7994 Fax  
800.854.3123 Toll Free

CUSTOMER NO.	INVOICE DATE	INVOICE NO.
CP29	12/24/14	20141224

TO NC CUMBERLAND COUNTY DSS  
PO BOX 2429  
ATTN: FOSTER CARE FINANCE  
FAYETTEVILLE, NC 28302

PLEASE REMIT TO:  
KidsPeace Corp  
PO BOX 513024  
PHILADELPHIA, PA 19175-3024  
PLEASE REMIT BY 1/07/15

NAME	FROM	THRU	DAYS	RATE	TOTAL
<del>████████████████████</del> NCF P: 1749084 Unit: CP29/009 ALL INCLUSIVE ROOM & BOA 947360395T	06/22/14 DOB 12/01/14	12/18/14 4/01/03 12/18/14 7999	17	18.74	318.58
<p><i>Alliance</i></p> <p>8/8 - 8/31/14 - 24 days \$2125.92 - # 881640</p> <p>9/1 - 9/30/14 - 30 days \$2657.40 - # 881642</p> <p>10/1 - 10/31/14 - 31 days \$2745.98 - # 881643</p> <p>11/1 - 11/30/14 - 30 days \$2657.40 - # 881646</p> <p>billed 12/29/14</p>					
Bill Seq#: 20141224CP29					
<small>"THIS AGENCY COMPLIES WITH TITLE VI, CIVIL RIGHTS ACT P.L. 88-352 AND APPLICABLE FEDERAL REGULATIONS."</small>					
TOTAL AMOUNT DUE ▶					318.58

*outstanding*

OCT 23 REC'D

PrintConcepts (610) 391-9898 Fax (610) 391-9898



EIN# 23-2744765

4085 Independence Drive  
Schnecksville, PA 18078

610.799.7906 Tel  
610.799.7894 Fax  
800.854.3123 Toll Free

CUSTOMER NO.	INVOICE DATE	INVOICE NO.
CP29	10/22/14	20141021

TO NC CUMBERLAND COUNTY DSS  
PO BOX 2429  
ATTN: FOSTER CARE FINANCE  
FAYETTEVILLE, NC 28302

PLEASE REMIT TO:  
KidsPeace Corp  
PO BOX 513024  
PHILADELPHIA, PA 19175-3024  
PLEASE REMIT BY 11/05/14

NAME	FROM	THRU	DAYS	RATE	TOTAL
<b>[REDACTED]</b> NCF P: 1768720 Unit: CP29/003 ALL INCLUSIVE ROOM & BOA 946661949R	08/21/14 DOB 10/01/14	10/16/14 1/19/01 10/16/14 29663	15	20.45	306.75

added to Oct 2014  
spreadsheet on  
10/22/14.

outstanding

OCT 23 REC'D



ITEM NO. 4J

**FINANCE OFFICE**

4<sup>th</sup> Floor, Room No. 451, Courthouse • PO Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 678-7753 • Fax (910) 323-6120

**MEMORANDUM FOR BOARD OF COMMISSIONERS CONSENT AGENDA OF  
DECEMBER 7, 2015**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR** *VE*

**DATE: NOVEMBER 30, 2015**

**SUBJECT: APPROVAL OF PRIOR YEAR PAYMENT REQUESTS FROM  
HEALTH DEPARTMENT – JAIL HEALTH PROGRAM**

**BACKGROUND**

Each year a cutoff date for invoice processing is set by the Finance Department to allow for sufficient time to run reports and analyze data for the fiscal year year-end close and financial audit. Since the cutoff date, the Health Department received the following five fiscal year 2015 invoices that need consideration for payment:

<u>Vendor</u>	<u>Amount</u>
Quality Mobile X-Ray, Inc.	\$ 130.00
Walgreens #07805	66.20
Walgreens #07805	66.20
Walgreens #07805	66.20
Walgreens #07805	180.60
<b>Total</b>	<b>\$ 509.20</b>

Sufficient funds exist within the current fiscal year 2016 Health Department budget to cover the prior year cost; therefore, a budget revision is not needed.

**RECOMMENDATION**

Management is requesting approval to pay the Health Department's prior year invoices totaling \$1,721.76.

*Celebrating Our Past...Embracing Our Future*





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

**DEPARTMENT OF PUBLIC HEALTH**

Memo

**received**  
11/25/15 [Signature]

TO: Vicki Evans, Finance Director  
FROM: Tracy Gurganus, Accounting Specialist  
DATE: November 24, 2015  
SUBJECT: Request to pay old year invoices

*Carly [Signature] 11/24/15*

Attached please find five Fiscal Year 15 invoices we need approval to pay. All invoices are related to jail health.

Each of these invoices were received after the cut-off for paying FY 15 invoices

We strive to have all invoices paid in a timely manner, however; we cannot anticipate medical service invoices.

Thank you for your consideration of this request.

# Quality Mobile X-Ray, Inc.

Quality Mobile X-Ray, Inc.  
PO Box 26636  
Winston Salem, NC 27114-6636  
336-724-9600

## Invoice

Date	Invoice #
03/01/2015	9284
Terms	Due Date
Net 30	03/31/2015

### Bill To

Cumberland County Detention Center  
Medical Department  
204 Gillespie Street  
Fayetteville, NC 28301

**30** PAST DUE

Date	Service	Activity	Amount
02/03/2015	71010TC/Chest 1 View	[REDACTED]	65.00
02/03/2015	71010TC/Chest 1 View	[REDACTED]	65.00
<p>(y) Kimberly McLeod</p> <p>V# Qual020687</p> <p>101-431-4306-3203</p> <p>\$ 130.00</p>			
Total			\$130.00

RECEIVED  
11-9-15


NOV 12 2015



(9) Kimberly McArthur

1-WC/P&C Indicator: WC		2-Date of Billing: 03202015 mm dd cyy	
P A T I E N T	3-Last: [REDACTED] 4-First: [REDACTED]		NCPDP WORKERS COMPENSATION/ PROPERTY & CASUALTY CLAIM FORM Version 1.1 - 05/2009 © 2008-2009. All rights reserved. <b>FOR OFFICE USE ONLY</b> 15 (Document Control Number)
	5-Address: CUMBERLAND COUNTY JAIL		
	6-City: FAYETTEVILLE 7-State: NC		
	8-Zip: 28304 9-Tel #: [REDACTED]		
C A R R I E R	10-D.O.B.: [REDACTED] 11-D.O.I.: [REDACTED] mm dd cyy mm dd cyy		SIGNATURE OF PROVIDER (I certify that the statements on the reverse apply to this bill and are made a part thereof.)  Signature on file 03202015 30-(Signed) 31-(Date)
	12-I.D.: [REDACTED] 13-Qualifier: 01 14-Gender: 1		
	16-Jurisdictional State: NC		
	17-Claim Ref #: 629018455		
E M P L O Y E R	18-Name: CUMBERLAND COUNTY DETENTION		<b>ATTENTION PROVIDER!</b> <b>ATTTESTATION STATEMENT!</b>
	19-Address: 204 GILLESPIE ST		
	20-City: FAYETTEVILLE 21-State: NC		
	22-Zip: 283015646		
P H A R M A C Y	23-Name: CUMBERLAND CO JAIL HEALTH		40-ID: 1871659557 41-Qual: 01 42-Last: CHANDLER 43-First: MARK 44-Address: _____ 45-City: _____ 46-State: _____ 47-Zip: _____ 48-Tel #: 910.672.5726
	24-Address: 204 GILLESPIE ST		
	25-City: FAYETTEVILLE 26-State: NC		
	27-Zip: 28301 28-Tel #: _____		
P A Y E E	29-Contact Name: _____		57-Jurisdiction #1: _____ 58-Jurisdiction #2: _____ 59-Jurisdiction #3: _____ 60-Jurisdiction #4: _____ 61-Jurisdiction #5: _____
	32-ID: 1295740298 33-Qual: 01		
	34-Name: Walgreens #07805		
	35-Address: 3296 VILLAGE DR		
C L A I M	36-City: FAYETTEVILLE 37-State: NC		62-Prescription/ Service Ref. # 1407737 63-Qual. 1 64-Fill # 0 65-Date Written mm dd cyy 11122014 66-Date of Service mm dd cyy 11122014 67-Submission Clarification 68-Prescription Origin
	38-Zip: 283043817		
	39-Tel #: (910)433-4681		
	49-ID: 94-3355101 50-Qual: 11		
C O M P O U N D	51-Name: CompToday		69-Product/Service ID 00378191405 70-Qual. 03 71-Quantity Dispensed 60 72-Days Supply 30 73-DAW Code 0 74-Prior Auth #. Submitted 75-PA. Type 0 76-Description CLONAZEPAM TABS 77-Strength 2 78-Unit Of Measure MG 79-Other Coverage 0 80-Delay Reason 81-Other Payer ID 82-Qual 83-Other Payer Date MM DD CCYY 84-Other Payer Rejects DUR 85-Reason / 86-Service / 87-Result 88-Level of Effort 89-Procedure Modifier 90-Dosage Form Description Code 91-Dispensing Unit Form Indicator 92-Route of Administration 93-Ingredient Component Count
	52-Address: PO Box 27887		
	53-City: Salt Lake City 54-State: UT		
	55-Zip: 84127		
C O M P O U N D	56-Tel #: (877)730-2226		94-Product Name 95-Product ID 96-Qual 97-Ingredient Qty 98-Ingredient Drug Cost 99-Basis Cost  V# WALG 36192A 101- 431- 4306- 2381 \$66.20
	69-Product/Service ID		
	70-Qual.		
	71-Quantity Dispensed		
C O M P O U N D	72-Days Supply		100-Usual & Customary Charge 101-Basis of Cost Det. 102-Ingredient Cost Submitted 103-Dispensing Fee Submitted 104-Other Amount Submitted 105-Sales Tax Submitted 106-Gross Amount Due (Submitted)  107-Patient Paid Amount 108-Other Payer Amount Paid 109-Other Payer Patient Resp. Amt. 110-Net Amount Due Inv # 3834434
	73-DAW Code		
	74-Prior Auth #. Submitted		
	75-PA. Type		
C O M P O U N D	76-Description		107-Patient Paid Amount 108-Other Payer Amount Paid 109-Other Payer Patient Resp. Amt. 110-Net Amount Due Inv # 3834434
	77-Strength		
	78-Unit Of Measure		
	79-Other Coverage		
C O M P O U N D	80-Delay Reason		107-Patient Paid Amount 108-Other Payer Amount Paid 109-Other Payer Patient Resp. Amt. 110-Net Amount Due Inv # 3834434
	81-Other Payer ID		
	82-Qual		
	83-Other Payer Date MM DD CCYY		
C O M P O U N D	84-Other Payer Rejects		107-Patient Paid Amount 108-Other Payer Amount Paid 109-Other Payer Patient Resp. Amt. 110-Net Amount Due Inv # 3834434
	85-Reason / 86-Service / 87-Result		
	88-Level of Effort		
	89-Procedure Modifier		
C O M P O U N D	90-Dosage Form Description Code		107-Patient Paid Amount 108-Other Payer Amount Paid 109-Other Payer Patient Resp. Amt. 110-Net Amount Due Inv # 3834434
	91-Dispensing Unit Form Indicator		
	92-Route of Administration		
	93-Ingredient Component Count		
C O M P O U N D	94-Product Name		107-Patient Paid Amount 108-Other Payer Amount Paid 109-Other Payer Patient Resp. Amt. 110-Net Amount Due Inv # 3834434
	95-Product ID		
	96-Qual		
	97-Ingredient Qty		
C O M P O U N D	98-Ingredient Drug Cost		107-Patient Paid Amount 108-Other Payer Amount Paid 109-Other Payer Patient Resp. Amt. 110-Net Amount Due Inv # 3834434
	99-Basis Cost		
	100-Usual & Customary Charge		
	101-Basis of Cost Det.		
C O M P O U N D	102-Ingredient Cost Submitted		107-Patient Paid Amount 108-Other Payer Amount Paid 109-Other Payer Patient Resp. Amt. 110-Net Amount Due Inv # 3834434
	103-Dispensing Fee Submitted		
	104-Other Amount Submitted		
	105-Sales Tax Submitted		
C O M P O U N D	106-Gross Amount Due (Submitted)		107-Patient Paid Amount 108-Other Payer Amount Paid 109-Other Payer Patient Resp. Amt. 110-Net Amount Due Inv # 3834434
	107-Patient Paid Amount		
	108-Other Payer Amount Paid		
	109-Other Payer Patient Resp. Amt.		
C O M P O U N D	110-Net Amount Due		107-Patient Paid Amount 108-Other Payer Amount Paid 109-Other Payer Patient Resp. Amt. 110-Net Amount Due Inv # 3834434
	Inv # 3834434		
	107-Patient Paid Amount		
	108-Other Payer Amount Paid		

(9) Kimberly McSpird

		1-WC/P&C Indicator: WC		2-Date of Billing: 10162014 mm dd ccyy		 <b>WORKERS COMPENSATION/ PROPERTY &amp; CASUALTY CLAIM FORM</b> Version 1.1 - 05/2009 © 2008-2009. All rights reserved. <b>FOR OFFICE USE ONLY</b> 15 (Document Control Number)  SIGNATURE OF PROVIDER (I certify that the statements on the reverse apply to this bill and are made a part thereof.)  Signature on file 10162014 30-(Signed) 31-(Date)  <b>ATTENTION PROVIDER!</b>  <b>ATTESTATION STATEMENT!</b>						
<b>PATIENT</b>	3-Last: [REDACTED]	4-First: [REDACTED]		5-Address: CUMBERLAND COUNTY JAIL				6-City: FAYETTEVILLE		7-State: NC		
	8-Zip: 28304	9-Tel #: [REDACTED]		10-D.O.B. [REDACTED] mm dd ccyy				11-D.O.I.: [REDACTED] mm dd ccyy		12-I.D.: [REDACTED]		
	13-Qualifier: 01		14-Gender: 1									
<b>CARRIER</b>	16-Jurisdictional State: NC		17-Claim Ref #: 629018455		18-Name: CUMBERLAND COUNTY DETENTION		19-Address: 204 GILLESPIE ST		20-City: FAYETTEVILLE		21-State: NC	
	22-Zip: 283015646											
	23-Name: CUMBERLAND CO JAIL HEALTH		24-Address: 204 GILLESPIE ST		25-City: FAYETTEVILLE		26-State: NC		27-Zip: 28301		28-Tel #: [REDACTED]	
<b>EMPLOYER</b>	29-Contact Name: [REDACTED]											
	32-ID: 1295740298		33-Qual: 01		34-Name: Walgreens #07805		35-Address: 3296 VILLAGE DR		36-City: FAYETTEVILLE		37-State: NC	
	38-Zip: 283043817		39-Tel #: (910)433-4681		40-ID: 1871659557		41-Qual: 01		42-Last: CHANDLER		43-First: MARK	
<b>PHARMACY</b>	44-Address: [REDACTED]		45-City: [REDACTED]		46-State: [REDACTED]		47-Zip: [REDACTED]		48-Tel #: [REDACTED]			
	49-ID: 84-1626384		50-Qual: 11		51-Name: CompToday		52-Address: PO Box 27887		53-City: Salt Lake City		54-State: UT	
	55-Zip: 84127		56-Tel #: (877)730-2226		57-Jurisdiction #1: [REDACTED]		58-Jurisdiction #2: [REDACTED]		59-Jurisdiction #3: [REDACTED]		60-Jurisdiction #4: [REDACTED]	
<b>PAYEE</b>	61-Jurisdiction #5: [REDACTED]											
	62-Prescription/ Service Ref. #		63-Qual.		64-Fill #		65-Date Written mm dd ccyy		66-Date of Service mm dd ccyy		67-Submission Clarification	
	1386635		1		1		10122014		10122014		68-Prescription Origin	
<b>CLAIM</b>	69-Product/Service ID		70-Qual.		71-Quantity Dispensed		72-Days Supply		73-DAW Code		74-Prior Auth #. Submitted	
	00378191405		03		60		30		0		75-PA. Type	
	76-Description		77-Strength		78-Unit Of Measure		79-Other Coverage		80-Delay Reason			
<b>COB</b>	CLONAZEPAM TABS		2		MG		0					
	81-Other Payer ID		82-Qual		83-Other Payer Date MM DD CCYY		84-Other Payer Rejects		DUR		DUR / PPS / CODES	
	85-Reason / 86-Service / 87-Result											
<b>COMPOUND</b>	88-Level of Effort		89-Procedure Modifier		90-Dosage Form Description Code		91-Dispensing Unit Form Indicator		92-Route of Administration		93-Ingredient Component Count	
<b>COMPOUND</b>	94-Product Name		95-Product ID		96-Qual		97-Ingredient Qty		98-Ingredient Drug Cost		99-Basis Cost	
	1		V # WAL 636192A									
	2		101-431-4306-2381									
<b>COMPOUND</b>	3											
	4											
	5											
<b>COMPOUND</b>	6											
	7											
<b>COMPOUND</b>	100-Usual & Customary Charge		101-Basis of Cost Det.		102-Ingredient Cost Submitted		103-Dispensing Fee Submitted		104-Other Amount Submitted		105-Sales Tax Submitted	
	06		66.20		0.00						66.20	
	107-Patient Paid Amount		108-Other Payer Amount Paid		109-Other Payer Patient Resp. Amt.		110-Net Amount Due		66.20		Inv # 3588163	

(y) Kimberly McDonald

RECEIVED  
MAR 3 2015

NCPDP

WORKERS COMPENSATION/ PROPERTY  
& CASUALTY CLAIM FORM  
Version 1.1 - 05/2009

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FOR OFFICE USE ONLY  
15 (Document Control Number)

SIGNATURE OF PROVIDER  
(I certify that the statements on the reverse  
apply to this bill and are made a part  
thereof.)

Signature on file 03202015  
30-(Signed) 31-(Date)

ATTENTION PROVIDER!

ATTENTION STATEMENT!

1-WC/P&C Indicator: WC 2-Date of Billing: 03202015  
mm dd cyy

PATIENT  
3-Last: [REDACTED] 4-First: [REDACTED]  
5-Address: CUMBERLAND COUNTY JAIL  
6-City: FAYETTEVILLE 7-State: NC  
8-Zip: 28304 9-Tel #: [REDACTED]  
10-D.O.B.: [REDACTED] 11-D.O.I.: [REDACTED]  
mm dd cyy mm dd cyy  
12-I.D.: [REDACTED] 13-Qualifier: 01 14-Gender: 1

CARRIER  
16-Jurisdictional State: NC  
17-Claim Ref #: 629018455  
18-Name: CUMBERLAND COUNTY DETENTION  
19-Address: 204 GILLESPIE ST  
20-City: FAYETTEVILLE 21-State: NC  
22-Zip: 283015646

EMPLOYER  
23-Name: CUMBERLAND CO JAIL HEALTH  
24-Address: 204 GILLESPIE ST  
25-City: FAYETTEVILLE 26-State: NC  
27-Zip: 28301 28-Tel #: [REDACTED]  
29-Contact Name: [REDACTED]

PHARMACY  
32-ID: 1295740298 33-Qual: 01  
34-Name: Walgreens #07805  
35-Address: 3296 VILLAGE DR  
36-City: FAYETTEVILLE 37-State: NC  
38-Zip: 283043817  
39-Tel #: (910)433-4681

PAYEE  
49-ID: 94-3355101 50-Qual: 11  
51-Name: CompToday  
52-Address: PO Box 27887  
53-City: Salt Lake City 54-State: UT  
55-Zip: 84127  
56-Tel #: (877)730-2226

DISCLOSURE  
40-ID: 1871659557 41-Qual: 01  
42-Last: CHANDLER  
43-First: MARK  
44-Address: [REDACTED]  
45-City: [REDACTED] 46-State: [REDACTED]  
47-Zip: [REDACTED]  
48-Tel #: 910.672.5726

JURISDICTION  
57-Jurisdiction #1: [REDACTED]  
58-Jurisdiction #2: [REDACTED]  
59-Jurisdiction #3: [REDACTED]  
60-Jurisdiction #4: [REDACTED]  
61-Jurisdiction #5: [REDACTED]

CLAIM  
62-Prescription/Service Ref. # 1386635 63-Qual. 1 64-Fill # 0 65-Date Written mm dd cyy 09122014 66-Date of Service mm dd cyy 09122014 67-Submission Clarification 68-Prescription Origin

69-Product/Service ID 00378191405 70-Qual. 03 71-Quantity Dispensed 60 72-Days Supply 30 73-DAW Code 0 74-Prior Auth #. Submitted 0 75-PA. Type 0

76-Description CLONAZEPAM TABS 77-Strength 2 78-Unit Of Measure MG 79-Other Coverage 0 80-Delay Reason

81-Other Payer ID 82-Qual 83-Other Payer Date MM DD CCYY 84-Other Payer Rejects 85-Reason / 86-Service / 87-Result


88-Level of Effort 89-Procedure Modifier 90-Dosage Form Description Code 91-Dispensing Unit Form Indicator 92-Route of Administration 93-Ingredient Component Count

COMPOUND  
94-Product Name 95-Product ID 96-Qual 97-Ingredient Qty 98-Ingredient Drug Cost 99-Basis Cost

V# WALG36192A  
101-431-4306-2381 \$66.20

Pricing (Format (1,234.56))

100-Usual & Customary Charge	101-Basis of Cost Det. 06	102-Ingredient Cost Submitted 66.20	103-Dispensing Fee Submitted 0.00	104-Other Amount Submitted	105-Sales Tax Submitted	106-Gross Amount Due (Submitted) 66.20
107-Patient Paid Amount	108-Other Payer Amount Paid	109-Other Payer Patient Resp. Amt.	110-Net Amount Due 66.20	Inv # 3834432		

P A T I E N T  C A R R I E R  E M P L O Y E E  P H A R M A C Y  P A Y E E  C L A I M  C O M P O U N D		1-WC/P&C Indicator: WC				2-Date of Billing: 11172014 mm dd cyy				 <b>NCPDP</b> WORKERS COMPENSATION/ PROPERTY & CASUALTY CLAIM FORM Version 1.1 - 05/2009 © 2008-2009. All rights reserved. <div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>FOR OFFICE USE ONLY</b>            15 (Document Control Number)         </div> <div style="border: 1px solid black; padding: 5px;"> <b>SIGNATURE OF PROVIDER</b>            (I certify that the statements on the reverse            apply to this bill and are made a part            thereof.)             Signature on file 11172014            30-(Signed) 31-(Date)         </div> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>ATTENTION PROVIDER!</b>   <b>ATTENTION STATEMENT!</b> </div>					
		3-Last: ██████████		4-First: ██████████		5-Address: 2806 CAMBRIC DR		6-City: HOPE MILLS						7-State: NC	
		8-Zip: 283488014		9-Tel #: ██████████		10-D.O.B: ██████████ mm dd cyy		11-D.O.I: ██████████ mm dd cyy						12-I.D.: ██████████	
		13-Qualifier: 01		14-Gender: 2		16-Jurisdictional State: NC		17-Claim Ref #: 122868623						18-Name: CUMBERLAND COUNTY DETENTION	
		19-Address: 204 GILLESPIE ST		20-City: FAYETTEVILLE		21-State: NC		22-Zip: 283015646						23-Name: CUMBERLAND CO JAIL HEALTH	
24-Address: 204 GILLESPIE ST		25-City: FAYETTEVILLE		26-State: NC		27-Zip: 28301		28-Tel #: ██████████		29-Contact Name: ██████████					
32-ID: 1295740298		33-Qual: 01		34-Name: Walgreens #07805		35-Address: 3296 VILLAGE DR		36-City: FAYETTEVILLE		37-State: NC					
38-Zip: 283043817		39-Tel #: (910)433-4681		P R E S C R I B E R  J U R I S D I C T I O N		40-ID: 1841231230		41-Qual: 01		42-Last: DOMER					
43-First: ANDREW		44-Address: 120 WILLIAM PENN PLZ				45-City: DURHAM		46-State: NC		47-Zip: 277042150					
48-Tel #: 9192205255		57-Jurisdiction #1: ██████████				58-Jurisdiction #2: ██████████		59-Jurisdiction #3: ██████████		60-Jurisdiction #4: ██████████					
50-Qual: 11		51-Name: CompToday				52-Address: PO Box 27887		53-City: Salt Lake City		54-State: UT					
55-Zip: 84127		56-Tel #: (877)730-2226				61-Jurisdiction #5: ██████████		62-Product/Service ID		63-Qual: 1					
64-Fill #: 0		65-Date Written: 08292014		66-Date of Service: 08292014		67-Submission Clarification		68-Prescription Origin		69-Product/Service ID					
70-Qual: 03		71-Quantity Dispensed: 60		72-Days Supply: 30		73-DAW Code: 0		74-Prior Auth #: Submitted		75-PA Type: 0					
76-Description: MELOXICAM TABS		77-Strength: 8		78-Unit Of Measure: MG		79-Other Coverage: 0		80-Delay Reason		81-Other Payer ID					
82-Qual		83-Other Payer Date: MM DD CCYY		84-Other Payer Rejects		85-Reason / 86-Service / 87-Result		88-Level of Effort		89-Procedure Modifier					
90-Dosage Form Description Code		91-Dispensing Unit Form Indicator		92-Route of Administration		93-Ingredient Component Count		94-Product Name		95-Product ID					
96-Qual		97-Ingredient Qty		98-Ingredient Drug Cost		99-Basis Cost		100-Usual & Customary Charge		101-Basis of Cost Det.					
102-Ingredient Cost Submitted: 180.60		103-Dispensing Fee Submitted: 0.00		104-Other Amount Submitted		105-Sales Tax Submitted		106-Gross Amount Due (Submitted): 180.60		107-Patient Paid Amount					
108-Other Payer Amount Paid		109-Other Payer Patient Resp. Amt.		110-Net Amount Due: 180.60		Inv # 3547394									

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B16-146
Date Received	11/25/2015
Date Completed	

Fund No. 106 Agency No. 470 Organ. No. 4704

Organization Name: School Capital Outlay Category I (Buildings)

ITEM NO. 4K(1)a

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated (Sales Tax)	0	3,795,562	3,795,562

Total 0 3,795,562 3,795,562

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3836	338	School Capital Outlay Category I	4,620,000	3,795,562	8,415,562

Total 4,620,000 3,795,562 8,415,562

**Justification:**

Revision in the amount of \$3,795,562 to appropriate fund balance (sales tax) to budget Capital Outlay Category I expenditures as approved by the Cumberland County Board of Education on November 10, 2015.

**Funding Source:**

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

**Fund Balance:**

Submitted By: Bob Sucher Date: 11/25/15  
Department Representative

Reviewed By: Deborah W. Shaw Date: 11/26/15  
Budget Analyst

Reviewed By: Wicki Evans Date: 12/1/15  
Finance Director

Reviewed By: Theresa D. Anderson Date: 12-1-15  
Assistant County Manager

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



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B16-146A
Date Received	11/25/2015
Date Completed	

Fund No. 106 Agency No. 470 Organ. No. 4706  
 Organization Name: School Capital Outlay Category II (Equipment)

ITEM NO. 4K(1)b

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated (Sales Tax)	30,000	57,740	87,740

Total	30,000	57,740	87,740
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**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3837	339	School Capital Outlay Category II	2,314,375	57,740	2,372,115

Total	2,314,375	57,740	2,372,115
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**Justification:**

Revision in the amount of \$57,740 to appropriate fund balance (sales tax) to budget Capital Outlay Category II expenditures as approved by the Cumberland County Board of Education on November 10, 2015.

**Funding Source:**

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

Submitted By: Bob Tucker Date: 11/25/15  
 Department Representative

Reviewed By: Deborah W. Shaw Date: 11/25/15  
 Budget Analyst

Reviewed By: Wicki Evans Date: 12/1/15  
 Finance Director

Reviewed By: Angela Dandaneau Date: 12-1-15  
 Assistant County Manager

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

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B16-146B
Date Received	11/25/2015
Date Completed	

Fund No. 106 Agency No. 470 Organ. No. 4708  
 Organization Name: School Capital Outlay Category III (Vehicles)

ITEM NO. 4K(Dc)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Appropriated (Sales Tax)	0	181,725	181,725
Total		0	181,725	181,725

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3838	340	School Capital Outlay Category III	500,000	181,725	681,725
Total			500,000	181,725	681,725

**Justification:**

Revision in the amount of \$181,725 to appropriate fund balance (sales tax) to budget Capital Outlay Category III expenditures as approved by the Cumberland County Board of Education on November 10, 2015.

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

Submitted By: Bob Tucker Date: 11/25/15  
 Department Representative

Reviewed By: Deborah W. Shaw Date: 11/25/15  
 Budget Analyst

Reviewed By: Wicki Evans Date: 12/1/15  
 Finance Director

Reviewed By: Myrina Dandaniel Date: 12-1-15  
 Assistant County Manager

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

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B116-147</u>
Date Received	<u>11-30-15</u>
Date Completed	

Fund No. 230 Agency No. 422 Organ. No. 422P

Organization Name: Federal Forfeiture-Justice

ITEM NO. 4K(2)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4005	Federal Drug Forfeiture	50,000	20,000	70,000
9901	Fund Balance	0	26,250	26,250
				-
				-
				-
Total		50,000	46,250	96,250

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2994	367	Misc Furn/Equip	10,000	30,000	40,000
2995	367	Computer Software	0	6,200	6,200
3433	367	M/R Equipment	10,000	7,500	17,500
3438	367	M/R Vehicles	0	2,550	2,550
3445	367	Telephone	10,000	3,000	13,000
2992	367	Department Supplies	5,000	(3,000)	2,000
					-
					-
					-
Total			35,000	46,250	81,250

**Justification:**

To increase revenue based on additional receipts recognized/anticipated and allocate available fund balance for additional expenses.

**Funding Source:**

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

Submitted By: Earl R. Butler Date: 11/16/15  
Sheriff/Department Rep

Reviewed By: Deborah W. Shaw Date: 11/30/15  
Budget Analyst

Reviewed By: Wicki Gans Date: 12/1/15  
Finance Director

Reviewed By: Theresa Dandridge Date: 12-1-15  
Assistant County Manager

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



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B116-148</u>
Date Received	<u>11-30-15</u>
Date Completed	

Fund No. 101 Agency No. 431 Organ. No. 4328  
 Organization Name: NC Aids

ITEM NO. 4K(3)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4122	CAPUS	26,919	40,435	67,354
				-
				-
				-
				-
				-
Total		26,919	40,435	67,354

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3390	215	Contracted Services	26,919	40,435	67,354
					-
					-
					-
					-
					-
					-
					-
Total			26,919	40,435	67,354

**Justification:**

Budgeting additional State Funds received to support piloting a women's Safe Spaces group.

Funding Source: State: 40,435 Federal: \_\_\_\_\_ Fund Balance: County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: \_\_\_\_\_

Submitted By: Candice Date: 11/20/15  
 Department Representative  
 Reviewed By: Deborah W. Shaw Date: 11/30/15  
 Budget Analyst  
 Reviewed By: Wicki Evans Date: 12/1/15  
 Finance Director  
 Reviewed By: Theresa Olandowski Date: 12-1-15  
 Assistant County Manager

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

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B16-150</u>
Date Received	<u>11-30-15</u>
Date Completed	

Fund No. 448 Agency No. 450 Organ. No. 4589  
 Organization Name: Community Development-Support Hsg Prog

ITEM NO. 4K(4)a

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
7670	Misc Revenue	0	14,402	14,402
				-
				-
				-
				-
				-
	Total	0	14,402	14,402

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
341N	434	Homeless Services	40,702	14,402	55,104
					-
					-
					-
					-
					-
					-
		Total	40,702	14,402	55,104

**Justification:**

To recognize funds received from the Salvation Army to repair units for Care Center Transitional Housing program.

**Funding Source:**

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

**Fund Balance:**

Submitted By: Sylvia StMBLW Date: 11/17/15  
 Department Representative  
 Reviewed By: Deborah W. Shaw Date: 11/30/15  
 Budget Analyst  
 Reviewed By: Wick Evans Date: 12/1/15  
 Finance Director  
 Reviewed By: Theresa Dardine Date: 12-1-15  
 Assistant County Manager

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

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B16-153</u>
Date Received	<u>11/30/15</u>
Date Completed	

Fund No. 447 Agency No. 450 Organ. No. 4586

Organization Name: Community Development-HOME Admin

ITEM NO. 4 K(4)6

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4538	HOME Entitlement Grant	25,837	26,657	52,494
				-
				-
				-
				-
				-
	Total	25,837	26,657	52,494

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2510	428	Fuel Vehicle	200	1,000	1,200
2601	428	Office Supplies	200	2,000	2,200
299A	428	Computer Hardware	0	2,000	2,000
2992	428	Department Supplies	200	1,800	2,000
2994	428	Misc Furniture / Equipment	0	2,000	2,000
3401	428	Advertising	0	2,000	2,000
3406	428	Dues & Subscriptions	100	2,000	2,100
3419	428	Misc	149	2,557	2,706
3438	428	M/R Vehicles	500	1,500	2,000
3440	428	Postage	0	1,000	1,000
3455	428	Printing	0	2,000	2,000
3470	428	Travel Employee	800	3,400	4,200
3474	428	Training	800	3,400	4,200
		Total	2,949	26,657	29,606

**Justification:**

To carryforward prior year grant funds into FY2015-16 budget.

**Funding Source:**

State: \_\_\_\_\_

Other: \_\_\_\_\_

Federal: x \_\_\_\_\_

Fees: \_\_\_\_\_

**Fund Balance:**

County: \_\_\_\_\_

New: \_\_\_\_\_

Prior Year: \_\_\_\_\_

Other: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Sylvia M. Green  
Department Representative

Date: 11/5/15

Reviewed By: \_\_\_\_\_

Deborah W. Shaw  
Budget Analyst

Date: 11/30/15

Reviewed By: \_\_\_\_\_

Wicki Evans  
Finance Director

Date: 12/1/15

Reviewed By: \_\_\_\_\_

revised 7-1-14

Deanna Dondarici  
Assistant County Manager

Date: 12-1-15

Approved By:

County Manager

Board of County Commissioners

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

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



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B16-154</u>
Date Received	<u>11-30-15</u>
Date Completed	

Fund No. 447 Agency No. 450 Organ. No. 4587  
 Organization Name: Community Development-HOME Program

ITEM NO. 4 K(4)c

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4538	HOME Entitlement Grant	832,531	119,922	952,453
9110	Transfer from General Fund	158,133	86,186	244,319
				-
				-
				-
				-
	Total	990,664	206,108	1,196,772

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3419	430	Misc	0	3,000	3,000
342X	430	Housing Rehab	635,664	5,108	640,772
3425	430	Affordable Housing	101,245	198,000	299,245
					-
					-
					-
					-
					-
		Total	736,909	206,108	943,017

**Justification:**

To carryforward prior year grant and match funds into FY2015-16 budget.

Funding Source: State: \_\_\_\_\_ Federal: ☒ County: \_\_\_\_\_ New: \_\_\_\_\_ Other: \_\_\_\_\_  
 Other: \_\_\_\_\_ Fees: \_\_\_\_\_ Prior Year: ☒

Submitted By: Deborah Taylor Date: 11/30/15  
 Department Representative  
 Reviewed By: Deborah W. Shaw Date: 11/30/15  
 Budget Analyst  
 Reviewed By: Wicki Evans Date: 12/1/15  
 Finance Director  
 Reviewed By: Theresa L. Cardinale Date: 12.1.15  
 Assistant County Manager

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

Budget Office Use	
Budget Revision No.	B10-154A
Date Received	11/30/2015
Date Completed	

REVENUE					
Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised	Budget
9901	Fund Balance Appropriated		86,186		86,186
					-
					-
					-
					-
	Total	0	86,186		86,186

EXPENDITURES						
Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised	Budget
3893	080	Transfer to Fund 447	158,133	86,186		244,319
						-
						-
						-
						-
						-
						-
						-
						-
						-
		Total	158,133	86,186		244,319

To carryforward prior year grant and match funds for Community Development's Home Program into the FY2015-2016 budget.

Submitted By: _____	Date: _____	<div>Approved By: _____</div> <div>_____</div> <div>County Manager</div> <div>_____</div> <div>Board of County Commissioners</div> <div>_____</div> <div>Date: _____</div>
Reviewed By: <u>Deborah W. Shaw</u>	Date: <u>11/30/15</u>	
Budget Analyst		
Reviewed By: <u>Wade Evans</u>	Date: <u>12/1/15</u>	
Finance Director		
Reviewed By: <u>Theresa Padonakis</u>	Date: <u>12.1.15</u>	
Assistant County Manager		

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B116-155</u>
Date Received	<u>11-30-15</u>
Date Completed	

Fund No. 448 Agency No. 450 Organ. No. 4589

Organization Name: Community Development-Support Hsg Prog

ITEM NO. 4K(4)d

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901	Fund Balance Approp	20,000	20,702	40,702
				-
				-
				-
				-
				-
	Total	20,000	20,702	40,702

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
341N	434	Homeless Services	20,000	20,702	40,702
					-
					-
					-
					-
					-
					-
		Total	20,000	20,702	40,702

**Justification:**

To carryforward prior year funds into FY2015-16 budget.

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

Submitted By: Sylvia St. Martin Date: 11/6/15  
Department Representative

Reviewed By: Deborah W. Shaw Date: 11/30/15  
Budget Analyst

Reviewed By: Wicki Evans Date: 12/1/15  
Finance Director

Reviewed By: Heather Olandine Date: 12.1.15  
Assistant County Manager

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



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B16-156</u>
Date Received	<u>11-30-15</u>
Date Completed	

Fund No. 446 Agency No. 450 Organ. No. 4580  
 Organization Name: Community Development - CDBG Housing

ITEM NO. 4K(4)e

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4539	CDBG Entitlement Grant	906,491	35,562	942,053
				-
				-
				-
				-
				-
	Total	906,491	35,562	942,053

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
2510	416	Fuel Vehicle	1,000	3,000	4,000
341F	416	Housing Rehab	629,448	17,385	646,833
346T	416	CHDO Kingdom	0	15,177	15,177
					-
					-
					-
					-
					-
		Total	630,448	35,562	666,010

**Justification:**

To carryforward prior year grant funds into FY 2015-16 budget.

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

Submitted By: Sylvia H. Miller Date: 11/5/15  
 Department Representative  
 Reviewed By: Deborah W. Shaw Date: 11/30/15  
 Budget Analyst  
 Reviewed By: Wicki Evans Date: 12/1/15  
 Finance Director  
 Reviewed By: Theresa M. Landinelli Date: 12-1-15  
 Assistant County Manager

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

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B16-157</u>
Date Received	<u>11/30/15</u>
Date Completed	

Fund No. 446 Agency No. 450 Organ. No. 4582  
 Organization Name: Community Development - Public Facilities

ITEM NO. 4 K(4) F

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4539	CDBG Entitlement Grant	250,000	250,000	500,000
				-
				-
				-
				-
				-
	Total	250,000	250,000	500,000

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
341T	418	Public Facilities	250,000	250,000	500,000
					-
					-
					-
					-
					-
					-
		Total	250,000	250,000	500,000

**Justification:**

To carryforward prior year grant funds into FY2015-16 budget.

**Funding Source:**

State: \_\_\_\_\_  
 Other: \_\_\_\_\_

Federal: ☒ \_\_\_\_\_  
 Fees: \_\_\_\_\_

**Fund Balance:**

County: \_\_\_\_\_ New: \_\_\_\_\_  
 Prior Year: \_\_\_\_\_

Other: \_\_\_\_\_

Submitted By: Debra Taylor Date: 11/30/15  
 Department Representative  
 Reviewed By: Deborah W. Shaw Date: 11/30/15  
 Budget Analyst  
 Reviewed By: Vicki Evans Date: 12/1/15  
 Finance Director  
 Reviewed By: Melina Olandina Date: 12-1-15  
 Assistant County Manager

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



Budget Office Use	
Budget Revision No.	B11-158
Date Received	11/30/2015
Date Completed	

ITEM NO. 4K(5)

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised	Budget
9901	Fund Balance Appropriated		94,500		-
(101-999-9999)					-
					-
					-
					-
					-
	Total	0	94,500		94,500

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised	Budget
5019	120	ER Response	81,213	94,500		175,713
						-
						-
						-
						-
						-
						-
						-
						-
		Total	81,213	94,500		175,713

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

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Manager  
Board of County Commissioners Date: \_\_\_\_\_

Patricia Hall,  
Chair  
Town of Hope Mills

Charles Morris,  
Vice-Chair  
Town of Linden

Jami McLaughlin,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman

Donovan McLaurin,  
Wade, Falcon & Godwin



# CUMBERLAND COUNTY NORTH CAROLINA

## Planning & Inspections Department

ITEM NO.

5

Thomas J. Lloyd,  
Director


Cecil P. Combs,  
Deputy Director

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

Benny Pearce,  
Town of Eastover

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 7, 2015

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** JOEL STRICKLAND, FAMPO EXECUTIVE DIRECTOR 

**DATE:** NOVEMBER 30, 2015

**SUBJECT:** PUBLIC HEARING AND APPROVAL OF SUBMISSION OF THE  
FY 2017 APPLICATION FOR THE COMMUNITY  
TRANSPORTATION PROGRAM GRANT FUNDS

### BACKGROUND

This is the annual request that funds the administration portion of the Cumberland County Community Transportation Program. The funding period runs from July 1, 2016 to June 30, 2017. Approval by the Cumberland County Board of Commissioners is required, as is a Public Hearing. The administrative funding will be used for salaries and fringes of the Transportation Coordinator and the Transportation Assistants, office supplies, driver drug and alcohol testing, travel to meetings and conferences, program marketing for all services provided to County residents, legal advertising (public hearing advertisements for grants), and North Carolina Public Transportation Association (NCPTA) membership.

The Public Hearing was advertised in both English and Spanish in the Fayetteville Observer on November 26, 2015.

The Community Transportation Program is requesting the following funding amounts from the North Carolina Department of Transportation:

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$132,078	\$19,812 (15%)

As shown above, the local share is \$19,812 which equals 15% of the total funds. The remaining funds come from the state and federal governments.

### RECOMMENDATION/PROPOSED ACTION

Approve submission of the FY 2017 Community Transportation Program Grant Application to the North Carolina Department of Transportation to meet the December 11, 2015 deadline.

/js



### Background

The Federal Transit Administration, on the behalf of the Secretary of Transportation, apportions appropriated 5311 funds annually to the Governor of each state for public transportation projects in non-urbanized areas.

Specifically, the Section 5311 program intends to: (1) enhance the access of people in nonurbanized areas to health care, shopping, education, employment, public services and recreation; (2) assist in the maintenance, development, improvement and use of public transportation systems in non-urbanized areas; (3) encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in nonurbanized areas through the coordination of programs and services; (4) assist in the development and support of intercity bus transportation; (5) provide for the participation of private transportation providers in non-urbanized transportation; (6) to provide and enhance public transportation to the Tribal Transit Program on Indian reservations/tribal lands and to provide transit services to serve tribal communities; (7) to provide technical assistance to include project planning, program and management development, public transportation coordination activities, and research to promote effective delivery of public transportation in rural areas of the designated Appalachian region, and (8) to enhance and improve access to jobs through employment-related transportation services for welfare recipients and eligible low-income individuals; this includes transportation of residents from urbanized and rural areas to suburban employment opportunities. Public Transportation definition has changed slightly under MAP-21 by including a reference to 'shared ride' transportation. From the FTA Circular C 9040.1G, the definition is:

*"Public transportation means regular, continuing **shared-ride** surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income... Public transportation can be either fixed-route or demand-response service, but excludes intercity passenger rail provided by Amtrak, intercity bus service, charter bus service, school bus service, sightseeing services, courtesy shuttle services provided by individual businesses, and intra-terminal or intra-facility shuttle services."*

The Governor of North Carolina, in accordance with the Urban Mass Transportation Act of 1964, as amended, designated the N.C. Department of Transportation (NCDOT) Public Transportation Division (PTD) as the agency to receive and administer federal and state public transportation funds. The NCDOT (G.S. 136-44.20) is the recipient of all Section 5311 funds and the Community Transportation Program (CTP) applicant is the sub-recipient. The purpose of Section 5311 assistance is the provision of public transportation services and maximum feasible coordination with other rural transportation services.

The Public Transportation Division shall have principal responsibility and authority for the administration of the Section 5311 Program, and shall administer the programs in accordance with the guidance published by the Federal Transit Administration Circular 9040.1G and in accordance with existing Federal and State regulations pertaining to the administration of Federal grants by the North Carolina Department of Transportation. Transportation systems

can use Section 5311 funds for public transportation projects in non-urbanized areas. Because most rural trips end in urbanized areas, Section 5311 funds can be used for portions of trips in urbanized areas, however, the primary beneficiary of the transportation must be rural areas. A rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation disadvantaged. Transportation disadvantaged people include elderly people and people with disabilities.

NCDOT incorporates the Federal Section 5311, State Rural Capital Program (includes vehicles and related equipment, facility improvements and baseline technology) and the State Human Service Transportation Management Program into a single CTP funding application.

**NCDOT PTD  
PROJECT FUNDING REQUEST FORM**

**Project Funding Request Form**

DATE SUBMITTED:

APPLICANT'S LEGAL NAME:

MPO

RPO

NCDOT DIVISION

BUDGET TYPE:

**GENERAL INFORMATION**

MAILING ADDRESS:

PHYSICAL ADDRESS:

CONTACT PERSON:

PHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

CURRENT FISCAL YEAR

STATE FUNDING

FEDERAL FUNDING-FTA

LOCAL FUNDING

OTHER FUNDING

TOTAL GRANT AMOUNT

**FOR OFFICE USE ONLY**

PREPARED BY:

REQUEST RECOMMENDATION OR REJECTION

PROJECT LOCATION:

FEDERAL PROGRAM?

STATE PROGRAM?

PROJECT or

**PROJECT / PROGRAM DESCRIPTION:**

The administrative funding will be used for salaries and fringes of the Transportation Coordinator and the Transportation Assistant, office supplies, driver drug and alcohol testing, travel to meetings and conferences, program marketing for all services provided to County residents, legal advertising (public hearing advertisements for grants), and North Carolina Public Transportation Association (NCPTA) membership.

**PROJECT / PROGRAM BENEFITS:**

The importance of this funding is that it assists with program planning for all services provided by the Cumberland County Community Transportation Program to include: EDTAP (elderly and disabled - medical and pharmacy trips), EMPL (work and school trips for general public who live outside the bus service), RGP (rural general public trips (work, school, medical, shopping for anyone living in the rural areas of the county) and 5310 (Elderly and disabled non-medical trips (grocery shopping, bank, library, etc)) services. Our clientele continues to increase as more of our citizens become of age where they depend on our transportation.

**RESULT OF PROJECT / PROGRAM IF NOT FUNDED:**

If the administrative funding was not provided, the program as a whole could possibly cease to exist. There would be no staff to implement and run the services.

# t on U.S. Defense policy bill signed

Islamic State is based — from coming to the U.S.

He shifted his focus Wednesday to Americans who may worry that the attacks in Paris, which took place at restaurants, a concert venue and a sports stadium, could be replicated in the U.S.

"I know that Americans have been asking each other whether it's safe here, whether it's safe to fly or gather," he said. "I know that families have discussed their fears about the threat of terrorism around the dinner table."

The president said that if intelligence were to reveal a credible threat to the U.S., the public would be informed. But he said Americans should feel confident in the work being done by national security and law enforcement officials.

"We are taking every possible step to keep our homeland safe," he said.

The Associated Press

**WASHINGTON** — President Obama on Wednesday signed a \$607 billion defense policy bill despite his opposition to restrictions in the legislation that ban him from moving Guantanamo Bay detainees to the United States and making good on a long unfulfilled campaign promise.

Obama has opposed provisions preventing detainee transfers since Congress first attached the measures to spending bills in an attempt to block Obama's plans. The dispute has taken on added intensity this year because the White House has launched a final push to close the prison before Obama leaves office.

In a statement, Obama said the bill "includes vital benefits for military personnel and their families, authorities to facilitate ongoing operations around the globe, and important reforms to the

military retirement system" as well as other measures.

He added, however, that he is "deeply disappointed that the Congress has again failed to take productive action toward closing the detention facility at Guantanamo." Keeping the prison open, Obama said, "is not consistent with our interests as a nation and undermines our standing in the world."

The White House and the Pentagon are preparing to send to Congress a plan outlining more precisely how it would shutter the prison and where in the U.S. it might transfer detainees. The proposal, however, was not expected to overcome sizable opposition.

That's put the defense policy bill at the center of the debate over whether Obama would move some detainees from the detention center in Cuba to U.S. facilities without congressional approval.

Some legal experts and Obama administration allies argue the restrictions are unconstitutional and are urging Obama to move the detainees and close the prison despite the provisions. The White House has said it is focused on working with Congress, but has not ruled out other options.

After Obama signed the bill, House Speaker Paul Ryan, R-Wis., said his approval "reaffirms longstanding prohibitions on the transfer of Guantanamo Bay detainees to the United States."

The legislation will guide Pentagon policy for nearly all of the remainder of Obama's tenure. In addition to the detainee ban, it includes a 1.3 percent pay increase for service members, authorization for lethal assistance to forces fighting Russian-backed rebels in Ukraine and funding to help Iraqi forces fight Islamic State militants.

## PUBLIC HEARING NOTICE

This is to inform the public that a public hearing will be held on the proposed FY 2017 Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than December 11, 2015. The public hearing will be held on **December 7, 2015 at 9:00 am** before the Cumberland County Board of Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids and services under the American with Disabilities Act (ADA) or a language translator should contact Ms. Ifetayo Farrakhan on or before December 4, 2015, at telephone number 910-678-7624 or via email at [ifarrakhan@co.cumberland.nc.us](mailto:ifarrakhan@co.cumberland.nc.us).

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Cumberland County as well as provides transportation options and services for the communities within this service area. These services are currently provided using demand response and subscription services. Services are rendered by local transportation providers.

The total estimated amount requested for the period **July 1, 2016 through June 30, 2017:**

Project	Total Amount	Local Share
Administrative	\$ <b>132,078</b>	\$ <b>19,812</b> (15%)
Capital (Vehicles & Other)	\$ _____	\$ _____ (10%)
Operating (Small fixed-route, regional, and consolidated urban-rural systems only)	\$ _____	\$ _____ (50%)

### TOTAL PROJECT

\$ **132,078**  
Total Funding Request

\$ **19,812**  
Total Local Share

This application may be inspected at the Cumberland County Historic Courthouse, 130 Gillespie Street, Fayetteville, NC from 8 am to 5 pm, Monday through Friday. Written comments should be directed to Ifetayo Farrakhan, Transportation Program Coordinator, 130 Gillespie Street, Fayetteville, NC on or before December 4, 2015.

4627526cs

# BLACK FRIDAY DOORBUSTERS



# Growth seen in Internet gambling

By Wayne Parry

The Associated Press

**ATLANTIC CITY, N.J.** — Internet gambling is slowly growing — but not expanding — after 2 1/2 years of online betting in the United States.

Online gambling revenue is increasing in at least two of the three states that currently offer it — New Jersey and Delaware. The third, Nevada, doesn't report Internet revenue separately.

But a hoped-for wave of expansion has not happened as many states sit on the sidelines and assess the costs and benefits of the nascent industry.

"Internet gambling revenue in Delaware, Nevada and New Jersey badly missed initial forecasts, which themselves were overly aggressive," said Chris Krafcik, research director for Gambling Compliance, which tracks gambling legislation nationwide.

New Jersey Gov. Chris Christie's administration, for example, had initially estimated Internet gambling

would bring in \$1 billion in its first year. It did about 12 percent of that.

"The negative P.R. that resulted, fair or not, really took the wind out of the expansionary sails," Krafcik said.

San Francisco-based Gambling Compliance predicts either California or Pennsylvania will approve Internet gambling next year, followed by New York and Mississippi in subsequent years. In 2016, the group projects, nine states will consider legalizing it, though not necessarily act to approve it.

The industry still faces some nagging issues, as well as looming threats — including an effort in Congress to ban Internet gambling nationwide. The Restoration of America's Wire Act has been introduced in both chambers this year, backed by billionaire casino mogul Sheldon Adelson, and could come up for a hearing next month.

New Jersey began offering Internet gambling on Nov. 25, 2013, and took in

\$122 million in its first full year. Over the first 10 months of this year, the Atlantic City casinos have already equaled that total, with their Internet gambling revenue up 17.6 percent from the same period last year.

Delaware won \$1.4 million in fiscal year 2014; \$1.8 million in 2015, and \$500,000 so far this fiscal year, which runs from July through June.

Nevada stopped reporting Internet gambling revenue as a separate item at the end of 2014. Online poker, the only brand of online gambling Nevada offers, is just a drop in the bucket of the state's \$11 billion gambling market.

Online poker is the most popular form of Internet gambling, although the small number of states offering it has kept prize pools low. New Jersey has sought to partner with other states that might legalize it to offer larger, joint prize pools.

PokerStars, the world's largest Internet poker site,

will begin operating in New Jersey in the first half of 2016, and many industry executives expect it to grow the market, though how much remains to be seen. In March, Morgan Stanley cut its estimate of the potential U.S. Internet gambling market by nearly half, pegging it at \$2.7 billion by 2020, down from an initial estimate of \$5 billion.

At first, one of the main impediments to people getting online to gamble was funding their accounts. Many credit cards wary of running afoul of a law banning banks from funding illegal Internet bets were reluctant to process transactions, but that has changed.

From a legal and consumer protection standpoint, Internet gambling has proven to be reliable and transparent, said David Rebeck, New Jersey's top gambling regulator. Technology to ensure a player is actually within the state's borders have reduced false rejections — initially a problem — to a negligible issue.

## Aviso de Junta Pública

Este aviso es para informarle al público sobre la junta que se llevará a cabo, acerca de la aplicación del Programa de Transporte para la Comunidad que será sometida al Departamento de Transportación de Carolina del Norte de Carolina no más tarde del 11 de diciembre de 2015. La junta tendrá lugar el **7 de diciembre de 2015 en 9:00 am**, ante la Comisión del grupo gobernador del Condado de Cumberland.

Personas interesadas en atender la junta que necesiten ayuda auxiliaría o servicios bajo el Acto de Americanos con Incapacidades o un intérprete favor de contactar a la Sra. Ifetayo Farrakhan en o antes del 4 de diciembre de 2015 al número de teléfono 910-678-7624 o por correo electrónico en [ifarrakhan@co.cumberland.nc.us](mailto:ifarrakhan@co.cumberland.nc.us).

El Programa de Transportación para la Comunidad proporciona asistencia para coordinar programas de transporte ya en existencia que operan en el Condado de Cumberland. El programa también proporciona opciones de transporte y servicios para las comunidades en el área de servicio. Estos servicios actualmente son proporcionados usando los resultados de sus usos y servicios de suscripción. Los servicios son dados por un proveedor local de transporte.

La cantidad aproximada que será pedida para el periodo **del 1 de julio de 2016 al 30 de junio de 2017:**

Proyecto	Cantidad Total	Porción local
Administrativo	\$ <b>132.078</b>	\$ <b>19.812</b> (15%)
Capital (vehículos y otros)	\$ _____	\$ _____ (10%)
Operativo (pequeños fijo-ruta sistemas regionales y consolidados urbano-rurales sólo)	\$ _____	\$ _____ (50%)

<b>Proyecto Total</b>	<b>\$ 132.078</b>	<b>\$ 19.812</b>
	<b>Cantidad Total pedida</b>	<b>Total de Porción local</b>

Esta aplicación puede ser inspeccionada en el Histórico Tribunal de Justicia del Condado de Cumberland, 130 Calle Gillespie, Fayetteville, N.C., de 8 a.m. a 5 p.m., lunes a viernes. Comentarios escritos deben ser enviados a Sra. Ifetayo Farrakhan, Coordinadora del Programa de Transportación, 130 Calle Gillespie, Fayetteville, N.C. antes del 4 de diciembre de 2015.

KENNETH S. EDGE  
Chairman

W. MARSHALL FAIRCLOTH  
Vice Chairman

GLENN B. ADAMS  
JEANNETTE M. COUNCIL  
CHARLES E. EVANS  
JIMMY KEEFE  
LARRY L. LANCASTER



CUMBERLAND  
★ COUNTY ★  
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

ITEM NO. 6A

December 2, 2015

December 7, 2015 Agenda Item

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

The Civic Center Commission will have the following five (5) vacancies:

**Mark Lynch**— completing first term. Eligible for reappointment. Recommendation of the Civic Center Commission is for the reappointment of Mark Lynch. (See attached.)

**Judy Dawkins** – completing first term. Eligible for reappointment. Recommendation of the Civic Center Commission is for the reappointment of Judy Dawkins. (See attached.)

**Elizabeth Varnedoe** – completing first term. Eligible for reappointment. Recommendation of the Civic Center Commission is for the reappointment of Elizabeth Varnedoe. (See attached.)

**Robert C. Williams** – completing first term. Eligible for reappointment. Recommendation of the Civic Center Commission is for the reappointment of Robert Williams. (See attached.)

Thaddeus T. Jenkins – completing second term. Not eligible for reappointment. Recommendation of the Civic Center Commission is for the appointment of (1<sup>st</sup> selection is Dineen Morton or 2<sup>nd</sup> selection is Sheba McNeill). (See attached.)

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

**PROPOSED ACTION:** Nominate and appoint individual to fill the five (5) vacancies above.

Attachments

pc: James J. Grafstrom, Jr., General Manager/CEO



### **Civic Center Commission**

The Cumberland County Civic Center Commission serves in an advisory capacity to study, plan and program for the highest and best use of the facilities committed to it for public use, edification and enjoyment.

**Statutory Authorization:** Section 2 of Chapter 360 of the 1965 Session Laws

**Member Specifications:**

15 Members

**Term:** 3 Years

**Compensation:** None

**Duties:**

- Carry out any duty or assignment expressly delegated by resolution of the board of County Commissioners;
- To make such reasonable rules and regulations for its own proper organization and management of the Civic Center facilities, provided such rules and regulations do not conflict with and are not inconsistent with the laws of the State of North Carolina or ordinances of Cumberland County.

**Meetings:** Fourth Tuesday of each month at 5:30 PM. The Board is also divided into three subcommittees that meet on a monthly basis: Finance Committee, Capital Improvements Committee, and Marketing and Sales Committee.

**Meeting Location:** Cumberland County Civic Center Crown Coliseum Board Room 1960 Coliseum Drive Fayetteville, NC



**CIVIC CENTER COMMISSION**  
*1960 Coliseum Drive - Fayetteville, NC 28306 - (910) 438 - 4100*



**MEMORANDUM FOR THE BOARD OF COMMISSIONERS AGENDA DECEMBER 7, 2015**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: THADDEUS JENKINS, CHAIRMAN**  
**CUMBERLAND COUNTY CIVIC CENTER COMMISSION**

**DATE: NOVEMBER 25, 2015**

**SUBJECT: NOMINATION AND APPOINTMENT/REAPPOINTMENTS**  
**RECOMMENDATIONS**

.....

**BACKGROUND:**

At the Tuesday, November 24, 2015 meeting, the Cumberland County Civic Center Commission approved a motion to submit the following nominations and appointment/reappointment recommendations for consideration by the Board of County Commissioners.

- Dawkins, Judy –Reappointment to serve a 2<sup>nd</sup> term
- Lynch, Mark - Reappointment to serve a 2<sup>nd</sup> term
- Varnedoe, Liz - Reappointment to serve a 2<sup>nd</sup> term
- Williams, Robert - Reappointment to serve a 2<sup>nd</sup> term
  
- Recommendations to fill the one (1) vacancy (Jenkins, Thaddeus not Eligible for Reappointment)
  - 1) Dineen Morton – 1<sup>st</sup> selection
  - 2) Sheba McNeill – 2<sup>nd</sup> selection

Due to time constraints, the Commission request that the nominations and appointments be addressed collectively as the election of officers is scheduled for the December meeting in accordance with the Civic Center Commissions charter.

**RECOMMENDATION/PROPOSED ACTION:**

Approve the nominations and appointment/reappointments are requested.

## CIVIC CENTER COMMISSION

3 Year Term

*Per their by-laws, Civic Center Commission Nominating Committee meets annually to make recommendations for vacancies; vacancies are to be placed on Commissioners' December agenda for nominations; terms run January through December.*

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Mark Lynch (W/M) 311 Valley Road Fayetteville, NC 28305 494-0233 / 483-1212	1/13	1st	Jan/16 1/1/16	Yes
Judy Dawkins (W/F) 2004 Morganton Rd Fayetteville, NC 28305 323-4974 / 237-6785	01/13	1st	Jan/16 1/1/16	Yes
Elizabeth Varnedoe (W/F) 1411 Raeform Rd Fayetteville, NC 28305 484-8959 (H) / 624-2378 (W)	01/13	1st	Jan/16 1/1/16	Yes
William Tew, Jr. 6233 Loop Road Linden, NC 28356 980-0740/988-2236 (W)	1/14	2nd	Jan/17 1/1/17	No
Nat Robertson 4305 Huntsfield Road Fayetteville, NC 28314 829-0082/843-319-2972	1/14	2nd	Jan/17 1/1/17	No
Robert C. Williams (B/M) 2713 Rosehill Rd Fayetteville, NC 28301 910-488-7587	1/13	1st	Jan/16 1/1/16	Yes
McBryde Grannis 232 Pinecrest Drive Fayetteville, NC 28305 850-8865/850-1692 (W)	1/14	2nd	Jan/17 1/1/17	No
Thaddeus T. Jenkins (B/M) 225 Green Street, Ste. 1007-C Fayetteville, NC 28301 988-8449 / 480-1800 (W)	01/13	2nd	Jan/16 1/1/16	No

***Per their by-laws, Civic Center Commission Nominating Committee meets annually to make recommendations for vacancies; vacancies are to be placed on Commissioners' December agenda for nominations; terms run January through December.***

<u>Date</u>	<u>Appointed</u>	<u>Eligible For</u>	<u>Term</u>	<u>Expires</u>	<u>Reappointment</u>
Name/Address					
Restaurant Owner (SL 1993-413)					
Edith Bigler (F)	01/15		2nd	Jan/18	No
178 Ellerslie Drive				1/1/18	
Fayetteville, NC 28303					
308-7912					

**\*\* At its November 17, 2014 meeting, the Cumberland County Board of Commissioners took action to request that the local legislative delegation submit a bill to the General Assembly to reduce the number of members on the Civic Center Commission from fifteen to nine. The bill is to be considered by the GA at its 2015 regular session. At its June 10, 2015 meeting, the NC General Assembly ratified Session Law 2015-61 Senate Bill 142 an act to reduce the number of members serving on the Cumberland County Civic Center Commission from 15 members to 9 members. \*\***

Commissioner Liaisons: Commissioner Larry Lancaster

Ex Officio Member: Amy Cannon County Manager

Meetings: 4th Tuesday of the month at 5:30 PM, Crown Center Board Room. 1960 Coliseum Drive  
(All committees meet the 4<sup>th</sup> Tuesday of each month at 5:00 pm)

Contact: James J. Grafstrom, Jr. , General Manager, Coliseum Complex (or Rita Perry – 438-4102/Fax 323-8423)

**APPLICANTS FOR  
CIVIC CENTER COMMISSION**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
BRYANT, CHRISTOPHER (-/M) 2428 SALTWOOD RD FAYETTEVILLE NC 28306 584-3228 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: Warrior Leadership Course US Army	MILITARY POLICE OFFICER US ARMY	HS
DECOSTA, JOSEPH (W/M) 7016 MARINERS LANDING DR FAYETTEVILLE NC 28306 286-9686/396-5724 <b>**SERVES ON THE BOARD OF ADJUSTMENT**</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: NO	US WARRANT OFFICER US ARMY	CURRENT STUDENT
DYKES, JOSEPH MICHAEL (B/M) 5764 PEPPERBUSH DR FAYETTEVILLE NC 28304 823-6075/823-6046 <b>**SERVES ON THE BOARD OF ADJUSTMENT**</b> 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	SALES/SECURITY BUS DRIVER FAY. PUBLISHING CO.	ASSOCIATES-POLITICAL SCIENCE
FINCHER, SEAN (W/M) 105 KIRKWOOD DRIVE FAYETTEVILLE, NC 28303 910-237-3565 / 910-483-3027 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 AGENCY OWNER NATIONWIDE INSURANCE	COLLEGE GRADUATE
LACY, DR. WILSON A (B/M) 1915 EICHELBERGER DRIVE FAYETTEVILLE NC 28303 488-1765/678-2551 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	EXECUTIVE DIRECTOR OF OPERATIONS/CUMB. CO SCHOOLS	BA

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<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
LEWIS, BOB (W/M) 3011 BANKHEAD DR FAYETTEVILLE NC 28306 426-6999	RETIRED EDUCATOR CUMBERLAND CO SCHOOLS	BS; MA – ADVANCED STUDIES
<b>**SERVES ON THE ABC BOARD**</b>		
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		
LONG, STACY MICHAEL (W/M) 5675 DOBSON DRIVE FAYETTEVILLE NC 28311 919-896-8970/919-633-8244	PASTOR/CEO INGRESS MINISTRIES	BACHELORS-THEOLOGY
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		
MCCUTCHEON, CARLISLE (W/M) 2225 STANTON ST FAYETTEVILLE NC 28304 910-424-1342	RETIRED FINANCE DIRECTOR	ACCOUNTING DEGREE
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		
MCNEIL, SHEBA (B/F) 542 WILLIWOOD ROAD FAYETTEVILLE NC 28311 229-1111/568-5005	TEACHER/OWNER CUMBERLAND LEARNING ACADEMY	BA-BUSINESS ADMIN.
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		
MILES, LINDA H (W/F) 5608 PAR COURT HOPE MILLS, NC 28348 910-426-1606/910-818-1172	FINANCIAL SECRETARY	SOME COLLEGE
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		

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NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MORRISON, SHERRYCE (B/F) 504 ANONA DRIVE FAYETTEVILLE, NC 28314 764-0200/224-1803 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	N/A	HS SOME COLLEGE
MORTON, DINEEN (B/F) 5835 PETTIGREW DRIVE FAYETTEVILLE, NC 28314 494-5761/495-6977 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	HEALTHCARE CAPE FEAR VALLEY HOMECARE	BS-SOCIOLOGY
PARKS, GREGORY (W/M) 307 DEVANE ST FAYETTEVILLE NC 28305 484-9666/483-8194 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	BUILDING SUPPLIER PARKS BUILDING SUPPLY	BS-ENGINEERING
QUIGLEY, GEORGE (W/M) 616 BLAWELL CIRCLE STEDMAN, NC 28391 910-485-2980 / 910-286-5508 *SERVES ON THE JOINT APPEARANCE COMMISSION* Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: Facilitator Graduate-other leadership academy: No	RETIRED PART TIME INSTRUCTOR FTCC	BS MBA-FINANCE
ROUSE, MARVIN (B/M) 609 ENDSLEIGH CT FAYETTEVILLE NC 28311 910-488-8245 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 SOCIAL SERVICES ADMIN.	FOUR YEAR DEGREE

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<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
<b>SHORTER, FLOYD (B/M)</b> 6438 TOUCHSTONE DRIVE FAYETTEVILLE NC 28311 822-6403/222-8915 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: NORFOLK LEADERSHIP ACADEMY	<b>DIRECTOR/INSTRUCTOR</b> FSU	BS-BUSINESS ADMIN. MASTERS-BUSINESS ADMIN
<b>TEDDER, SHARON MOZINGO (W/F)</b> 2927 DARK BRANCH FAYETTEVILLE NC 28304 988-9160/615-3815 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	<b>MEDICAL TECHNOLOGIST</b> CAPE FEAR VALLEY	BS-MEDICAL TECH.
<b>WHITE, LILLIE (B/F)</b> 6496 TARRYTOWN DR FAYETTEVILLE NC 28314 910-867-3178 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	<b>RETIRED</b>	BS-BUSINESS ADMIN.
<b>WORTHY, CURTIS (B/M)</b> 6320 LYNETTE CIRCLE FAYETTEVILLE NC 28314 824-9091/436-0264 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	<b>RETIRED ACCOUNTANT</b>	BS-BUSINESS/ACCOUNTANT