

---

---

**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**COURTHOUSE – ROOM 118**  
**JANUARY 19, 2016 (TUESDAY)**  
**6:45 PM**

---

---

INVOCATION - Commissioner Kenneth Edge

PLEDGE OF ALLEGIANCE – Abby Beam, 1<sup>st</sup> Grade - W. H. Owen Elementary School

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

Recognition of Outgoing Board Members: Mitchell Guy, Human Relations Commission  
Wayne Collier Jr., Farm Advisory Board

Recognition of 2015 Cumberland County Agricultural Hall of Fame Inductee:

Mrs. Kay Bullard **(Pg. 5)**

Mr. Gilbert Smith **(Pg. 7)**

Recognition of 2015 Cumberland County Young Farmer of the Year:

William Canady **(Pg. 9)**

1. Presentation and Update on the Cape Fear Valley Health System by Mr. Mike Nagowski, Chief Executive Officer. **(Pg. 10)**
2. Presentation on the 2015 Ozone Advance Action Plan Report by Ms. Hanah Ehrenreich, Executive Director and Lexi Woschkolup, Air Quality Coordinator of Sustainable Sandhills. **(Pg. 11)**
3. Approval of Agenda

4. Consent Agenda

- A. Approval of minutes for the January 4, 2016 regular meeting.
- B. Approval of Destruction of Planning & Inspection Department Records. **(Pg. 21)**
- C. Approval to Increase the Number of Commissioner Appointees to Each of the Commissioner Committees from Three to Four. **(Pg. 22)**
- D. Approval of Tourism Development Authority Report of Receipts and Expenditures as of December 31, 2015. **(Pg. 23)**
- E. Approval of Offer of Dezmon Monroe to Purchase Lot 104, Plat Book 20, Section I, Savoy Heights Subdivision, Ashley Street, Fayetteville. **(Pg. 24)**
- F. Approval of Offer to Purchase Certain Real Property Located at 316 McIver Street, Fayetteville. **(Pg. 25)**
- G. Approval of Offer to Purchase Certain Real Property Located at 1320 Ramsey Street, Fayetteville, and Being Lot 30, Plat Book 11, Page 68. **(Pg. 26)**
- H. Approval of Cumberland County Facilities Committee Report and Recommendations: **(Pg. 28)**
  - 1) Employment Source, Inc. to Perform Capital Improvements on Leased Property. **(Pg. 37)**
- I. Approval of Cumberland County Finance Committee Report and Recommendations: **(Pg. 40)**
  - 1) Intergovernmental Support Agreement Between Cumberland County and Fort Bragg for Animal Control Services. **(Pg. 63)**
  - 2) Social Services Budget Revision Reallocating Funding for Overtime and Expansion of Time Limited Positions. **(Pg. 81)**
- J. Budget Revisions: **(Pgs. 84-86)**
  - 1) JCPC Program **(Pg. 84)**

Revision in the amount of \$7,474 to adjust budgeted revenue/expenditures to the State Contract for Find-A-Friend. (B16-177) **Funding Source - State**

2) Information Services **(Pg. 85)**

Revision in the amount of \$9,800 to purchase additional computers that will be needed in the larger precincts with the implementation of Voter ID. (B16-180)  
**Funding Source – Fund Balance Appropriated**

3) Animal Control **(Pg. 86)**

Revision in the amount of \$5,843 to recognize the grant awarded from American Society for the Prevention of Cruelty to Animals. (B16-181)  
**Funding Source - Other**

5. Public Hearings

**There are no rezoning cases for this meeting. (Pg. 87)**

**Items of Business (Pgs. 88-160)**

6. Consideration of Lease and Contract for Facility Renovation Project with Alliance Behavioral Healthcare. **(Pg. 88)**

7. Consideration of Reconstitution of Cumberland County Workforce Development Board. **(Pg. 110)**

8. Nominations to Boards and Committees **(Pgs. 134-159)**

A. Animal Control Board (1 Vacancy) **(Pg. 134)**

B. Civic Center Commission (1 Vacancy) **(Pg. 145)**

C. Joint Appearance Commission (1 Vacancy) **(Pg. 154)**

9. Appointments to Boards and Committees **(Pg. 160)**

**\*\*There are no Appointments for this meeting\*\***

10. Closed Session (If Needed)

**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 WEDNESDAY, JANUARY 20.**

**IT WILL BE REBROADCAST ON FRIDAY, JANUARY 22, AT 10:30 A.M.**

**REGULAR BOARD MEETINGS:**

**February 1, 2016 – (Monday) – 9:00 AM  
February 15, 2016 – (Monday) – 6:45 PM  
March 7, 2016 – (Monday) – 9:00 AM  
March 21, 2016 – (Monday) – 6:45 PM**



## **Kay Blake Bullard 2015**

Kay Blake Bullard describes herself as just a “farmer’s wife”; however, as a 2015 Inductee into the Cumberland County Agricultural Hall of fame, she is recognized as not only a farmer’s wife but also a farmer’s daughter, a farmer’s mother, and a champion for agriculture in our community.

Kay’s early days were spent in Stedman NC where her father ran a Case tractor supply business. Instead of playing on swing sets Kay and her brother Vic played on the tobacco harvesters and tractors.

When Kay was 11 her father bought a dairy farm in the Beaver Dam Community where her farming adventures began. Kay’s father, Burris Blake, and her brother Vic, were pioneers of conservation best management practices using no-till conservation techniques.

Today her husband, Ray, and son Collins, continue to use these practices as they tend 1200 acres of farmland, where they produce corn, wheat, soybeans and raise hogs and turkeys.

Kay began her career with Cumberland County Soil and Water Conservation in 1999 when she was hired for a clerical position. Kay took this position and transformed it from an office management position to an Environmental Educator position, developing an agriculture conservation program that rivals none.

As Kay learned from her father at a very young age the importance of being a good steward of the land, she was driven to share this knowledge as she educated our youth about the importance of conservation.

She was instrumental in creating Conservation Educational lessons that were in-line with the NC education goals and objectives. These lessons could be delivered to students in a classroom setting and included topics from worms to pumpkins. It is safe to say that when Kay left a classroom, each child knew a little bit more about agriculture, our earth and our environment.

Kay was instrumental in establishing the Area 7 Envirothon competition for public and home school students. The many hours of training and working with those youth led to many award winning teams.

Through Kay's innovation, she essentially, transformed how Soil & Water serves our community in Cumberland County.

Kay retired from Soil & Water in 2013; however, continues to serve her community through volunteer service.

She continues to be an active member of Macedonia Baptist Church where she has been the organist for 33 years, served as a Sunday School teacher, youth leader, and held other various leadership positions.

Kay is the proud wife of Ray Bullard, proud mother of Collins and Melissa, and proud grandma to three beautiful grandsons, Garrett, Jack, and William.

## Gilbert "Gip" Smith

2015

River Road has been Gilbert Smith's home since 1937 when his family moved from Sampson County to a farm on the eastern side of the Cape Fear River in Cumberland County.

His Silverado pick-up truck is a familiar sight along the winding road and this week the 85-year-old has been busy harvesting soybeans -- just as he has done every November for decades.

There were 11 children in the Smith family. Gilbert was number 10 and the youngest of six boys. His brothers and sisters called him "Gip," and he was 20 years old when his father, S.O. Smith Sr., died, leaving his youngest son to run the farm operation and bring in his first crop without his father's guidance.

He served two years in the U.S. Army and was stationed in Baumholder, Germany. He returned to the family farm along River Road in 1955 and never left.

"I decided then I was going to be a farmer and be a good one," he said.

Over six decades, he has grown tobacco, soybeans, corn, wheat and other row crops on his properties in Cumberland, Duplin and Sampson counties and raised hogs and cows. He partnered with his brother Woodrow on farms in Duplin and Sampson counties and with his brother John on row crops in Cumberland County. John Smith was inducted into the Cumberland County Agricultural Hall of Fame in 2002.

Gilbert Smith started in the cattle business by feeding 40 to 50 head at his barn and then expanded the "M.G. Smith Farms" operation in 1970 when he built a feedlot on River Road that would hold up to 400 beef cattle. The feedlot business thrived and "M.G. Smith Farms" cows were shipped to packing companies in North Carolina, Alabama, Georgia, Florida and beyond. During this time, he was also farming approximately 1,200 acres.

Over the years, Mr. Smith has downsized his farm operations, but he still continues to have cows, grow row crops and clear land with his backhoe.

Mr. Smith has provided guidance and assistance to many farmers, cattlemen and others over the years. He and his wife, Janie, have been married 58 years. They have three children and five grandchildren.

## William Ernest Canady

Following the tradition of his family, William Ernest Canady is a fifth generation farmer. He farms in the Grays Creek community of Cumberland County, alongside his father, Ernest Canady. William farms over 500 acres of corn, soybeans, and hay while also employed full-time with the NC Forestry Service as a Forest Fire Equipment Operator. Additionally, William has livestock, to include: cows and hogs, and raises seasonal items, such as produce and pumpkins.

William is a graduate of South View High School where he participated in the FFA program. He also attended Southeastern Community College. He is married and he and his wife Linda have two children, Corbin and Carly. William is very active in his church and serves as a Deacon. He has also served as a volunteer fire fighter in his community.

William can best be described as a young man that works all day and farms all night.

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. \_\_\_\_\_

OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 19, 2015**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: JANUARY 13, 2016**

**SUBJECT: PRESENTATION AND UPDATE ON THE CAPE FEAR VALLEY  
HEALTH SYSTEM BY MIKE NAGOWSKI, CHIEF EXECUTIVE  
OFFICER**

Mr. Mike Nagowski will be making a presentation and providing an update on the Cape Fear Valley Health System at the January 19, 2016 Board of Commissioners' Meeting.

/ct

CM011316-3

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*

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

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

Benny Pearce,  
Town of Eastover

ITEM NO. 2

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 19, 2016**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: JANUARY 7, 2016**

**SUBJECT: 2015 OZONE ADVANCE ACTION PLAN REPORT -  
PRESENTATION BY HANAH EHRENREICH,  
EXECUTIVE DIRECTOR, SUSTAINABLE SANDHILLS**

**BACKGROUND**


This is the annual EPA report for Cumberland County. FAMPO has partnered with Sustainable Sandhills to provide services that will aid in maintaining healthy ozone levels at or below EPA standards. Sustainable Sandhills has worked diligently with the Air Quality Stakeholders Committee to help facilitate the air quality work for the Fayetteville Metropolitan Area.

**RECOMMENDATION/PROPOSED ACTION**

No action needed.

/js





# Ozone Advance Action Plan 2015

CUMBERLAND COUNTY, NORTH CAROLINA



# Introduction

▶ The Ozone Advance Action Plan is a collaborative between the Environmental Protection Agency (EPA), states, tribes, and local government.

▶ The program encourages expedited emission reductions in ozone attainment areas to help these areas continue to meet the National Ambient Air Quality Standards (NAAQS) for ground level ozone.

▶ The Ozone Advance Action Plan is distinct from the Early Action Compact (EAC) in that it focuses on attainment areas, and it does not provide regulatory flexibility in the form of deferred designations or otherwise. The programs are similar, however, in terms of their encouragement of early actions to reduce ozone precursors, and the development of stakeholder groups.



# Background

The Clean Air Act (CAA), as amended in 1990, is the most recent version of a law first passed in 1970. The 1990 Amendment made some major changes in the Act, by empowering the EPA to set up permitting and enforcing programs for larger sources that release pollutants into the air.

In 2002, the EPA proposed a new program: the Early Action Compact (EAC), to areas in the country that would meet certain criteria. Each participating area was to have an EAC Memorandum of Agreement signed by December 31, 2002. The Chairman of Cumberland County Board of Commissioners originally signed the EAC Memorandum of Agreement on December 13, 2002.

Milestones set by the EPA were met by Cumberland County resulting in designation as an Ozone Attainment Area in April 2008. Ground level ozone standards were changed once more in 2009 and set at 0.07 parts per million (ppm)



# Background

The Cumberland County Air Quality Stakeholders Committee, which was formed as a part of the EAC, now meets every other month ten years after first assembling to review and promote air quality improvement strategies.

As a former EAC Region this area decided it was advantageous to participate in this program and the Cumberland County Board of Commissioners approved participation in the Ozone Advance (OA) Program to continue the efforts initiated in 2002.

The Stakeholders' committee is supported by the Combined Air Team (CombAT) that includes members of Cumberland County, City of Fayetteville, Fayetteville State University, Public Works Commission (PWC), Fayetteville Area System of Transit (FAST), the Fort Bragg Air Team, and is coordinated by the community environmental non-profit, Sustainable Sandhills.



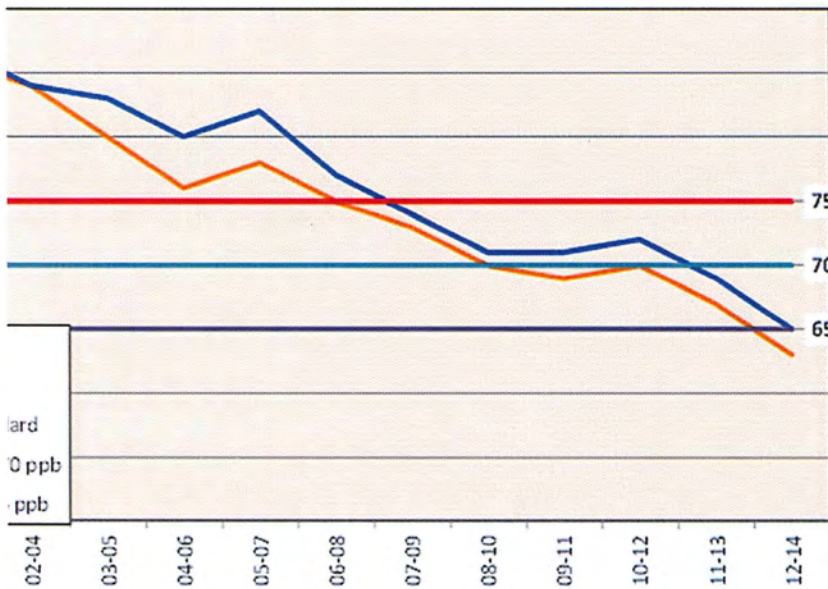
# Background

The Public Involvement doesn't end with the Stakeholders. An aggressive process of education and outreach into the community has been documented since the beginning of this endeavor, to include the involvement of the Public School Systems (Cumberland County and Fort Bragg), utility providers, the Plant Managers Association, and any other Organization requesting presentations.



# Air Quality Values

Value Comparison to 2008 and Proposed Ozone Standards



When the EAC Plan was put into action a little over a decade ago, Cumberland County's ground-level ozone standards were monitored at 0.80 parts per million (PPM).

In the 10+ years that the Air Quality Stakeholders committee has been established, through its proactive commitment, Cumberland County has continued to meeting the ever changing federal national ambient air quality standards set by the EPA and as of October 5, 2015 its ground level ozone levels were monitored at 0.061 PPM. Placing Cumberland County under the national standard of 0.07 PPM



# Control Measures

Several control measures are already in place and being implemented as part of the EAC Plan for Cumberland County, which continues to focus on reductions in point, highway mobile, and non-road mobile source emissions.

Fort Bragg Military Reservation continues to implement strategies to meet its sustainability goals, to include zero waste, construction of US Green Building Council LEED certified buildings, transportation multi-modal choices, and reforestation.

Retrofitted and new municipal buildings still include white/light roofing and are periodically inspected, through the energy saving guarantee program, to verify that they still meet energy efficiency goals.



# Control Measures

▶ The Ozone Advance Action Plan contains control measure strategies indicating several new and ongoing techniques that will be used locally to reduce ozone precursors.

▶ Strategies marked “Ongoing” continue to serve the objectives of reducing ozone levels, and many strategies may be communicated as they develop further.



# Strategies

## Awareness

**Quality Poster Contest-** The Air Poster contest is run by the Sandhills and FAMPO for the last 12 years and is an annual event held for the Cumberland County School District and was extended to more of FAMPO's service areas such as Hoke County, Robeson County, and Harnett County. There were 92 entries for the 2015 calendar year, and 671 entries for the current year. There are plans for the calendar to introduce the contest to engage more participation.

## Energy Conservation

**Thermal Energy Storage-** One of Fort Bragg's many strategies that works to chill stored water during the evening when energy prices are lowest. The strategy has been implemented and continues to run thermal energy storage tanks for the chilled water. Energy used has been moved from peak hours to off-peak hours for 6 to 8 hours a day, and 4 to 6 hours of the day it is in circulation mode for the civilian housing and government buildings.

## Land Use

**Creation of Tree Bank-** Another of Fort Bragg's strategies. A tree mitigation plan that requires Fort Bragg to replant trees that were removed during construction or provide funding for replanting if impossible on site. This strategy guarantees no deficit tree loss and continues to protect the Long Leaf Pine tree habitats by continuously replanting trees where and when Fort Bragg can after planned burnings and construction on any land clearly owned by Fort Bragg.



Patricia Hall,  
Chair  
Town of Hope Mills

Charles C. 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

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

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

Benny Pearce,  
Town of Eastover

ITEM NO. 4B

## MEMORANDUM

**TO:** CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
**FROM:** THOMAS J. LLOYD, PLANNING & INSPECTIONS DIRECTOR *TJL*  
**Cc:** AMY H CANNON, COUNTY MANAGER  
**DATE:** December 30, 2015  
**SUBJECT:** DESTRUCTION OF PLANNING & INSPECTION DEPARTMENT RECORDS

In accordance with the Records Retention and Disposition Schedule dated April 1, 2006, I request permission to destroy records dated prior to January 1, 2010, on or before March 31, 2016. The maximum time period we are required to maintain records is six years. This request will allow records to be destroyed that are no longer useful. Records to be destroyed are as follows:

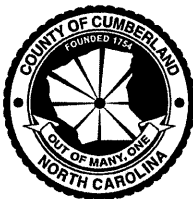
1. Permit Files: Included are Applications for Building, Electrical, Plumbing, Mechanical, Insulation, Demolition, Relocation, and Zoning Permits, Permits Issued, Work Tickets, Certificates of Occupancy, Blueprints and Specifications and related correspondence.
2. Minimum Housing, Junk Vehicle and Zoning Code Enforcement Files.
3. Activity Reports: This file consists of information compiled for the U.S. Bureau of the Census, reports of money collected for permit fees, inspections performed, and permits issued.
4. Correspondence/Memorandums.

### Exceptions:

- A. Any record required to be retained permanently or for the life of the structure.
- B. Records, if any, related to any ongoing litigation.

I request that this item be placed on the Commissioners Agenda at your earliest convenience. Thank you for your time in this matter. Let me know if you need any additional information.

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 JANUARY 19, 2016,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; Co. Manager; Clerk to the Board  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** January 13, 2016  
**SUBJECT:** Approval to Increase the Number of Commissioner Appointees to Each of the  
Commissioner Committees from Three to Four

**BACKGROUND:**

The Board of Commissioners created the Facilities, Finance and Policy Committees by a resolution which established three commissioners to be appointed by the Chair as the membership of each committee. Chairman Faircloth has requested that the number of members of each of these committees be increased to four and he has appointed four members to those committees for 2016. The number of commissioner appointees is entirely discretionary with the Board of Commissioners because the committees are distinct public bodies subject to the open meetings law to the same extent as the Board of Commissioners.

**RECOMMENDATION/PROPOSED ACTION:**

County attorney recommends the Board approve the request of Chairman Faircloth by adopting the following resolution:

Be it hereby resolved that the number of commissioner appointees to the Facilities, Finance and Policy Committees is increased from three to four.

Be it further resolved that the action by Chairman Faircloth in appointing four members to each of these committees for the terms commencing upon his election as Chair, is hereby ratified.



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

4D

## INTERNAL AUDIT

January 12, 2016

### MEMORANDUM

**To:** Board of County Commissioners

**From:** Tammy D. Gillis, Internal Audit Director

**Subject:** Fiscal Year 15-16 Status as of December 31, 2015

During the first half of fiscal year 2016 the Occupancy Tax netted \$2,790,404.78 in revenue.

These funds have been distributed as follows:

Cumberland County Crown Coliseum	\$ 697,601.21
Fayetteville Area Visitors and Convention Bureau	1,278,935.52
Arts Council of Fayetteville	697,601.21
TDA Discretionary Funds	116,266.84
Total	<u>\$ 2,790,404.78</u>

During the first 2 quarters, the TDA obligated funds for the following projects:

Communities in Schools - "When Pigs Fly BBQ Cookoff"	\$ 24,940.00
Junior League of Fayetteville - Holly Day Fair	25,000.00
Spring Lake Chamber of Commerce	5,000.00
MWR- All American Marathon 2016	25,000.00
Fayetteville Urban Ministry - Duck Derby	15,000.00
Fayetteville Dogwood Festival	25,000.00
WE-DO Productions	25,000.00
Methodist University - McCune Art Gallery	25,000.00
Fayetteville State University - Homecoming	5,000.00
Fayetteville-Cumberland County Chamber of Commerce	6,060.00
Exclusive Sports Marketing - Halloween Marathon	15,000.00
Hope Mills Chamber of Commerce	5,500.00
Cape Fear Botanical Garden	25,000.00
Total	<u>\$ 226,500.00</u>





OFFICE OF THE COUNTY ATTORNEY **ITEM NO. 4E**

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 JANUARY 19, 2016,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; Co. Manager; Hope Page  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** January 12, 2016  
**SUBJECT:** Offer of Dezmon Monroe to Purchase Lot 104, Plat Book 20, Section I, Savoy Heights Subdivision, Ashley Street, Fayetteville,

**BACKGROUND:**

The county acquired six parcels of real property by a single tax foreclosure in 2012. The amount of the foreclosure judgment was prorated among the six parcels in proportion to the tax value of each parcel. Desmon Monroe has made an offer to purchase only one of these parcels, being Lot 104, Plat Book 20 at page 21, Section I, Savoy Heights Subdivision, for \$323. That is the total amount of the foreclosure judgment prorated to this parcel. Based on the County GIS mapping system and tax records, there is no structure on this parcel. It is a lot with dimensions of 60' x 168' with a tax value of \$3,500 and is zoned MR5 by the City of Fayetteville.

If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is attached

**RECOMMENDATION/PROPOSED ACTION:**

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

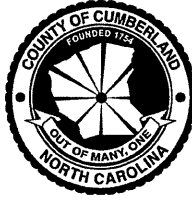
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE  
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269**

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 Lot 104, Plat Book 20 at page 21, Section I, Savoy Heights Subdivision, PIN 0437-12-4190, for \$323. 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.

January \_\_\_\_, 2016

Candice White, Clerk to the Board

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 JANUARY 19, 2016,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; Co. Manager; Hope Page  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** January 12, 2016  
**SUBJECT:** Acceptance Offer to Purchase Certain Real Property Located at 316 McIver Street, Fayetteville

**BACKGROUND:**

On December 21, 2015, the Board adopted a resolution of its intent to accept the offer of Destiny Worship Center (NC), a North Carolina non-profit corporation, to purchase the property with PIN 0437-23-6252 located at 316 McIver Street, Fayetteville, for a purchase price of \$7,395.26. Based on GIS mapping and the tax department, the property is a vacant residential lot with a tax value of \$17,255.00.

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* December 28, 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 0437-23-6252 located at 316 McIver Street, Fayetteville, NC 28301-5438 for a purchase price of \$7395.26. 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-Counthouse, Fayetteville, NC 28302. December 21, 2015 Candice White, Clerk to the Board  
12/28 4642191

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 PROPOSAL TO ACCEPT AN OFFER / 316 MCIVER STREET of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

12/28/2015

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 28 day of December, 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*

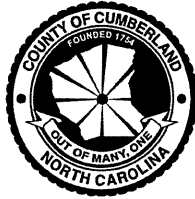
Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2020.

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

0004642191

**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 JANUARY 19, 2016,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; Co. Manager; Hope Page  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** January 12, 2016  
**SUBJECT:** Acceptance of Offer to Purchase Certain Real Property Located at 1320 Ramsey Street, Fayetteville, and Being Lot 30, Plat Book 11 at Page 68

**BACKGROUND:**

On December 21, 2015, the Board adopted a resolution of its intent to accept the offer of Mark Anthony Scott to purchase the property with PIN 0438-52-6763 located at 1320 Ramsey Street, Fayetteville, for a purchase price of \$7,205.97. Based on GIS mapping and the tax records, the property is a vacant lot with O&I zoning and a tax value of \$31,144.00.

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* December, 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 0438-52-6763 located at 1320 Ramsey Street, Fayetteville, being Lot 30, Plat Book 11 at page 68, for a purchase price of \$7,203.97. 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.  
December 21, 2015 Candice White, Clerk to the Board  
12/28 4642187

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 / 1320 RAMSEY STREET of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

12/28/2015

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 28 day of December, 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, 2020.

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

0004642187



AMY H. CANNON  
County Manager

JAMES E. LAWSON  
Deputy County Manager



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

MELISSA C. CARDINALI  
Assistant County Manager

W. TRACY JACKSON  
Assistant County Manager

ITEM NO. 4H

**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 19, 2016**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: JANUARY 13, 2016**

**SUBJECT: APPROVAL OF THE CUMBERLAND COUNTY FACILITIES COMMITTEE REPORT AND RECOMMENDATIONS**

**BACKGROUND**

The Cumberland County Facilities Committee met on Thursday, January 7, 2016 and discussed the following agenda:

- 1) Request from Employment Source, Inc. to Perform Capital Improvements on Leased Property

A separate memo for this item is attached and the draft minutes of the Cumberland County Facilities Committee are attached for your convenience.

**RECOMMENDATION/PROPOSED ACTION**

Accept the Cumberland County Facilities Committee report and recommendations.

/ct

Attachments

CM011316-1

# DRAFT

CUMBERLAND COUNTY FACILITIES COMMITTEE  
COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564  
JANUARY 7, 2016 - 8:30 A.M.  
MINUTES

MEMBERS PRESENT: Commissioner Glenn Adams  
Commissioner Jimmy Keefe  
Commissioner Kenneth Edge

MEMBERS ABSENT:  
Commissioner Charles Evans

COMMISSIONERS PRESENT:  
Commissioner Larry Lancaster  
Commissioner Marshall Faircloth

OTHERS PRESENT: Amy Cannon, County Manager  
Tracy Jackson, Assistant County Manager  
Melissa Cardinali, Assistant County Manager  
Sally Shutt, Governmental Affairs Officer  
Rick Moorefield, County Attorney  
Vicki Evans, Finance Director  
Jeffery Brown, Engineering & Infrastructure Director  
Terri Robertson, Board of Elections Director  
Brenda Jackson, Department of Social Services Director  
Andy Rind, Employment Source Inc.  
Jim Richter, Employment Source Inc.  
Candice White, Clerk to the Board  
Kellie Beam, Deputy Clerk to the Board  
Press

Commissioner Glenn Adams called the meeting to order.

## 1. ELECTION OF CHAIRMAN

MOTION: Commissioner Keefe moved to appoint Commissioner Adams as  
Chairman of the Facilities Committee.

SECOND: Commissioner Edge

VOTE: UNANIMOUS (3-0)

## 2. APPROVAL OF MINUTES – NOVEMBER 5, 2015 FACILITIES COMMITTEE MEETING

MOTION: Commissioner Keefe moved to approve the minutes.

# DRAFT

SECOND: Commissioner Adams  
VOTE: UNANIMOUS (3-0)

## 3. CONSIDERATION OF AMES STREET PROPERTY ISSUES

### A. REQUEST FROM EMPLOYMENT SOURCE, INC. TO PERFORM CAPITAL IMPROVEMENTS ON LEASED PROPERTY

#### BACKGROUND:

Employment Source, Inc. is a 501(c)(3) nonprofit organization that leases property owned by Cumberland County located at 600 Ames Street. This property consists of multiple buildings located on a 12.96 acre tract. This organization provides employment, training, habilitation, and support services to individuals with disabilities. Employment Source, Inc. entered into a ten year lease with Cumberland County in April of 2012. A condition of the lease requires Employment Source, Inc. to notify the County Manager of any proposed alterations or improvements in which the County Manager shall approve in writing prior to the work commencing. Employment Source, Inc. is responsible for the entire cost of any improvements or alternations to the property.

On December 17, 2015, the Engineering and Infrastructure Director received a written request from representatives of Employment Source, Inc. with a list of proposed improvements that they would like the County's permission to complete. This list has been reviewed by Engineering and Infrastructure staff and they feel that the proposed improvements/alterations will have no negative impact on the property.

The list provided by Employment Source, Inc. includes the following proposed improvements/alterations:

- Fence line clearing – entire property
  - Remove all vegetation growing in fence lines
    - This will involve both manual and chemical removal. The General Manager of the Fort Bragg Ground Service Team is licensed as a certified pesticide applicator.
    - Chemicals will not be applied where drainage could enter the creek.
  - Remove trees within 3-10 feet of the fence line, where the main trunk of the tree has either grown over or fallen over the fence.
  - Trim all tree limbs that have grown over the fence line.
- Erosion at creek area
  - Once fence line is cleared, check closely for erosion creeping to fence line.
  - Build small swale from black top at rear parking lot to fence line (approximately 4') and place rip rap to help drain run off from lot to creek.
    - NOTE: Other erosion methods may be necessary if major issues are found.
- Back area by barn
  - Large sink holes to be filled in and leveled.



# DRAFT

- Would like permission to remove the barn, as it is in poor shape and unsafe. The block is cracking and the foundation is unsafe.
- Tennis court inside fence to be removed
- Left back area at Training Center
  - Thin out/remove trees to open area up (for visibility/safety concerns)
- Parking lot
  - Would like permission to repair the parking lot area. The concrete has significantly cracked and poses a safety hazard to employees and visitors. Would like to remove the broken concrete and replace with asphalt.
  - Would like to replace the broken concrete with asphalt.

## RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve Employment Source, Inc. to move forward with the proposed improvements/alterations requested.

\*\*\*\*\*

Jeffery Brown, County Engineer, reviewed the background information and recommendation as recorded above. Mr. Brown discussed the summary of the Employment Source, Inc. lease agreement:

- Effective lease date is April 1, 2012
- Lease rate \$1/year
- 10 year lease agreement
- 24 month termination clause by either party
- Lessee responsible for all utilities
- Lessee responsible for the cost of all maintenance and any proposed improvements or alterations
- Lessee shall receive permission prior to making changes

Andy Rind, Employment Source, Inc. stated Employment Source, Inc. is a nonprofit agency that serves over 17,000 individuals with disabilities annually across the regional sites. Mr. Rind further stated Employment Source, Inc. has experienced significant growth over the last three years. Mr. Rind stated Employment Source, Inc. not only serves individuals with disabilities they also employ individuals with disabilities. Mr. Rind stated Employment Source, Inc. has partnered with Cumberland County since 2001 and since that time Employment Source, Inc. has done \$157,000 worth of investments and improvements at 600 Ames Street.

Mr. Richter stated the total cost of the proposed improvements to 600 Ames Street would be about \$75,000. Mr. Rind stated the primary request is for ground improvement, erosion control and to enhance the parking lot and pedestrian walkways. Mr. Richter discussed the following proposed ground improvements:

- Fence line clearing
- Erosion along creek area
- Back area and demolition of barn
- Tennis court: fence to be removed

# DRAFT

- Tree and limb removal along the fence line

Mr. Richter discussed the following proposed accessibility improvements:

- 530 cubic yards of concrete demolition/removal
- 660 tons of ABC stone at a depth of 4 inches
- 2961 square yards of grading improvements
- 345 tons of 9.5a asphalt paving at depth of 2 inches
- 1135 linear feet of striping to include (stop bar for wheelchair accessible para-transit drop off);
- 3 directional arrows; 7 handicap symbols; 1 No Parking stencil

Commissioner Edge stated he would like the County Engineer to oversee the proposed improvements along with the demolition of structure. Mr. Brown stated he would be involved to make sure the project goes smoothly.

MOTION: Commissioner Edge moved to recommend to the full board approval for Employment Source, Inc. to move forward with the proposed improvements/alterations outlined in their written request and direct the County Engineer to oversee the project.

SECOND: Commissioner Keefe

VOTE: UNANIMOUS (3-0)

### 3. CONSIDERATION OF AMES STREET PROPERTY ISSUES

#### B. REQUEST FROM CITY OF FAYETTEVILLE FOR A PORTION OF THE AMES STREET PROPERTY FOR THE SENIOR/AQUATICS CENTER

##### BACKGROUND:

Fayetteville-Cumberland Parks & Recreation is in the process of developing future plans for a proposed aquatics center and senior center. Property owned by Cumberland County and located on Ames Street has been identified as a potential site for this project. This property is the site of Employment Source, Inc. and a portion of the property is needed for the proposed project. Parks & Recreation would like to present information to the Facilities Committee about the proposed project and determine how feasible it will be to move the project forward if a bond package is approved by voters in coming months.

##### RECOMMENDATION/PROPOSED ACTION:

The Facilities Committee is being asked to provide guidance about the use of this site for the proposed aquatics/senior center and provide direction in handling the request.

\*\*\*\*\*

Ms. Cannon stated the proposed aquatics center has been removed from the bond package at this time. Ms. Cannon stated at this time Mr. Gibson could not rule out the fact that the

# DRAFT

Parks and Recreation Department may come back at a later date and have interest in this property. Ms. Cannon stated at this time the request is off the table.

No action taken. For information only.

## 4. DISCUSSION REGARDING LEASE RATES BETWEEN GOVERNMENTAL BODIES

### BACKGROUND:

Commissioner Jimmy Keefe requested that County staff provide a spreadsheet showing all leases with outside agencies and the specifics associated with each of these lease agreements. Commissioner Keefe also requested that any agency that is utilizing space within County owned property without a valid lease to be included on the spreadsheet as well. Staff will give an overview of the information and field questions.

### RECOMMENDATION/PROPOSED ACTION:

The Facilities Committee is not being asked to take action. The purpose of this item is to provide the Committee an overview of leases that the County currently has with outside agencies for the use of space within County facilities.

\*\*\*\*\*

Jeffery Brown, Engineering and Infrastructure Director, reviewed the background information and recommendation as recorded above.

Commissioner Keefe stated he requested information on all leases with outside agencies and the specifics of the agreements because he feels the lease rates are not consistent. Questions and discussion followed.

Commissioner Keefe stated he feels when a reduction in rent is given that amount should be considered towards the contribution to the non-profit or state agency because there is a value to reduced rent. Commissioner Keefe stated he would like to get additional information regarding the breakdown of the space occupied in each building and the actual utilities used. Commissioner Keefe further stated there is a value to janitorial services and staff and he would like those details provided. Commissioner Keefe stated salary and benefits of county supplied janitorial staff needs to be included.

Ms. Cannon stated the budget staff can work with Mr. Brown to get this information back to the Facilities Committee. Commissioner Keefe stated he would like to see this information back to the Facilities Committee within the next sixty days.

No action taken.

## 5. REVIEW OF NEW VENUE AND PROCEDURES FOR ELECTION RETURNS



# DRAFT

## BACKGROUND:

The Cumberland County Board of Elections voted on December 10, 2015 to no longer rent a banquet room at the Ramada Plaza and Bordeaux Convention Center for people to gather to watch election night returns. The facility use charge for each election was approximately \$500 - \$750 depending on the type of election.

For the March 15, 2016 primary, the Board of Elections will use the conference rooms at the Department of Social Services, 1225 Ramsey Street. The four conference rooms will be opened into one large meeting room. Election results will be projected onto the two large screens once the polls close at 7:30 p.m.

Moving the event to a County facility will not incur rent, but will require the following County staff to work at the venue:

- Three Public Information Office employees
- One DSS Information Services employee
- Sheriff's Office deputies for security

The Board of Elections has been notified of the plan and concurs with the use of the DSS facility for candidates, their supporters and the media to gather to view election returns.

## RECOMMENDATION/PROPOSED ACTION:

Review is provided for information purposes only.

\*\*\*\*\*

Terri Robertson, Board of Elections Director, reviewed the background information and recommendation as recorded above. Ms. Robertson stated it is not mandated by law to hold the election results at a facility but it is good public service. Ms. Robertson further stated the Board of Elections office does not have enough space to hold the results there.

No action taken.

## 6. CONSIDERATION OF REQUEST TO LEASE PRIVATE PROPERTY LOCATED AT 727 MCGILVARY STREET

### BACKGROUND:

The fiscal year 2015-16 budget included funding to lease property to use as a Family Visitation Center for the purpose of creating a family-friendly setting for children in foster care. Due to the increased number of children in foster care DSS is unable to accommodate the court ordered visits within the building's limited visitation space. All available county owned property was evaluated and it was determined none was suitable for this purpose. Private property has been located at 727 McGilvary Street. This location is the former site of the Kidsville Newspaper and has a family friendly

# DRAFT

atmosphere. The site will be staffed with employees of the Cumberland County Department of Social Services.

## RECOMMENDATION/PROPOSED ACTION:

The McGilvary Street site will provide a private, more family like setting for foster children to have court ordered visits with their parents. We respectfully request your approval to enter into a lease agreement with Malzone Marketing, Inc. in the amount of \$1,500 a month. The lease has been reviewed by County Legal.

\*\*\*\*\*

Brenda Jackson, Department of Social Services Director, stated there are currently 916 children in foster care and those children are required to have court-ordered visitation with relatives (parents, grandparents, etc.). Ms. Jackson stated the Department of Social Services currently has four family visitation spaces at the Ramsey Street location but they have outgrown that space.

Commissioner Adams stated since this lease is only for one year what is going to happen after the year. Ms. Jackson stated her hope is to renew the lease each year. Commissioner Adams asked if there would be any upfront costs. Ms. Jackson stated they may need tables and chairs but they would try to get that from surplus and other county departments. Ms. Jackson stated they are really working on permanency efforts and she hopes to see a decrease in the number of children in foster care.

Commissioner Lancaster asked if the school system was involved and stated Tim Kinlaw may be a good resource to check on available vacant space in the school system. Commissioner Edge agreed. The consensus of the Facilities Committee was for this item to come back to the next Facilities Committee meeting so Ms. Jackson could check with the school system and any other options regarding the needed space. Ms. Jackson stated location and proximity to the courthouse area and the bus line is very important when considering a location along with a safe and suitable space for children.

## 7. OTHER ITEMS OF BUSINESS

Ms. Cannon stated Tracy Jackson would like to give a brief update on the 911 Co-Location Study with the City of Fayetteville. Mr. Jackson stated in the spring of 2015 RFP's were solicited and a consultant was chosen. Mr. Jackson further stated the lead consultant started work in August 2015. Mr. Jackson stated a final report and recommendation to the City of Fayetteville and Cumberland County is anticipated in February 2016. Mr. Jackson explained the study consists of six key tasks: facility needs assessment, technology and equipment assessment, operations and staffing assessment, financial feasibility study, governance and location. Mr. Jackson stated the cost of the study is \$89,683 which is being shared between Cumberland County and the City of Fayetteville.

# DRAFT

No action taken.

MEETING ADJOURNED AT 9:24 AM.





ITEM NO. 4H(1)

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


**ENGINEERING & INFRASTRUCTURE DEPARTMENT**

Engineering Division · Facilities Management Division · Landscaping & Grounds Division · Public Utilities Division

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 19, 2016**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

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

**DATE: JANUARY 12, 2016**

**SUBJECT: REQUEST FROM EMPLOYMENT SOURCE, INC. TO PERFORM CAPITAL IMPROVEMENTS ON LEASED PROPERTY**

**BACKGROUND:**

Employment Source, Inc. is a 501(c) (3) nonprofit organization that leases property owned by Cumberland County located at 600 Ames Street. This property consists of multiple buildings located on a 12.96 acre tract. This organization provides employment, training, habilitation, and support services to individuals with disabilities. Employment Source, Inc. entered into a ten year lease with Cumberland County in April of 2012. A condition of the lease requires Employment Source, Inc. to notify the County Manager of any proposed alterations or improvements in which the County Manager shall approve in writing prior to the work commencing. Employment Source, Inc. is responsible for the entire cost of any improvements or alterations to the property.

On December 17, 2015, the Engineering & Infrastructure Director received a written request from representatives of Employment Source, Inc. with a list of proposed improvements that they would like the County's permission to complete. This formal request has been attached for your convenience. This list has been reviewed by Engineering & Infrastructure staff and feels that the proposed improvements/alterations will have no negative impact on the property.

This was presented to the Facilities Committee on December 3<sup>rd</sup>.

**RECOMMENDATION/PROPOSED ACTION:**

Staff along with the Facilities Committee recommends that the Board of Commissioners approve Employment Source, Inc. to move forward with the proposed improvements/alterations outlined in their written request dated December 17, 2015 under the oversight of the County's Engineering & Infrastructure Director.



# ServiceSource

A LEADING RESOURCE FOR PEOPLE WITH DISABILITIES

December 17, 2015

Jeffery P. Brown, PE  
Engineering & Infrastructure Director  
Cumberland County Engineering & Infrastructure Department Projected Work  
[Jeffery Brown <jbrown@co.cumberland.nc.us>](mailto:jbrown@co.cumberland.nc.us)

Dear Jeffery,

Thank you again for taking the time to meet with Andrew, Christine, and myself to go over our maintenance requests for the building we are leasing from Cumberland County at 600 Ames Street.

We would like to have permission from the County to perform the work detailed on the following page. Please let me know if you have any questions.

Sincerely,

Jim Richter  
Division Manager - Operations  
ServiceSource  
North Carolina Regional Office  
600 Ames Street  
Fayetteville, NC 28301  
910.401.5491 - Direct Line  
910.635.8800 - Cell  
910.485.4341 - fax  
[jim.richter@servicesource.org](mailto:jim.richter@servicesource.org)  
[www.servicesource.org](http://www.servicesource.org)

1. Fence Line Clearing – entire property
  - Remove all vegetation growing in fence lines
    - This will involve both manual and chemical (Mohave) removal. Our General Manager of our Fort Brag Ground Service Team is licensed as a certified pesticide applicator.
    - Chemical will not be applied where drainage could enter the creek.
  - Remove trees within 3 – 10' of the fence line, where the main trunk of the tree has either grown over, or fallen over the fence.
  - Trim all tree limbs that have grown over the fence line.
2. Erosion at Creek Area
  - Once fence line is cleared, check closely for erosion creeping to fence line.
  - Build small swale from black top at rear parking lot to fence line (approximately 4') and place rip rap to help drain run off from lot to creek.
    - NOTE: Other erosion methods may be necessary if major issues are found
3. Back Area by Barn
  - Large sink holes to be filled in and leveled.
  - Would like permission to remove the barn, as it is in poor shape and unsafe. The block is cracking and the foundation is unsafe.
4. Tennis Court Inside Fence to be Removed
5. Left Back Area at Training Center
  - Thin out / remove volunteer trees to open area up (for visibility safety concerns).
6. Parking lot
  - We would like permission to repair the parking lot area. The concrete has significantly cracked, and poses a safety hazard to our employees and visitors. We would like to remove the broken concrete and replace with asphalt.
  - A complete plan will be presented; however, we need to know if the County will allow us to replace the broken concrete with asphalt.



AMY H. CANNON  
County Manager

JAMES E. LAWSON  
Deputy County Manager



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

MELISSA C. CARDINALI  
Assistant County Manager

W. TRACY JACKSON  
Assistant County Manager

ITEM NO. 4I

**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 19, 2016**

**TO:** BOARD OF COUNTY COMMISSIONERS

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

**DATE:** JANUARY 13, 2016

**SUBJECT:** APPROVAL OF THE CUMBERLAND COUNTY FINANCE COMMITTEE REPORT AND RECOMMENDATIONS

**BACKGROUND**

The Cumberland County Finance Committee met on Thursday, January 7, 2016 and discussed the following agenda:

- 1) Intergovernmental Support Agreement Between Cumberland County and Fort Bragg for Animal Control Services.
- 2) Social Services Budget Revision Reallocating Funding for Overtime and Expansion of Time Limited Positions.

Separate memos for these items are attached and the draft minutes of the Cumberland County Finance Committee are attached for your convenience.

**RECOMMENDATION/PROPOSED ACTION**

Accept the Cumberland County Finance Committee report and recommendations.

/ct

Attachments

CM011316-2

CUMBERLAND COUNTY FINANCE COMMITTEE  
COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564  
JANUARY 7, 2016 - 10:30 AM  
MINUTES

MEMBERS PRESENT:      Commissioner Kenneth Edge  
                                 Commissioner Jimmy Keefe  
                                 Commissioner Larry Lancaster, Chairman

MEMBERS ABSENT:      Commissioner Jeannette Council

OTHER COMMISSIONERS

PRESENT:                Commissioner Glenn Adams  
                                 Chairman Marshall Faircloth

OTHERS:                Amy Cannon, County Manager  
                                 Tracy Jackson, Assistant County Manager  
                                 Melissa Cardinali, Assistant County Manager  
                                 Rick Moorefield, County Attorney  
                                 Rob Hasty, Assistant County Attorney  
                                 Vicki Evans, Finance Director  
                                 Deborah Shaw, Budget Analyst  
                                 Tammy Gillis, Director of Internal Audit and Wellness Services  
                                 Renee Gleaton, Internal Auditor  
                                 Brenda Jackson, Social Services Director  
                                 Candice H. White, Clerk to the Board  
                                 Press

Commissioner Lancaster called the meeting to order.

1.      ELECTION OF FINANCE COMMITTEE CHAIRMAN

MOTION:      Commissioner Edge moved to elect Commissioner Lancaster as the chairman.  
SECOND:      Commissioner Keefe  
VOTE:          UNANIMOUS (3-0)

2.      APPROVAL OF MINUTES – NOVEMBER 5, 2015 REGULAR MEETING

MOTION:      Commissioner Edge moved to approve the November 5, 2015 regular meeting minutes.  
SECOND:      Commissioner Keefe  
VOTE:          UNANIMOUS (3-0)

3.      CONSIDERATION OF INTERGOVERNMENTAL SUPPORT AGREEMENT  
BETWEEN CUMBERLAND COUNTY AND FORT BRAGG FOR ANIMAL  
CONTROL SERVICES

**BACKGROUND:**

Fort Bragg is seeking to enter into an Intergovernmental Support Agreement (IGSA) with Cumberland County for the provision of Animal Control services on post. Federal law authorizes the Department of Defense to enter into an IGSA on a sole-source basis with a state or local government in order to receive installation support services.

The agreement recorded below was developed after several meetings between Fort Bragg and County officials to discuss services, costs and procedures. Greg Jackson, the Housing Division Chief with the Directorate of Public Works at Fort Bragg, will be in attendance to answer any questions.

**RECOMMENDATION/PROPOSED ACTION:**

Recommend approval of the Intergovernmental Support Agreement for Animal Control services on Fort Bragg to the full Board of Commissioners at the January 19, 2016 meeting.

**INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)  
BETWEEN THE  
UNITED STATES  
AND  
CUMBERLAND COUNTY, NC**

**FORT BRAGG ANIMAL CONTROL SERVICES  
ORDER # BRAG-IGSA-16-**

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States and Cumberland County, NC (hereafter COUNTY is used for brevity throughout this model) is entered into pursuant to federal law codified at 10 USC 2679. The statute authorizes the Secretary of the Army to enter into an IGSA on a sole-source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to IGSA Agreements Officers (hereafter Agreements Officer) to execute agreements on behalf of the United States.

The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by the COUNTY, the prices to be paid by the United States, and the appropriate reimbursement and quality control procedures. The parties undertake this Agreement in order to provide services, supplies or construction to the United States, to achieve cost savings for the Department of the Army, and to provide additional revenues to local governments and their work forces.

**RESPONSIBILITIES OF THE PARTIES:**

The COUNTY shall perform the installation support services as stated in this IGSA. The term "installation support services" only includes services, supplies, resources and support typically provided by a local government for its own needs and without regard to whether such services, supplies resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.



This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in COUNTY personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances, shall COUNTY employees or contractors be deemed federal employees. If the COUNTY shall provide services through a contract, the contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between the COUNTY and its employees.) Employees of the United States may not perform services for or on behalf of the COUNTY without the approval of the Agreements Officer.

SUMMARY OF SERVICES AND PRICE:

In consideration for the services to be provided by the COUNTY, the United States agrees to pay the COUNTY in accordance with the following amounts:

1<sup>st</sup> year: Services

Service	Quantity	Unit	Unit Price	Total
Non-productive Dispatch	673	EA	\$96.00	\$64,608
Productive Dispatch	673	EA	\$223.00	\$150,079
Surrendered Animals to Cumberland County Facility	226	EA	\$30.00	\$6,780
10 Day Quarantine (Partial 7 Days)	Owner, if known is responsible for this cost	EA	\$120.00	

\*Note: Totals are based on historical estimates. Actual services performed will be submitted via monthly invoice utilizing unit prices above.

TERM OF AGREEMENT:

The term of this Agreement shall be for one year from the execution of the Agreement by the Agreements Officer, and renewable for successive one year periods for 4 additional years. The United States shall only be obligated for only one year of performance under the agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by the Congress. The United States shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the Agreement Officer of an intent to award the option for an additional year of performance. The Agreements Officer shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of the current performance period. The Agreements Officer may condition the renewal upon availability of funds, and may suspend performance of the renewed period at

no additional cost to the United States, until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the Agreements Officer without further liability to the United States.

PAYMENT: The United States shall pay the COUNTY for services based upon satisfactory completion of services on a monthly basis. Payment shall be based for services provided as set forth in this Agreement. The COUNTY shall not include any State or Local taxes in the prices it charges the United States unless approved by the Agreements Officer in advance. The County shall electronically submit invoices or payment requests to the Government's Coordination Representative (CR) and the Agreements Officer. The Agreements Officer will not authorize payment unless all billed services have been satisfactorily completed, and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Agreement.

The Government will make payment in accordance with the Prompt Payment Act (31 USC 3903) and implementing regulations. Interest shall be paid for late payments as required by the Act, and shall be paid at the rate established by the Secretary of the Treasury for disputes under the Contract Disputes Act of 1978.

Payment will be made by the CR through the General Fund Enterprise Business System (GFEBS). Rates may only be adjusted upon 90 days written notice to the CR and the Agreements Officer. If the CR or his representative disagree, the parties shall discuss the proposed rates, changes in the services, or other modifications to Agreement. Modifications to prices in the Agreement must be reduced to writing and approved and incorporated into the Agreement by the Agreements Officer.

OPEN COMMUNICATIONS AND QUALITY CONTROL: The Parties shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. The COUNTY shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. After its execution, an initial joint meeting of the Parties will be conducted to discuss the terms of the IGSA. The initial meeting shall also discuss orientation of the COUNTY and its employees to work areas on the installation as well a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the COUNTY.

INSPECTION OF SERVICES: The COUNTY will only tender services and goods in conformance with the IGSA. The Fort Bragg Garrison Commander shall appoint a CR who will be responsible for inspecting all services performed. The COUNTY will be notified of the identity of the CR and his alternate, and of any changes. If services are performed outside the installation, the CR shall be granted access to areas where services are performed. The CR shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work.

If the CR determines that services do not conform to the requirements in Agreement, the CR can require the COUNTY to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the CR can reduce the price to be paid for services to reflect the reduced value of the services to be performed. If the services cannot be corrected by

re-performance, the CR can reduce the billed price to reflect the reduced value of the services to be performed. The CR may alternately, in his sole discretion, waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the Agreements Officer.

If the COUNTY is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or government activities on the installation which impede the COUNTY's performance, the County shall promptly notify the CR.

In those rare instances in which the COUNTY fails to re-perform services or abandons performance, the United States may perform or contract for performance of the services and charge those costs to the COUNTY. Except in an emergency, the United States will not exercise this authority without providing prior notice to the POC designated by the COUNTY to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the CR, the Agreements Officer may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with the COUNTY POC identified in this agreement.

TERMINATION: The IGSA may be terminated by mutual written agreement at any time. Except as otherwise specified in this agreement, either party can unilaterally terminate this IGSA upon 180 days written notice to the POCs designated in this Agreement.

The United States reserves the right to terminate this agreement for its convenience at any time. When notified by the Agreements Officer of the termination, the COUNTY shall immediately stop all work. The government will pay the COUNTY a percentage of the agreed price reflecting the percentage of work performed to the notice. The COUNTY shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

SUSPENSION OF AGREEMENT: The United States reserves the right to suspend performance of the agreement or access to the installation in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States.

APPLICABLE LAW: The IGSA is subject to the law and regulations of the United States. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

CLAIMS AND DISPUTES: The parties shall use their best efforts to resolve any disagreement or disputes they may have regarding this Agreement. To minimize disputes, the parties will meet periodically, preferably on a monthly basis, to discuss performance and any other issues they may have. The CR shall represent the Government in such meetings.

If the parties are unable to resolve an issue, the CR or the COUNTY may submit a claim arising out of the Agreement to the Agreements Officer for a final decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim, and may designate a COUNTY representative to discuss the claim and its



resolution. The Agreements Officer shall issue a final decision within 90 days of receipt of each claim. The parties agree to the above procedures in lieu of litigation in any forum. If the COUNTY is dissatisfied with the Agreements Officer's decision, it may appeal the matter to the installation commander and must specify the basis of its disagreement. The installation commander or his designee shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be reduced to writing and provided to the POCs specified in this agreement. All final determinations that result in the payment of additional funds to the COUNTY must be coordinated with the Agreements Officer.

As part of its appeal, the COUNTY may request alternate disputes resolution (ADR) to resolve disputes; the Government may agree to use of ADR in its sole discretion. If ADR procedures are employed, the installation commander shall consider the findings and recommendations of the third party mediator(s) in making his final determination.

NOTICES, POINTS OF CONTACT (POCs), ANNUAL REVIEWS, AND AMENDMENTS TO THE IGSA:

The POCs for issues pertaining to this IGSA are as follows:

For the United States, the CR or his designated representative.

For the COUNTY: The Animal Control Director and Governmental Affairs Officer

Unless otherwise specified, all notices under this Agree shall be provided to the POCs specified above.

The POCs and a management official at least one level above the POCs as well as the IGSA Agreements Officer shall meet annually to discuss the IGSA, and consider any amendments to the Agreement.

Any party can propose amendments at any time. All amendments must be reduced to writing and incorporated by amendment to Agreement by the Agreements Officer in order to be effective.

DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION: The COUNTY shall conduct a visit of the installation with the CR prior to performance to satisfy itself of the general and local conditions existing on the installation to include sites where services will be performed. The COUNTY shall prepare an accident avoidance plan and plan to protect Government property on the installation. The County shall take measures to protect and not damage any property of the United States during performance of services. Should the COUNTY damage such property, the COUNTY may replace the item or restore it to its prior condition at its own cost or reimburse the United States for such costs. If the County does not take measures to replace or restore, the United States reserves the right to deduct replacement or restoration costs from amounts billed by the COUNTY each month. The CR shall provide written notice of the Government's intent to offset costs against billings to allow the parties to resolve the matter amicably. Such resolution can include a schedule for payments to cover the loss or restoration of Government property over the term of the current period of performance.

CONTINUITY OF SERVICES: The County recognizes that the services under this Agreement are vital to the United States and must be continued without interruption, and performed even in event of a dispute between the parties. Should the United States terminate

this Agreement for any reason, the County agrees to furnish phase-in training to any successor contractor and exercise its best efforts and cooperation to effect an orderly and efficient transition of services.

WAGES AND LABOR LAW PROVISIONS: These provisions apply to the COUNTY and any contractor performing services under this IGSA on behalf of the COUNTY. The COUNTY shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the COUNTY, and complies with all applicable COUNTY labor laws and standards. In no event, however, shall any employee be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. The COUNTY shall comply with all applicable federal, state and local occupational safety and health requirements and standards. If the COUNTY has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, the COUNTY shall immediately notify the CR and the Agreements Officer. The COUNTY shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT: This provision applies to COUNTY and its contractors. The COUNTY agrees not to discriminate against any employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. The COUNTY shall not permit employees which engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA. The COUNTY shall not engage in age discrimination, and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

TRANSFERABILITY: This Agreement is not transferable except with the written authorization of the Agreements Officer.

ACTIONS OF DESIGNEES: Any act described in the IGSA to be performed by an individual or official can be performed of the designee of such individual or official, with the exception of the Agreements Officer.

#### ATTACHMENT 1: PERFORMANCE WORK STATEMENT

Scope. Provide animal control services on the Fort Bragg cantonment area to protect the health, safety, and harmonious coexistence of personnel, their family members, and their animals on this installation. Animal control services will ensure that stray animals are controlled on the installation to prevent damage to government property and affect mission accomplishment.

##### 1. Basic Services.

1.1 The COUNTY shall on "request for services", proceed to the specified area on the Fort Bragg cantonment area and portion of training areas located within the boundaries of Cumberland County, NC which includes all housing areas except Linden Oaks, which is located in Harnett County. The COUNTY shall impound all domestic animals observed as a stray animal as dispatched for. The COUNTY shall transport live captured domestic animals to the Cumberland County Animal Control Shelter or any other premises operated by another entity with which the COUNTY contracts for such purposes. Personnel who are directly

involved in capturing and impounding domestic animals will maintain communications with the Fort Bragg Provost Marshal Office via cellular telephone. The key word is “domestic” as all urban wild life is the responsibility of the DPW Wildlife Branch. The COUNTY will not be responsible for removing and/or disposing of dead animals found on Fort Bragg.

1.2 The COUNTY shall be dispatched for a request for service on Fort Bragg by the Fort Bragg Directorate of Emergency Services Integrated 911 Center (FB 911) when domestic animal control issues arise. The COUNTY shall be available to receive and respond to “request for service” 24 hours per day, 7 days a week to include weekends and holidays.

## 2. STRAY AND FERAL ANIMALS

2.1. During a request for service, the COUNTY shall impound, in a humane manner, all stray domestic and feral animals and transport them to the COUNTY Animal Control Facility.

2.2. The COUNTY shall receive telephonic calls from the FB 911 center to impound domestic animals that have been observed or reported as a stray or feral animal. The COUNTY shall proceed to the specified location according to the call priority standards stated in section 5. of this document. All stray and feral animals captured will be taken to the COUNTY Animal Shelter or any designated facility operated by COUNTY for the purpose of sheltering animals.

2.3. An Animal Control Officer (ACO), upon receiving any animal for impoundment, shall record the description, breed, color, sex, and microchip of the animal and the date and time of impoundment. If the animal is microchipped or if the owner is known, the officer shall enter the name and address of the owner or the microchip number on the impoundment records. If the animal is microchipped and the owner is unknown, the Animal Control Department shall telephone the appropriate microchip company (<http://www.petmicrochiplookup.org/> or see attachment). If the owner is identified, the Animal Control Department will contact the owner. If unsuccessful in attempting to telephone the owner, the ACO will notify the Fort Bragg Veterinary Technician on call (910)988-8002.

2.4. Unless the animal is reclaimed within 72 hours after entering the shelter, Sundays and federal and COUNTY-observed holidays excluded, the animal may be adopted or humanely disposed of by the Department’s shelter. Attempts to contact the owner will be recorded on the impoundment record and a copy provided to the Fort Bragg Veterinary office.

2.5. Animals that are reclaimed and reside on Fort Bragg property must meet the requirements of the Fort Bragg Regulation 40-5 before returning to housing. This is done at the owner’s expense.

Requirements for dogs: microchip; up to date rabies, distemper, hepatitis, parainfluenza, and parvovirus (DHPP) vaccines; heartworm test annually, on current heartworm preventive; annual fecal exam for intestinal parasites.

Requirements for cats: microchip; up to date rabies, rhinotracheitis, calicivirus, and panleukopenia (FVRCP) vaccines; outdoor cats up to date on feline leukemia (FeLV) vaccine; annual exam for intestinal parasites.

2.6. Any animal which comes into possession of the Department’s shelter which is seriously injured, sick or exhibiting symptoms of contagious disease shall be humanely euthanized by the shelter personnel without waiting for the 72 expiration period in which such animal may be placed for adoption. Provided, however, that before such sick, diseased or injured animal is euthanized, the shelter personnel shall contact the animal’s owner, if known, to determine the disposition of such animal. If the owner indicates that the animal will be reclaimed, but fails to reclaim the animal within two days of such notification, or if the owner of such animal is not known, the sick or injured animal shall be euthanized by the shelter personnel. The shelter supervisor shall keep a record of such animal, to include breed and sex of the animal, when the



animal came into possession of the shelter, the type of injury, disease or sickness of such animal, the date the animal was euthanized, and any other information relevant to the health, condition and description of such animal. Upon observation that a domestic animal, which has been impounded, displays signs of injury, illness, or any other trauma that indicates the domestic animal is in need of immediate medical attention, the COUNTY shall immediately notify the Fort Bragg Animal Health Technician at (910-396-9120).

2.7. If in the course of investigating, apprehending or otherwise taking custody of a potentially dangerous domestic animal, or a domestic animal as to which there is reasonable suspicion to believe is potentially dangerous, such animal is not securely restrained and an ACO or a military law enforcement officer has reasonable cause to believe the animal poses an imminent risk of serious physical injury or death to any person or domestic animal, said officer shall have authority to render such domestic animal immobile by means of tranquilizers or other safe drugs or, if that is not safely or timely possible under the circumstances, then the officer may humanely dispose of said domestic animal.

2.8. Upon being notified of an area being frequented by stray domestic animals, the COUNTY after exhausting all available capture measures and methods except trapping shall coordinate with DES and DPW to place traps that are specifically designed for the humane capture of domestic animals. DPW pest control shall check all traps at least twice a day to ensure that no trapped animal is subject to extreme weather conditions, lack of food/water, or any adverse conditions that could cause harm or injury to the trapped animal. DPW pest control will be responsible for restocking the trap with fresh food. Wild animals that are captured in traps will be released in the woods by DPW wildlife. Upon capture of a stray domestic animal in a trap, ACO will be notified to collect and transport to COUNTY Animal Shelter.

3. QUARANTINE PROCEDURES / ANIMALS INVOLVED IN BITES 3. Stray animals involved in bites to humans or other animals will be quarantined for 10 days from the initial bite incident. Determination of where the animal will be quarantined rest with the VETCEN. Stray animals whose owner cannot be identified will be taken to County Animal Shelter and become the property of County and are counted as a productive capture.

3.1 Owned animals, in the custody of their owner, involved in a bite or scratch to a human must be presented to the VETCEN by the owner within one business day following the incident to receive an initial quarantine examination. It is the Installation veterinarian's discretion to authorize a 10 day home quarantine or 10 day quarantine at the COUNTY animal control center.

3.2. Owned animals authorized home quarantine will be released to the owner following the initial quarantine examination and confined to their own home and yard. Animals under quarantine should have no contact with outside animals. These pets should not be taken to dog parks, boarding facilities, groomers, or other places where they can contact outside animals. At the end of the ten day quarantine, the animal must be presented to the VETCEN for a follow-up examination and will be released to the owner depending on the results of the examination.

3.3 Owned animals on Fort Bragg property involved in a bite or scratch to a human or another animal that are not granted in-home quarantine will be transported by the owner or COUNTY ACO to COUNTY animal control center to be quarantined. Animals transported by owner must be accompanied by a referral memorandum for record (MFR) from VETCEN. This quarantine will be at the expense of the owner. Animals will receive an initial examination upon entering quarantine. Animals will be confined to an isolated area away from other animals. At the end of the 10 day quarantine, the animal will be examined again and may be

released to the owner depending on the results of the examination. All fees associated with the examination, vaccination, and care of quarantined animals will be at the expense of the owner.

#### 4. Surrender of Pets by Owners.

4.1 The COUNTY may accept the surrender of pets by their owners subject to the availability of space in the shelter. Only owners residing in Fort Bragg family housing are eligible to surrender pets under this IGSA. The COUNTY will verify the owners' residency based on presentation of a signed MFR from VETCEN before accepting any animals. After the three working day holding period, impounded animals surrendered by owners that have not been reclaimed shall be placed for adoption or otherwise disposed of in a humane manner and as required by law. A healthy animal may be retained for an additional period for the purpose of adoption or transferred to an approved local animal adoption or rescue agency at no additional cost to United States.

#### 5. CALL PRIORITY

##### Priority 1 (Purple) Need an ACO to respond to this call NOW

Person in Danger

Aggressive Animal (currently charging or loose, dangerous dog at large)

Assist Law Enforcement or another ACO

Possible Rabies Exposure (pet fought with raccoon, etc.)

Animal Bites (Including AOA)

Severely Injured or Sick Animal (HBC, bleeding, broken bones, etc.)

Animal on School Property during school hours Extreme or Gross Cruelty/Neglect (close to death, no shelter in freezing temps, being beaten, inside hot car)

##### Priority 2 (Gold) Need an ACO to go ASAP

Animal Bites (24 hrs or older)

Neglect (suspect animal may be in danger)

Animal on Business Property

Animal on Animal Attack (24 hours or older)

Injured or Sick Animal, not severe

##### Priority 3 (Green) Need ACO to Complete by End of Shift

Stray Confined Bite Follow Ups

Animal in Trap (personal or CCAC trap) Check Conditions

Animal on Animal Attack(over 48 hours old) Abandonments

Selling or giving away animals on public property Stray Open Yard

##### Priority 4 or 5 (Black) Normal Routine Calls to be Completed no more than 24 hrs after request

Advise Leash Law, Check tags, tethering, barking Stray Roams

Recheck conditions

Owner Surrenders

Trap Requests

Deliveries/ Fueling/CMF/Transporting Animals

## ATTACHMENT 2: GENERAL PROVISIONS

### COUNTY FURNISHED PROPERTY:

The COUNTY shall furnish all facilities, vehicles, equipment, tools, fuels, materials, dog and cat food and supplies necessary to accomplish all services required by this PWS. The COUNTY shall provide and maintain its own telephones lines necessary to maintain contact with FB911 center.

### Acronyms and Definitions:

ACO- Animal Control Officer

ADOPTION- The transfer of a stray or surrendered animal by the animal shelter to a new owner.

COUNTY – Cumberland County

CR- Coordination Representative

FERAL- existing in a wild or uncultivated state, especially after being domestic or cultivated

STRAY ANIMAL- An uncontrolled dog or cat, which is homeless, ownerless, or is a privately owned dog or cat allowed to roam without restriction.

VETCEN – Fort Bragg Veterinarian Center

### INSTALLATION SECURITY AND ACCESS REQUIREMENTS

The COUNTY shall not permit employees who are not citizens or lawful immigrants to perform services under this IGSA. Employees who have been convicted of felonies, sex crimes, drug offenses or violent crimes, shall not perform services under this IGSA without the specific approval of the CR. The COUNTY shall not permit any employee to perform work on this IGSA if such person is identified by the CR as a potential threat to the health, safety, security, general well-being or operational mission of the United States. The CR may deny the continued entry of any employee upon receipt of information that indicates that the individual's continued entry to the installation is not in the best interests of national security. All COUNTY vehicles will be identifiable and include the COUNTY's name.

FEDERAL HOLIDAYS: The COUNTY may be required to perform services on recognized federal holidays. However, that requirement is subject to mission execution requirements. The recognized federal holidays include:

New Year's Day

Labor Day

Martin Luther King Jr.'s Birthday

Columbus Day

Washington's Day

Veterans' Day

Memorial Day



Thanksgiving Day  
Independence Day  
Christmas Day

INSURANCE: The COUNTY is self-insured. It is authorized in lieu of general liability insurance or comprehensive vehicular insurance.

LIABILITY: Liability for loss or damage and for injury or death of persons caused by United States personnel will be determined in accordance with applicable Federal law. Liability for loss or damage and for injury or death caused by County personnel will be determined in accordance with North Carolina law.

DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE: The COUNTY shall fully cooperate with the United States in investigations involving accidents or damage to property or persons on property under federal control. The COUNTY shall timely furnish to the CR reports of investigations it completes regarding such incidents.

MEDICAL CARE IN EMERGENCIES:

In the event emergency treatment is required for COUNTY personnel injured in the performance of this IGSA, the Government will make available emergency medical treatment at Womack Army Medical Center. County shall reimburse the Government for the cost of emergency medical treatment provided to its employees upon receipt of an invoice from the medical facility.

DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES: All property under the control of the Department of the Army are drug free areas. Notwithstanding any contrary State or Local law, the County shall notify all individuals performing services on the installation that no controlled substances as specified in the Controlled Substances Act and 21 Code of Federal Regulations shall be sold, distributed, used or consumed on the installation. The CR may direct the COUNTY to bar individuals who violate these laws and policies. Such individuals additionally may be barred from access to the installation by the installation commander.

COUNTY EMPLOYEE REQUIREMENTS: All COUNTY and contractor employees shall comply with all installation security, health and safety conditions. Employees who interface with government personnel shall be able to speak and understand English. All employees shall wear identification badges or distinctive clothing which clearly identifies that they are COUNTY employees. At the conclusion of the IGSA or whenever an employee no longer performs IGSA services, the COUNTY will provide the CR all identification or other credentials furnished by the government.

REGULATIONS INCORPORATED INTO THIS IGSA  
FB 40-5 Veterinary Services

CONTRACT REQUIREMENTS PACKAGE ANTITERRORISM/OPERATIONS SECURITY REVIEW COVER SHEET
---------------------------------------------------------------------------------------

Requirements Package Title <u>Fort Bragg Animal Control Intergovernmental Support Agreement</u>			
Date <u>20 November 2015</u>			
Section I.			
<p><u>Purpose of cover sheet:</u> To document the review of the requirements package, statement of work (SOW), quality assurance surveillance plan and any applicable source selection evaluation criteria for antiterrorism (AT) and other related protection matters to include, but not limited to: AT, operations security (OPSEC), information assurance (IA)/cyber security, physical security, law enforcement, intelligence, foreign disclosure.</p> <p><u>Army policy requirement:</u> A signed AT/OPSEC cover sheet is required to be included in all requirements packages except for supply contracts under the simplified acquisition level threshold, field ordering officer actions and Government purchase card purchases. Command policy may require this form for supply contracts under the simplified acquisition level threshold.</p> <p><u>Mandatory review and signatures:</u> The requiring activity antiterrorism officer (ATO) must review each requirements package prior to submission to the supporting contracting activity to include coordination with other staff elements for review as appropriate per section II below. If the requiring activity does not have an ATO, the first ATO in the chain of command will review the contract for considerations. An OPSEC officer and Information Officer review is also mandatory.</p>			
Section II. Standard Contract Language Provision/Contract Clause Text Applicability and/or Additional SOW Language. If standard contract or clause language found on page 2 (Section IV) of this form is sufficient to meet specific contract request requirements, check "yes" in block below and include this language in the SOW. If standard contract text (provisions or clauses) or clause language does not apply, check "no." If the standard SOW language applies, but is not in of itself sufficient, check "yes" and "SOW" and include both the standard language and additional contract specific language in the SOW. If standard contract text or clause language is not desired, but there is related contract specific language in the SOW, check "no" and "SOW." If yes is marked for items 1, 3, 4, 7, 8, 12 or 13, training is required. <u>Mandatory training must be measured as a deliverable and evaluated in the QASP.</u>			
1. AT level 1 training (general)	<u>YES</u>	<u>NO</u>	<u>SOW</u>
2. Access and general protection policy and procedures	<u>YES</u>	<u>NO</u>	<u>SOW</u>
2a. For contractor requiring Common Access Card (CAC)	<u>YES</u>	<u>NO</u>	<u>SOW</u>
2b. For contractor not eligible for CAC, but requires access to DoD facility or installation.	<u>YES</u>	<u>NO</u>	<u>SOW</u>
3. AT awareness training for US based contractor personnel traveling overseas.	<u>YES</u>	<u>NO</u>	<u>SOW</u>
4. iWATCH training	<u>YES</u>	<u>NO</u>	<u>SOW</u>
5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems.	<u>YES</u>	<u>NO</u>	<u>SOW</u>
6. For contracts that require a formal OPSEC program.	<u>YES</u>	<u>NO</u>	<u>SOW</u>
7. Requirement for OPSEC training	<u>YES</u>	<u>NO</u>	<u>SOW</u>
8. Information assurance/information technology training	<u>YES</u>	<u>NO</u>	<u>SOW</u>
9. Information assurance/information technology certification	<u>YES</u>	<u>NO</u>	<u>SOW</u>
10. Contractor Authorized to Accompany the Force clause	<u>YES</u>	<u>NO</u>	<u>SOW</u>
11. Contract requiring performance or delivery in a foreign	<u>YES</u>	<u>NO</u>	<u>SOW</u>

country			
12. Handling/Access to Classified Information	___ YES	___ NO	___ SOW
13. Threat Awareness Reporting Program	___ YES	___ NO	___ SOW
14. Delivery of Food and Water	___ YES	___ NO	___ SOW
Section III. Remarks:			
Antiterrorism Review Signature: I am an ATO (Level II Certified) and have reviewed the requirements package and understand my responsibilities in accordance with Army Regulation 525-13, <i>Antiterrorism</i> .			
Reviewer _____ Typed or printed name, rank/civ grade		Date _____ Phone Number _____	
_____ Signature			
Operations Security Review Signature: I am OPSEC level II certified and have reviewed the requirements package, and it is in compliance with Army Regulation 530-1, <i>Operations Security</i> .			
Reviewer _____ Typed or printed name, rank/civ grade		Date _____ Phone Number _____	
_____ Signature			
Information Assurance Review Signature: I am IAM and IAT level III certified and have reviewed the requirements package and it is in compliance with DOD 8570.01-M and DOD 8580-1 para 4.			
Reviewer _____ Typed or printed name, rank/civ grade		Date _____ Phone Number _____	
_____ Signature			
<u>Section IV. Standard Contract Language/Contract Clause Applicability and/or Additional SOW Language.</u>			
1. AT Level I training. <i>This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.</i> All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and			

subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 05 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <http://jko.jten.mil>

2. Access and general protection/security policy and procedures. *This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area.* Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

2a. For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

2b. For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

3. AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language required US based contractor employees and associated sub-contractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

4. iWATCH Training. *This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.* The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 05 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems. All contractor employees with access to a government information systems must be registered in the ATCTS (Army Training Certification



Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.
6. For contracts that require a formal OPSEC program. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it and why it needs to be protected. The contractor shall implement OPSEC measures as ordered by the commander. In addition, the contractor shall have an identified certified Level II OPSEC coordinator per AR 530-1.
7. For contracts that require OPSEC Training. Per AR 530-1 <i>Operations Security</i> , the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter. AT level I awareness training is available at the following website: <a href="http://cdsetrain.dtic.mil/opsec/index.htm">http://cdsetrain.dtic.mil/opsec/index.htm</a>
8. For Cyber Awareness (Information assurance (IA)/information technology (IT)) training. All contractor employees and associated sub-contractor employees must complete the DoD Cyber awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions. AT level I awareness training is available at the following website: <a href="https://ia.signal.army.mil/DoDIAA/">https://ia.signal.army.mil/DoDIAA/</a>
9. For Cyber (Information assurance (IA)/information technology (IT)) certification. Per DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2, the contractor employees supporting Cyber (IA/IT) functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.
10. For contractors authorized to accompany the force. DFARS Clause 252.225-7040, <i>Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States</i> . The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following AT/OPSEC related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.
11. For Contract Requiring Performance or Delivery in a Foreign Country, DFARS Clause 252.225-7043, <i>Antiterrorism/Force Protection for Defense Contractors Outside the US</i> . The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingency and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.
12. For contracts that require handling or access to classified information. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.
13. Threat Awareness Reporting Program. For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b of AR 381-12.

14. For contracts that require delivery of food and water. This standard language is for contractor employees with an area of performance delivering food and water within an Army-controlled installation, facility or area. The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and / or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. All delivery vehicles will also be subject to inspection at all times and all places by the Contracting Officers Representative, Post Veterinarian, and / or Law enforcement Officials. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, the delivery conveyance is not equipped to maintain prescribed temperatures or the transport results in product "unfit for intended purpose", supplies tendered for acceptance may be rejected without further inspection. As the holder of a contract with the Department of Defense, it is incumbent upon the awardee to insure that all products and/or packaging have not been tampered or contaminated. Delivery conveyances will be locked or sealed at all times, except when actively loading or unloading. Unsecured vehicles will not be left unattended. All incoming truck drivers will provide adequate identification upon request. In the event of an identified threat to an installation, or a heightened force protection/Homeland Security threat Level, the contractor may be required to adjust delivery routes to minimize vulnerability risks and enable direct delivery to DOD facilities.

\*\*\*\*\*

Amy Cannon, County Manager, stated for the past nine to twelve months staff have been working with Fort Bragg and Greg Jackson, the Housing Division Chief with the Directorate of Public Works at Fort Bragg, on an agreement to provide limited Animal Control services at Fort Bragg. Tracy Jackson, Assistant County Manager, stated Fort Bragg outsourced its animal control to a private provider and discussions were held because Fort Bragg needs a provider that can deliver comprehensive control services to address stray, feral, surrendered and bite animals. Mr. Tracy Jackson stated the projected annual call volume is based upon prior estimates from Fort Bragg; a beginning estimate is in the neighborhood of 673. Mr. Tracy Jackson also stated costs are estimated based upon the County's cost per animal or a particular service that will be provided; two types of potential costs are being considered: 1) one that produces an animal, and 2) one that may result in just a service or response by Animal Control officers. Mr. Tracy Jackson stated the term would be one year from execution of the agreement and renewable for one year periods. Mr. Tracy Jackson stated services will be invoiced on a monthly basis and termination will be by written agreement or by either party with 180 days written notice. Mr. Tracy Jackson stated estimates for potential revenue are in the neighborhood of \$221,000 but when considering the need for additional general liability insurance coverage, potential revenues are \$186,000 to \$196,000.

Commissioner Edge asked whether discussions included weekend coverage. Mr. Tracy Jackson stated the contract is for 24/7 coverage to include holidays and weekends. Commissioner Adams asked whether the Fort Bragg area had been defined. Mr. Greg Jackson stated coverage would be the Fort Bragg area within Cumberland County and would be for domesticated animals. Mr. Greg Jackson stated Fort Bragg will handle law enforcement actions through the Provost Marshall's office with animal owners; Cumberland County will be paid to handle efforts to respond, to locate an animal, to capture the animal and to hold the animal according to appropriate procedures. Commissioner Edge inquired regarding rabies requirements. Mr. Greg Jackson stated if an animal involved in a bite or believed to have a disease, it will be brought into

a Fort Bragg veterinarian who will sequester the animal with its owner and keep it under continued observation. Mr. Greg Jackson stated if there is an animal that does not have an owner and needs to be quarantined, that animal will be placed under the care of Cumberland County. Commissioner Keefe asked whether additional County staff would be needed. Ms. Cannon stated no new staff were being considered.

MOTION: Commissioner Keefe moved to approve the Intergovernmental Support Agreement for Animal Control services on Fort Bragg.  
SECOND: Commissioner Edge  
VOTE: UNANIMOUS (3-0)

#### 4. CONSIDERATION OF SOCIAL SERVICES BUDGET REVISION REALLOCATING FUNDING FOR OVERTIME AND EXPANSION OF TIME LIMITED POSITIONS

##### BACKGROUND:

The FY 2015-16 Budget approval decreased Social Services time limited positions from 45 to 35 based on the vacancy rate. The FY 2015-16 Budget revision was approved on October 5, 2015 to convert 13 time limited positions to create 13 new full-time Income Maintenance II positions in the Food and Nutrition Services (FNS) program to assist in Social Services efforts to meet the federal USDA timeliness, accuracy and procedural standards. No additional funding was necessary since retirement and health insurance was previously funded for the time limited positions. This resulted in the reduction of time limited positions from 35 to 22. Also approved was Social Services ability to seek a third party to assist with processing Medicaid cases to address the workload demand and prepare for the Affordable Care Act open enrollment in November 2015.

NC Department of Health and Human Services has informed counties the federal Center for Medicare and Medicaid Services (CMS) is expected to issue a formal notice to North Carolina prohibiting the use of non-merit based third parties to process and determine Medicaid eligibility.

##### RECOMMENDATION/PROPOSED ACTION:

In anticipation of the federal CMS notice and to prevent any Medicaid federal pay back, Social Services will end its vendor agreement as of February 28, 2016. This will allow the current vendor to fully complete all outstanding work. In light of the recent development and continual federal timeliness and accuracy mandates for Medicaid and threat of losing statewide USDA funding for FNS as early as July 2016, Social Services requests the use of unexpended contractual services funding and lapse salary to:

- Increase from 22 time limited positions back to the original 45 through June 30, 2016. This increase would create some workload relief and a hiring pool for vacant full-time positions.
- Social Services will have no other choice but to reinstitute mandatory overtime but with pay verses compensatory time.
- County Information Services has begun the initial steps of the business solution process starting with the FNS program. Social Services would explore creation of a Training Unit to create a pool of highly qualified and skilled income maintenance staff at all times. Any



agreed upon recommendations from the business solution review and cost associated will be outlined in Social Services FY 2016-17 departmental propose budget.

\*\*\*\*\*

Ms. Cannon reviewed the background information recorded above and stated the reason the 13 new full-time Income Maintenance II positions were created was because of USDA guidelines for the FNS program and to assist in Social Services' efforts to meet the federal USDA timeliness, accuracy and procedural standards. Ms. Cannon stated timeliness guidelines require 85% by all counties by the end of December and 95% by June 30. Ms. Cannon explained USDA has indicated that if North Carolina does not meet those timeliness guidelines, then North Carolina is at risk for losing federal revenue. Ms. Cannon stated Cumberland County would be at risk to lose about \$2 million which is used for administrative costs in the FNS program area. Ms. Cannon also stated in a meeting with Deputy Secretary for Human Services Sherry Bradsher, Ms. Bradsher was concerned about Cumberland County's ability to meet those timeliness guidelines and suggested it was time for Cumberland County to develop a new plan that might include additional staffing beyond the 13.

Ms. Cannon stated following the meeting and additional discussions with Social Services Director Brenda Jackson, they developed the proposed actions as recorded above. Ms. Cannon stated proposed actions include not to add any additional full-time staff; the 13 new positions are not completely filled at this time. Ms. Cannon stated she and Ms. Jackson feel that before adding further new positions, those 13 need to be filled. Ms. Cannon stated she and Ms. Jackson are asking to increase the time-limited pool and call it a hiring pool so individuals can be in the pipeline receiving base line training either in Medicaid or the FNS area so if a full-time position becomes vacant, a trained individual can be quickly moved into the full-time position. Ms. Cannon stated for a period of time, mandatory overtime will be reinstituted in the FNS program with pay, rather than compensatory time, in order to increase the timeliness standard. Ms. Cannon also stated the FNS program will be the first area to come under Information Services' business services review. Ms. Cannon stated budget revision B16-178 does not include any additional County funding but moves funds allocated for a Medicaid contract to the FNS area.

Ms. Jackson stated 10 of the 13 new positions have now been filled and all but 1 of the 22 time-limited positions has been filled.

Commissioner Edge asked whether issues at the state level had been remedied. Ms. Jackson stated there are still challenges at the state level. A brief discussion followed.

MOTION: Commissioner Edge moved to consider increased funding and adopt budget revision B16-178.

SECOND: Commissioner Keefe

VOTE: UNANIMOUS (3-0)

## 5. CONSIDERATION OF INTERNAL AUDIT PLAN

### BACKGROUND:

At the June 15, 2015 Board of Commissioner's meeting, an Audit/Finance Committee Charter was adopted. The Charter requires that an audit plan be submitted to the Audit Committee for



approval. The Audit/Finance Committee approved a July – December 2015 audit plan at the September 3, 2015 Finance Committee meeting.

In October 2015 a second internal auditor was hired. A summary of audits/projects completed during the July – December time period and a plan for the January - December 2016 time period are being submitted at this time. In June a plan for the first half of fiscal year 2017 will be submitted.

**RECOMMENDATION/PROPOSED ACTION:**

Staff recommends accepting the summary of completed July – December 2015 audits/projects report and approving the January – June 2016 Internal Audit Plan.

**Cumberland County Internal  
Audit  
Summary of completed audits  
July - December 2015**

Audit/Project	Department	Status
Physical inventories	Central Maintenance Facility (CMF)	Complete
	Solid Waste garage	Complete
	Employee Pharmacy	Complete
	Health Department Pharmacy	Complete
	Health Department supply room	Complete
Inventory accounts	CMF	Complete
	Solid Waste	Complete
Bank accounts	Sheriff - Detention Center	Complete
	Social Services	outstanding
Cash receipts	Sample of depts with petty cash or change funds	outstanding
Cash counts	All depts with petty cash or change funds	Partially Complete
Schedule of Federal & State Expenditures	For FY2014-15 audit	Complete
Sales tax research/analysis	Special project	Complete

**Cumberland County Internal  
Audit  
Audit Plan  
January - June 2016**

Audit/Project	Department
Physical inventories	Central Maintenance Facility (CMF) Solid Waste garage Employee Pharmacy
Balance inventory accounts	CMF Solid Waste Employee Pharmacy
Bank accounts	Social Services
Cash receipts procedures review	Sample of depts with petty cash or change funds
Cash counts	Sample of depts with change funds and/or petty cash funds
Preliminary Schedule of Fed & St Expenditures	For FY2015-16 audit
Fee & procedures review	Animal Control
Purchasing card review	Various depts/Finance
Sales tax distribution expenses	Board of Education
Expenditure of County funds	Sample of Outside Agencies

\*\*\*\*\*

Tammy Gillis, Director of Internal Audit and Wellness Services, introduced Renee Gleaton, Internal Auditor, and reviewed the background information recorded above. Ms. Gillis stated any outstanding or partially completed audit projects from July - December 2015 will roll forward to January - June 2016. In response to a question posed by Commissioner Keefe, Ms. Cardinali stated the Business Enterprise and Intelligence Committee will bring forward a Charter within the next 30 to 45 days and the plan is to have Internal Audit at the table as an integral component of that committee.

MOTION: Commissioner Lancaster moved to accept the summary of completed July – December 2015 audits/projects report and approve the January – June 2016 Internal Audit Plan.

SECOND: Commissioner Edge

VOTE: UNANIMOUS (3-0)

## 6. MONTHLY FINANCIAL REPORT

### BACKGROUND:

The financial report is included as of November 30, 2015. Highlights include:

- Revenues
  - Current real and personal property taxes continue at a pace similar to past years.
  - Motor vehicle tax revenues are similar to last fiscal year.
  - Sales tax collections show slight growth compared to last fiscal year.
- Expenditures
  - General Fund expenditures remain in line with budget and show no unusual patterns.
- Crown center expense summary/prepared food and beverage and motel tax (comparative for FY2015 – FY2016)
  - Expenditures and revenue percentages to date are in line with budget and on trend with last fiscal year.

RECOMMENDATION/PROPOSED ACTION:

No action needed – for information purposes only.

\*\*\*\*\*

Vicki Evans, Finance Director, reviewed the background information recorded above. Ms. Evans stated the financial information is in line with this time last year with the exception of Category 40-Restricted Intergovernmental of the Revenue Summary for the Department of Social Services. Ms. Evans stated the percent of budget recognized reported for FY2016 is 26.89% compared to FY2015 at 33.37%. Ms. Evans stated the variance was due a lag in Social Services collections and those collections have been recorded as December, 2015 revenue.

7. OTHER MATTERS OF BUSINESS

Chairman Faircloth opened the floor for discussion about a request he received from Mayor Robertson to appoint County Commissioners to serve on a sales tax negotiation team. Chairman Faircloth stated at a meeting earlier this week, the Fayetteville City Council put Mayor Robertson and three City Council members on a working group that was tasked with trying to resolve issues regarding the sales tax distribution method; Mayor Rey of Spring Lake was also asked to join the working group. Discussion followed.

Consensus was to not appoint a negotiating team and stand by the Commissioners' earlier decision to set a January 31 deadline for the City of Fayetteville to sign the extension of the current sales tax distribution agreement. Chairman Faircloth stated he would notify the Mayor and also let him know the City could contact County staff with any recommendations they would like considered before the January 31 deadline. Chairman Faircloth stated the Finance Committee chairman could call a special meeting before the January 31 deadline; a retreat of the full Board will be held February 4 in lieu of committee meetings. Ms. Cannon suggested the Board may wish to consider giving its intention in February for the municipalities' budgetary purposes.

There being no further business, the meeting adjourned at 10:26 a.m.

RICKEY L. MOOREFIELD  
County Attorney



ITEM NO. 41 (1)

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 JANUARY 19, 2016, AGENDA**

**TO: CUMBERLAND COUNTY BOARD OF COMMISSIONERS**

**FROM: ROB HASTY, ASSISTANT COUNTY ATTORNEY** *RH*

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

**DATE: JANUARY 12, 2016**

**SUBJECT: INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN  
CUMBERLAND COUNTY AND FORT BRAGG FOR ANIMAL  
CONTROL SERVICES**

**BACKGROUND:** Fort Bragg is seeking to enter into an Intergovernmental Support Agreement (IGSA) with Cumberland County for the provision of Animal Control services on post. Federal law authorizes the Department of Defense to enter into an IGSA on a sole-source basis with a state or local government in order to receive installation support services.

The attached agreement was developed after several meetings between Fort Bragg and County officials to discuss services, costs and procedures.

**RECOMMENDATION/PROPOSED ACTION:** The agreement was approved by unanimous vote of the Finance Committee at its January 7, 2016, meeting. Legal recommends that general liability coverage be obtained for animal control field operations due to the proprietary nature of the agreement services.



INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)

BETWEEN THE

UNITED STATES

AND

CUMBERLAND COUNTY, NC

**FORT BRAGG ANIMAL CONTROL SERVICES**

**ORDER # BRAG-IGSA-16-**

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States and Cumberland County, NC (hereafter COUNTY is used for brevity throughout this model) is entered into pursuant to federal law codified at 10 USC 2679. The statute authorizes the Secretary of the Army to enter into an IGSA on a sole-source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to IGSA Agreements Officers (hereafter Agreements Officer) to execute agreements on behalf of the United States.

The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by the COUNTY, the prices to be paid by the United States, and the appropriate reimbursement and quality control procedures. The parties undertake this Agreement in order to provide services, supplies or construction to the United States, to achieve cost savings for the Department of the Army, and to provide additional revenues to local governments and their work forces.

**RESPONSIBILITIES OF THE PARTIES:**

The COUNTY shall perform the installation support services as stated in this IGSA. The term "installation support services" only includes services, supplies, resources and support typically provided by a local government for its own needs and without regard to whether such services, supplies resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in COUNTY personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances, shall COUNTY employees or contractors be deemed federal employees. If the COUNTY shall provide services through a contract, the contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between the

COUNTY and its employees.) Employees of the United States may not perform services for or on behalf of the COUNTY without the approval of the Agreements Officer.

**SUMMARY OF SERVICES AND PRICE:**

In consideration for the services to be provided by the COUNTY, the United States agrees to pay the COUNTY in accordance with the following amounts:

[1<sup>st</sup> year: Services

Service	Quantity	Unit	Unit Price	Total
Non-productive Dispatch	673	EA	\$96.00	\$64,608
Productive Dispatch	673	EA	\$223.00	\$150,079
Surrendered Animals to Cumberland County Facility	226	EA	\$30.00	\$6,780
10 Day Quarantine (Partial 7 Days)	Owner, if known is responsible for this cost	EA	\$120.00	

\*Note: Totals are based on historical estimates. Actual services performed will be submitted via monthly invoice utilizing unit prices above.

**TERM OF AGREEMENT:**

The term of this Agreement shall be for one year from the execution of the Agreement by the Agreements Officer, and renewable for successive one year periods for 4 additional years. The United States shall only be obligated for only one year of performance under the agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by the Congress. The United States shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the Agreement Officer of an intent to award the option for an additional year of performance. The Agreements Officer shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of the current performance period. The Agreements Officer may condition the renewal upon availability of funds, and may suspend performance of the renewed period at no additional cost to the United States, until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the Agreements Officer without further liability to the United States.

**PAYMENT:** The United States shall pay the COUNTY for services based upon satisfactory completion of services on a monthly basis. Payment shall be based for services provided as set forth in this Agreement. The COUNTY shall not include any State or Local taxes in the prices it charges the United States unless approved by the Agreements Officer in advance. The County shall electronically submit invoices or payment requests to the Government's Coordination Representative (CR) and the Agreements Officer. The Agreements Officer will not authorize payment unless all billed services have

been satisfactorily completed, and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Agreement.

The Government will make payment in accordance with the Prompt Payment Act (31 USC 3903) and implementing regulations. Interest shall be paid for late payments as required by the Act, and shall be paid at the rate established by the Secretary of the Treasury for disputes under the Contract Disputes Act of 1978.

Payment will be made by the CR through the General Fund Enterprise Business System (GFEBS). Rates may only be adjusted upon 90 days written notice to the CR and the Agreements Officer. If the CR or his representative disagree, the parties shall discuss the proposed rates, changes in the services, or other modifications to Agreement. Modifications to prices in the Agreement must be reduced to writing and approved and incorporated into the Agreement by the Agreements Officer.

OPEN COMMUNICATIONS AND QUALITY CONTROL: The Parties shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. The COUNTY shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. After its execution, an initial joint meeting of the Parties will be conducted to discuss the terms of the IGSA. The initial meeting shall also discuss orientation of the COUNTY and its employees to work areas on the installation as well a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the COUNTY.

INSPECTION OF SERVICES: The COUNTY will only tender services and goods in conformance with the IGSA. The Fort Bragg Garrison Commander shall appoint a CR who will be responsible for inspecting all services performed. The COUNTY will be notified of the identity of the CR and his alternate, and of any changes. If services are performed outside the installation, the CR shall be granted access to areas where services are performed. The CR shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work.

If the CR determines that services do not conform to the requirements in Agreement, the CR can require the COUNTY to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the CR can reduce the price to be paid for services to reflect the reduced value of the services to be performed. If the services cannot be corrected by re-performance, the CR can reduce the billed price to reflect the reduced value of the services to be performed. The CR may alternately, in his sole discretion, waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the Agreements Officer.

If the COUNTY is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or government activities on the installation which impede the COUNTY's performance, the County shall promptly notify the CR.

In those rare instances in which the COUNTY fails to re-perform services or abandons performance, the United States may perform or contract for performance of the services and charge those costs to the COUNTY. Except in an emergency, the United States will not exercise this authority without providing prior notice to the POC designated by the COUNTY to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the CR,

the Agreements Officer may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with the COUNTY POC identified in this agreement.

TERMINATION: The IGSA may be terminated by mutual written agreement at any time. Except as otherwise specified in this agreement, either party can unilaterally terminate this IGSA upon 180 days written notice to the POCs designated in this Agreement.

The United States reserves the right to terminate this agreement for its convenience at any time. When notified by the Agreements Officer of the termination, the COUNTY shall immediately stop all work. The government will pay the COUNTY a percentage of the agreed price reflecting the percentage of work performed to the notice. The COUNTY shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

SUSPENSION OF AGREEMENT: The United States reserves the right to suspend performance of the agreement or access to the installation in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States.

APPLICABLE LAW: The IGSA is subject to the law and regulations of the United States. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

CLAIMS AND DISPUTES: The parties shall use their best efforts to resolve any disagreement or disputes they may have regarding this Agreement. To minimize disputes, the parties will meet periodically, preferably on a monthly basis, to discuss performance and any other issues they may have. The CR shall represent the Government in such meetings.

If the parties are unable to resolve an issue, the CR or the COUNTY may submit a claim arising out of the Agreement to the Agreements Officer for a final decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim, and may designate a COUNTY representative to discuss the claim and its resolution. The Agreements Officer shall issue a final decision within 90 days of receipt of each claim. The parties agree to the above procedures in lieu of litigation in any forum.

If the COUNTY is dissatisfied with the Agreements Officer's decision, it may appeal the matter to the installation commander and must specify the basis of its disagreement. The installation commander or his designee shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be reduced to writing and provided to the POCs specified in this agreement. All final determinations that result in the payment of additional funds to the COUNTY must be coordinated with the Agreements Officer.

As part of its appeal, the COUNTY may request alternate disputes resolution (ADR) to resolve disputes; the Government may agree to use of ADR in its sole discretion. If ADR procedures are employed, the installation commander shall consider the findings and recommendations of the third party mediator(s) in making his final determination.

NOTICES, POINTS OF CONTACT (POCs), ANNUAL REVIEWS, AND AMENDMENTS TO THE IGSA: The POCs for issues pertaining to this IGSA are as follows:

For the United States, the CR or his designated representative.



For the COUNTY: The Animal Control Director and Governmental Affairs Officer

Unless otherwise specified, all notices under this Agree shall be provided to the POCs specified above.

The POCs and a management official at least one level above the POCs as well as the IGSA Agreements Officer shall meet annually to discuss the IGSA, and consider any amendments to the Agreement.

Any party can propose amendments at any time. All amendments must be reduced to writing and incorporated by amendment to Agreement by the Agreements Officer in order to be effective.

DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION: The COUNTY shall conduct a visit of the installation with the CR prior to performance to satisfy itself of the general and local conditions existing on the installation to include sites where services will be performed. The COUNTY shall prepare an accident avoidance plan and plan to protect Government property on the installation. The County shall take measures to protect and not damage any property of the United States during performance of services. Should the COUNTY damage such property, the COUNTY may replace the item or restore it to its prior condition at its own cost or reimburse the United States for such costs. If the County does not take measures to replace or restore, the United States reserves the right to deduct replacement or restoration costs from amounts billed by the COUNTY each month. The CR shall provide written notice of the Government's intent to offset costs against billings to allow the parties to resolve the matter amicably. Such resolution can include a schedule for payments to cover the loss or restoration of Government property over the term of the current period of performance.

CONTINUITY OF SERVICES: The County recognizes that the services under this Agreement are vital to the United States and must be continued without interruption, and performed even in event of a dispute between the parties. Should the United States terminate this Agreement for any reason, the County agrees to furnish phase-in training to any successor contractor and exercise its best efforts and cooperation to effect an orderly and efficient transition of services.

WAGES AND LABOR LAW PROVISIONS: These provisions apply to the COUNTY and any contractor performing services under this IGSA on behalf of the COUNTY. The COUNTY shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the COUNTY, and complies with all applicable COUNTY labor laws and standards. In no event, however, shall any employee be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. The COUNTY shall comply with all applicable federal, state and local occupational safety and health requirements and standards. If the COUNTY has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, the COUNTY shall immediately notify the CR and the Agreements Officer. The COUNTY shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT: This provision applies to COUNTY and its contractors. The COUNTY agrees not to discriminate against any employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. The COUNTY shall not permit employees which engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA. The COUNTY shall not engage in age discrimination, and shall comply with the Americans with

Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

TRANSFERABILITY: This Agreement is not transferable except with the written authorization of the Agreements Officer.

ACTIONS OF DESIGNEES: Any act described in the IGSA to be performed by an individual or official can be performed of the designee of such individual or official, with the exception of the Agreements Officer.

Signatures and dates of signatures of the parties:

FOR THE UNITED STATES:

FOR CUMBERLAND COUNTY:

\_\_\_\_\_  
BRETT T. FUNCK  
COLONEL, U.S. ARMY  
GARRISON COMMANDER

\_\_\_\_\_  
MARSHALL FAIRCLOTH  
Chairman, Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ATTACHMENT 1: PERFORMANCE WORK STATEMENT**

**Scope.** Provide animal control services on the Fort Bragg cantonment area to protect the health, safety, and harmonious coexistence of personnel, their family members, and their animals on this installation. Animal control services will ensure that stray animals are controlled on the installation to prevent damage to government property and affect mission accomplishment.

### **1. Basic Services.**

**1.1** The COUNTY shall on “request for services”, proceed to the specified area on the Fort Bragg cantonment area and portion of training areas located within the boundaries of Cumberland County, NC which includes all housing areas except Linden Oaks, which is located in Harnett County. The COUNTY shall impound all domestic animals observed as a stray animal as dispatched for. The COUNTY shall transport live captured domestic animals to the Cumberland County Animal Control Shelter or any other premises operated by another entity with which the COUNTY contracts for such purposes. Personnel who are directly involved in capturing and impounding domestic animals will maintain communications with the Fort Bragg Provost Marshal Office via cellular telephone. The key word is “domestic” as all urban wild life is the responsibility of the DPW Wildlife Branch. The COUNTY will not be responsible for removing and/or disposing of dead animals found on Fort Bragg.

**1.2** The COUNTY shall be dispatched for a request for service on Fort Bragg by the Fort Bragg Directorate of Emergency Services Integrated 911 Center (FB 911) when domestic animal control issues arise. The COUNTY shall be available to receive and respond to “request for service” 24 hours per day, 7 days a week to include weekends and holidays.

### **2. STRAY AND FERAL ANIMALS**

**2.1.** During a request for service, the COUNTY shall impound, in a humane manner, all stray domestic and feral animals and transport them to the COUNTY Animal Control Facility.

**2.2.** The COUNTY shall receive telephonic calls from the FB 911 center to impound domestic animals that have been observed or reported as a stray or feral animal. The COUNTY shall proceed to the specified location according to the call priority standards stated in section 5. of this document. All stray and feral animals captured will be taken to the COUNTY Animal Shelter or any designated facility operated by COUNTY for the purpose of sheltering animals.

2.3. An Animal Control Officer (ACO), upon receiving any animal for impoundment, shall record the description, breed, color, sex, and microchip of the animal and the date and time of impoundment. If the animal is microchipped or if the owner is known, the officer shall enter the name and address of the owner or the microchip number on the impoundment records. If the animal is microchipped and the owner is unknown, the Animal Control Department shall telephone the appropriate microchip company (<http://www.petmicrochiplookup.org/> or see attachment). If the owner is identified, the Animal Control Department will contact the owner. If unsuccessful in attempting to telephone the owner, the ACO will notify the Fort Bragg Veterinary Technician on call (910)988-8002.

2.4. Unless the animal is reclaimed within 72 hours after entering the shelter, Sundays and federal and COUNTY-observed holidays excluded, the animal may be adopted or humanely disposed of by the Department's shelter. Attempts to contact the owner will be recorded on the impoundment record and a copy provided to the Fort Bragg Veterinary office.

2.5. Animals that are reclaimed and reside on Fort Bragg property must meet the requirements of the Fort Bragg Regulation 40-5 before returning to housing. This is done at the owner's expense.

Requirements for dogs: microchip; up to date rabies, distemper, hepatitis, parainfluenza, and parvovirus (DHPP) vaccines; heartworm test annually, on current heartworm preventive; annual fecal exam for intestinal parasites.

Requirements for cats: microchip; up to date rabies, rhinotracheitis, calicivirus, and panleukopenia (FVRCP) vaccines; outdoor cats up to date on feline leukemia (FeLV) vaccine; annual exam for intestinal parasites.

2.6. Any animal which comes into possession of the Department's shelter which is seriously injured, sick or exhibiting symptoms of contagious disease shall be humanely euthanized by the shelter personnel without waiting for the 72 expiration period in which such animal may be placed for adoption. Provided, however, that before such sick, diseased or injured animal is euthanized, the shelter personnel shall contact the animal's owner, if known, to determine the disposition of such animal. If the owner indicates that the animal will be reclaimed, but fails to reclaim the animal within two days of such notification, or if the owner of such animal is not known, the sick or injured animal shall be euthanized by the shelter personnel. The shelter supervisor shall keep a record of such animal, to include breed and sex of the animal, when the animal came into possession of the shelter, the type of injury, disease or sickness of such animal, the date the animal was euthanized, and any other information relevant to the health, condition and description of such animal. Upon observation that a domestic animal, which has been impounded, displays signs of injury, illness, or any other trauma that indicates the domestic animal is in need of immediate medical attention, the COUNTY shall immediately notify the Fort Bragg Animal Health Technician at (910-396-9120).

2.7. If in the course of investigating, apprehending or otherwise taking custody of a potentially dangerous domestic animal, or a domestic animal as to which there is reasonable suspicion to believe is potentially dangerous, such animal is not securely restrained and an ACO or a military law enforcement officer has reasonable cause to believe the animal poses an imminent risk of serious physical injury or death to any person or domestic animal, said officer shall have authority to render such domestic animal



immobile by means of tranquilizers or other safe drugs or, if that is not safely or timely possible under the circumstances, then the officer may humanely dispose of said domestic animal.

2.8. Upon being notified of an area being frequented by stray domestic animals, the COUNTY after exhausting all available capture measures and methods except trapping shall coordinate with DES and DPW to place traps that are specifically designed for the humane capture of domestic animals. DPW pest control shall check all traps at least twice a day to ensure that no trapped animal is subject to extreme weather conditions, lack of food/water, or any adverse conditions that could cause harm or injury to the trapped animal. DPW pest control will be responsible for restocking the trap with fresh food. Wild animals that are captured in traps will be released in the woods by DPW wildlife. Upon capture of a stray domestic animal in a trap, ACO will be notified to collect and transport to COUNTY Animal Shelter.

### **3. QUARANTINE PROCEDURES / ANIMALS INVOLVED IN BITES**

3. Stray animals involved in bites to humans or other animals will be quarantined for 10 days from the initial bite incident. Determination of where the animal will be quarantined rest with the VETCEN. Stray animals whose owner cannot be identified will be taken to County Animal Shelter and become the property of County and are counted as a productive capture.

3.1 Owned animals, in the custody of their owner, involved in a bite or scratch to a human must be presented to the VETCEN by the owner within one business day following the incident to receive an initial quarantine examination. It is the Installation veterinarian's discretion to authorize a 10 day home quarantine or 10 day quarantine at the COUNTY animal control center.

3.2. Owned animals authorized home quarantine will be released to the owner following the initial quarantine examination and confined to their own home and yard. Animals under quarantine should have no contact with outside animals. These pets should not be taken to dog parks, boarding facilities, groomers, or other places where they can contact outside animals. At the end of the ten day quarantine, the animal must be presented to the VETCEN for a follow-up examination and will be released to the owner depending on the results of the examination.

3.3 Owned animals on Fort Bragg property involved in a bite or scratch to a human or another animal that are not granted in-home quarantine will be transported by the owner or COUNTY ACO to COUNTY animal control center to be quarantined. Animals transported by owner must be accompanied by a referral memorandum for record (MFR) from VETCEN. This quarantine will be at the expense of the owner. Animals will receive an initial examination upon entering quarantine. Animals will be confined to an isolated area away from other animals. At the end of the 10 day quarantine, the animal will be examined again and may be released to the owner depending on the results of the examination. All fees associated with the examination, vaccination, and care of quarantined animals will be at the expense of the owner.

### **4. Surrender of Pets by Owners.**

4.1 The COUNTY may accept the surrender of pets by their owners subject to the availability of space in the shelter. Only owners residing in Fort Bragg family housing are eligible to surrender pets under this

IGSA. The COUNTY will verify the owners' residency based on presentation of a signed MFR from VETCEN before accepting any animals. After the three working day holding period, impounded animals surrendered by owners that have not been reclaimed shall be placed for adoption or otherwise disposed of in a humane manner and as required by law. A healthy animal may be retained for an additional period for the purpose of adoption or transferred to an approved local animal adoption or rescue agency at no additional cost to United States.

## **5. CALL PRIORITY**

### **Priority 1 (Purple)**    **Need an ACO to respond to this call NOW**

Person in Danger

Aggressive Animal (currently charging or loose, dangerous dog at large)

Assist Law Enforcement or another ACO

Possible Rabies Exposure (pet fought with raccoon, etc.)

Animal Bites (Including AOA)

Severely Injured or Sick Animal (HBC, bleeding, broken bones, etc.)

Animal on School Property during school hours Extreme or Gross Cruelty/Neglect (close to death, no shelter in freezing temps, being beaten, inside hot car)

### **Priority 2 (Gold)**    **Need an ACO to go ASAP**

Animal Bites (24 hrs or older)

Neglect (suspect animal may be in danger)

Animal on Business Property

Animal on Animal Attack (24 hours or older)

Injured or Sick Animal, not severe

### **Priority 3 (Green)**    **Need ACO to Complete by End of Shift**

Stray Confined Bite Follow Ups

Animal in Trap (personal or CCAC trap) Check Conditions

Animal on Animal Attack(over 48 hours old) Abandonments

Selling or giving away animals on public property Stray Open Yard

### **Priority 4 or 5 (Black)**    **Normal Routine Calls to be Completed no more than 24 hrs after request**

Advise Leash Law, Check tags, tethering, barking Stray Roams

Recheck conditions

Owner Surrenders

Trap Requests

Deliveries/ Fueling/CMF/Transporting Animals

## ATTACHMENT 2: GENERAL PROVISIONS

### COUNTY FURNISHED PROPERTY:

The COUNTY shall furnish all facilities, vehicles, equipment, tools, fuels, materials, dog and cat food and supplies necessary to accomplish all services required by this PWS. The COUNTY shall provide and maintain its own telephones lines necessary to maintain contact with FB911 center.

### Acronyms and Definitions:

**ACO-** Animal Control Officer

**ADOPTION-** The transfer of a stray or surrendered animal by the animal shelter to a new owner.

**COUNTY** – Cumberland County

**CR-** Coordination Representative

**FERAL-** existing in a wild or uncultivated state, especially after being domestic or cultivated

**STRAY ANIMAL-** An uncontrolled dog or cat, which is homeless, ownerless, or is a privately owned dog or cat allowed to roam without restriction.

**VETCEN** – Fort Bragg Veterinarian Center

### INSTALLATION SECURITY AND ACCESS REQUIREMENTS

The COUNTY shall not permit employees who are not citizens or lawful immigrants to perform services under this IGSA. Employees who have been convicted of felonies, sex crimes, drug offenses or violent crimes, shall not perform services under this IGSA without the specific approval of the CR. The COUNTY shall not permit any employee to perform work on this IGSA if such person is identified by the CR as a potential threat to the health, safety, security, general well-being or operational mission of the United States. The CR may deny the continued entry of any employee upon receipt of information that indicates that the individual's continued entry to the installation is not in the best interests of national security. All COUNTY vehicles will be identifiable and include the COUNTY's name.

FEDERAL HOLIDAYS: The COUNTY may be required to perform services on recognized federal holidays. However, that requirement is subject to mission execution requirements. The recognized federal holidays include:

New Year's Day

Labor Day

Martin Luther King Jr.'s Birthday

Columbus Day

Washington's Day

Veterans' Day  
Memorial Day  
Thanksgiving Day  
Independence Day  
Christmas Day

INSURANCE: The COUNTY is self-insured. It is authorized in lieu of general liability insurance or comprehensive vehicular insurance.

LIABILITY: Liability for loss or damage and for injury or death of persons caused by United States personnel will be determined in accordance with applicable Federal law. Liability for loss or damage and for injury or death caused by County personnel will be determined in accordance with North Carolina law.

DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE: The COUNTY shall fully cooperate with the United States in investigations involving accidents or damage to property or persons on property under federal control. The COUNTY shall timely furnish to the CR reports of investigations it completes regarding such incidents.

MEDICAL CARE IN EMERGENCIES:

In the event emergency treatment is required for COUNTY personnel injured in the performance of this IGSA, the Government will make available emergency medical treatment at Womack Army Medical Center. County shall reimburse the Government for the cost of emergency medical treatment provided to its employees upon receipt of an invoice from the medical facility.

DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES: All property under the control of the Department of the Army are drug free areas. Notwithstanding any contrary State or Local law, the County shall notify all individuals performing services on the installation that no controlled substances as specified in the Controlled Substances Act and 21 Code of Federal Regulations shall be sold, distributed, used or consumed on the installation. The CR may direct the COUNTY to bar individuals who violate these laws and policies. Such individuals additionally may be barred from access to the installation by the installation commander.

COUNTY EMPLOYEE REQUIREMENTS: All COUNTY and contractor employees shall comply with all installation security, health and safety conditions. Employees who interface with government personnel shall be able to speak and understand English. All employees shall wear identification badges or distinctive clothing which clearly identifies that they are COUNTY employees. At the conclusion of the IGSA or whenever an employee no longer performs IGSA services, the COUNTY will provide the CR all identification or other credentials furnished by the government.

REGULATIONS INCORPORATED INTO THIS IGSA

FB 40-5 Veterinary Services



<b>CONTRACT REQUIREMENTS PACKAGE ANTITERRORISM/OPERATIONS SECURITY REVIEW COVER SHEET</b>								
Requirements Package Title ____ Fort Bragg Animal Control Intergovernmental Support Agreement								
Date _20 November 2015_____								
<p><b>Section I.</b></p> <p><u>Purpose of cover sheet:</u> To document the review of the requirements package, statement of work (SOW), quality assurance surveillance plan and any applicable source selection evaluation criteria for antiterrorism (AT) and other related protection matters to include, but not limited to: AT, operations security (OPSEC), information assurance (IA)/cyber security, physical security, law enforcement, intelligence, foreign disclosure.</p> <p><u>Army policy requirement:</u> A signed AT/OPSEC cover sheet is required to be included in all requirements packages except for supply contracts under the simplified acquisition level threshold, field ordering officer actions and Government purchase card purchases. Command policy may require this form for supply contracts under the simplified acquisition level threshold.</p> <p><u>Mandatory review and signatures:</u> The requiring activity antiterrorism officer (ATO) must review each requirements package prior to submission to the supporting contracting activity to include coordination with other staff elements for review as appropriate per section II below. If the requiring activity does not have an ATO, the first ATO in the chain of command will review the contract for considerations. An OPSEC officer and Information Officer review is also mandatory.</p>								
<p><b>Section II. Standard Contract Language Provision/Contract Clause Text Applicability and/or Additional SOW Language.</b> If standard contract or clause language found on page 2 (<b>Section IV</b>) of this form is sufficient to meet specific contract request requirements, check "yes" in block below and include this language in the SOW. If standard contract text (provisions or clauses) or clause language does not apply, check "no." If the standard SOW language applies, but is not in of itself sufficient, check "yes" and "SOW" and include both the standard language and additional contract specific language in the SOW. If standard contract text or clause language is not desired, but there is related contract specific language in the SOW, check "no" and "SOW." <b>If yes is marked for items 1, 3, 4, 7, 8, 12 or 13, training is required. Mandatory training must be measured as a deliverable and evaluated in the QASP.</b></p>								
1. AT level 1 training (general)					___ YES	___ NO	___ SOW	
2. Access and general protection policy and procedures					___ YES	___ NO	___ SOW	
2a. For contractor requiring Common Access Card (CAC)					___ YES	___ NO	___ SOW	
2b. For contractor not eligible for CAC, but requires access to DoD facility or installation.					___ YES	___ NO	___ SOW	
3. AT awareness training for US based contractor personnel traveling overseas.					___ YES	___ NO	___ SOW	
4. iWATCH training					___ YES	___ NO	___ SOW	

5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems.	___ YES	___ NO	___ SOW
6. For contracts that require a formal OPSEC program.	___ YES	___ NO	___ SOW
7. Requirement for OPSEC training	___ YES	___ NO	___ SOW
8. Information assurance/information technology training	___ YES	___ NO	___ SOW
9. Information assurance/information technology certification	___ YES	___ NO	___ SOW
10. Contractor Authorized to Accompany the Force clause	___ YES	___ NO	___ SOW
11. Contract requiring performance or delivery in a foreign country	___ YES	___ NO	___ SOW
12. Handling/Access to Classified Information	___ YES	___ NO	___ SOW
13. Threat Awareness Reporting Program	___ YES	___ NO	___ SOW
14. Delivery of Food and Water	___ YES	___ NO	___ SOW
<b>Section III. Remarks:</b>			
<b>Antiterrorism Review Signature:</b> I am an ATO (Level II Certified) and have reviewed the requirements package and understand my responsibilities in accordance with Army Regulation 525-13, <i>Antiterrorism</i> .			
Reviewer _____ _____ Typed or printed name, rank/civ grade _____ Signature		Date _____ Phone Number _____	
<b>Operations Security Review Signature:</b> I am OPSEC level II certified and have reviewed the requirements package, and it is in compliance with Army Regulation 530-1, <i>Operations Security</i> .			
Reviewer _____ _____ Typed or printed name, rank/civ grade _____ Signature		Date _____ Phone Number _____	
<b>Information Assurance Review Signature:</b> I am IAM and IAT level III certified and have reviewed the requirements package and it is in compliance with DOD 8570.01-M and DOD 8580-1 para 4.			

Reviewer _____ _____ Typed or printed name, rank/civ grade _____ Signature	Date _____ Phone Number _____
<b>Section IV. Standard Contract Language/Contract Clause Applicability and/or Additional SOW Language.</b>	
<p><b>1. AT Level I training.</b> <i>This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.</i> All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 05 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <a href="http://jko.jten.mil">http://jko.jten.mil</a></p>	
<p><b>2. Access and general protection/security policy and procedures.</b> <i>This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area.</i> Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.</p>	
<p><b>2a. For contractors requiring Common Access Card (CAC).</b> Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.</p>	
<p><b>2b. For contractors that do not require CAC, but require access to a DoD facility or installation.</b> Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.</p>	



**3. AT Awareness Training for Contractor Personnel Traveling Overseas.** This standard language required US based contractor employees and associated sub-contractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

**4. iWATCH Training.** *This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.* The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 05 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

**5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems.** All contractor employees with access to a government information systems must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.

**6. For contracts that require a formal OPSEC program.** The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it and why it needs to be protected. The contractor shall implement OPSEC measures as ordered by the commander. In addition, the contractor shall have an identified certified Level II OPSEC coordinator per AR 530-1.

**7. For contracts that require OPSEC Training.** Per AR 530-1 *Operations Security*, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter. AT level I awareness training is available at the following website: <http://cdsetrain.dtic.mil/opsec/index.htm>

**8. For Cyber Awareness (Information assurance (IA)/information technology (IT)) training.** All contractor employees and associated sub-contractor employees must complete the DoD Cyber awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions. AT level I awareness training is available at the following website: <https://ia.signal.army.mil/DoDIAA/>

**9. For Cyber (Information assurance (IA)/information technology (IT)) certification.** Per DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2, the contractor employees supporting Cyber (IA/IT) functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

**10. For contractors authorized to accompany the force.** DFARS Clause 252.225-7040, *Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States*. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following AT/OPSEC related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.



**11. For Contract Requiring Performance or Delivery in a Foreign Country,** DFARS Clause 252.225-7043, *Antiterrorism/Force Protection for Defense Contractors Outside the US*. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingency and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

**12. For contracts that require handling or access to classified information.** Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

**13. Threat Awareness Reporting Program.** For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b of AR 381-12.

**14. For contracts that require delivery of food and water.** This standard language is for contractor employees with an area of performance delivering food and water within an Army-controlled installation, facility or area. The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and / or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. All delivery vehicles will also be subject to inspection at all times and all places by the Contracting Officers Representative, Post Veterinarian, and / or Law enforcement Officials. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, the delivery conveyance is not equipped to maintain prescribed temperatures or the transport results in product "unfit for intended purpose", supplies tendered for acceptance may be rejected without further inspection. As the holder of a contract with the Department of Defense, it is incumbent upon the awardee to insure that all products and/or packaging have not been tampered or contaminated. Delivery conveyances will be locked or sealed at all times, except when actively loading or unloading. Unsecured vehicles will not be left unattended. All incoming truck drivers will provide adequate identification upon request. In the event of an identified threat to an installation, or a heightened force protection/Homeland Security threat Level, the contractor may be required to adjust delivery routes to minimize vulnerability risks and enable direct delivery to DOD facilities.

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. 4I (2)

**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 19, 2016**

**TO:** BOARD OF COUNTY COMMISSIONERS

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

**DATE:** JANUARY 12, 2016

**SUBJECT:** DEPARTMENT OF SOCIAL SERVICES - TIME LIMITED POSITIONS

**BACKGROUND**

The Cumberland County Finance Committee met on Thursday, January 7, 2016 to discuss Time Limited Positions in the Department of Social Services. The FY 2015-16 Budget approval decreased the time limited positions from 45 to 35 based on the vacancy rate. A budget revision was approved on October 5, 2015 to convert 13 time limited positions to 13 new full-time Income Maintenance II positions in the Food and Nutrition Services (FNS) program to assist in our efforts to meet the federal USDA timeliness, accuracy and procedural standards. No additional funding was necessary since retirement and health insurance was previously funded for the time limited positions. This resulted in the reduction of time limited positions from 35 to 22. Also approved was the authority to seek a third party to assist with processing Medicaid cases to address the workload demand and prepare for the Affordable Care Act open enrollment in November 2015.

NC Department of Health and Human Services has informed counties the federal Center for Medicare and Medicaid Services (CMS) is expected to issue a formal notice to North Carolina prohibiting the use of non-merit based third parties to process and determine Medicaid eligibility.

Draft Minutes are attached for your review and information.

**RECOMMENDATION:**

In anticipation of the federal CMS notice and to prevent any Medicaid federal pay back, we will end our vendor agreement as of February 28, 2016. This will allow the current vendor to fully complete all outstanding work. In light of the recent development and continual federal timeliness and accuracy mandates for Medicaid and the threat of losing statewide USDA funding for FNS as early as July 2016, we request the use of unexpended contractual services funding and lapsed salary to:

- Increase the limited positions from 22 to the original 45 through June 30, 2016. This increase would create some workload relief and a hiring pool for vacant full-time positions.
- We will have no other choice but to reinstitute mandatory overtime but with pay verses compensatory time.
- County Information Services has begun the initial steps of the business intelligence process starting with the FNS program.

**PROPOSED ACTION:**

Approve the associated budget revision as recommended by the Cumberland County Finance Committee.

Attachment

/ct

CM011216-1

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B16-178</u>
Date Received	<u>12-30-15</u>
Date Completed	

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

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
---------------------	-------------	----------------	---------------------	----------------

Total 0 0 -

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
-------------	-----------	-------------	----------------	---------------------	----------------

1261	240	SALARIES - TEMP DSS	997,360	237,128	1,234,488
1810	240	FICA MATCH	1,957,616	18,140	1,975,756
1830	240	MEDICAL INS	5,146,570	69,093	5,215,663
1860	240	WORKERS COMP	468,869	7,114	475,983

3390	241	CONTRACTED SERVICES	1,836,527	(331,475)	1,505,052
Total			10,406,942	-	10,406,942

**Justification:**

To move budget from contracted services to salaries to fund additional position related to Medicaid and FNS programs

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

Submitted By: <u>[Signature]</u> Department Representative	Date: <u>12/30/15</u>	Approved By: _____  County Manager  Board of County Commissioners  Date: _____
Reviewed By: _____ Budget Analyst	Date: _____	
Reviewed By: <u>[Signature]</u> Finance Director	Date: <u>1/13/16</u>	
Reviewed By: _____ Assistant County Manager	Date: _____	



**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B16-177</u>
Date Received	<u>12-30-15</u>
Date Completed	

Fund No. 430 Agency No. 438 Organ. No. 4385

Organization Name: JCPC Programs

**ITEM NO.** 4J(1)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
438A	FIND A FRIEND	59,813	7,474	67,287
				-
				-
				-
				-
				-
Total		59,813	7,474	67,287

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
438A	403	JCPC FIND A FRIEND	69,470	7,474	76,944
					-
					-
					-
					-
					-
					-
Total			69,470	7,474	76,944

**Justification:**

To adjust budgeted revenue/expenditures to State Contract.

**Funding Source:**

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

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

**Fund Balance:**

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

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

Submitted By: \_\_\_\_\_  
Department Representative

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

Reviewed By: Deborah W. Shaw  
Budget Analyst

Date: 12/30/15

Reviewed By: Wicki Evans  
Finance Director

Date: 1/10/16

Reviewed By: Melissa Dandridge  
Assistant County Manager

Date: 11/11/16

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

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	B16-180
Date Received	1/8/2016
Date Completed	

Fund No. 101 Agency No. 410 Organ. No. 4120

Organization Name: Information Services

**ITEM NO.** 4J(2)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
9901 101-999-9999	Fund Balance Appropriated	0	9,800	9,800
				-
				-
				-
				-
				-
	Total	0	9,800	9,800

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
299A	012	Computer Hardware	219,951	9,800	229,751
					-
					-
					-
					-
					-
					-
		Total	219,951	9,800	229,751

**Justification:**

To purchase additional computers that will be needed in the larger precincts with the implementation of Voter ID.

**Funding Source:**

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

Submitted By: [Signature]  
Department Representative

Date: 1/8/16

Reviewed By: Deborah W. Shaw  
Budget Analyst

Date: 1/8/16

Reviewed By: Wickie Evans  
Finance Director

Date: 1/10/16

Reviewed By: [Signature]  
Assistant County Manager

Date: 1/11/16

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

**COUNTY OF CUMBERLAND  
BUDGET REVISION REQUEST**

Budget Office Use	
Budget Revision No.	<u>B16-181</u>
Date Received	<u>1-8/16</u>
Date Completed	

Fund No. 101 Agency No. 424 Organ. No. 4250  
 Organization Name: ANIMAL CONTROL

ITEM NO. 4J(3)

**REVENUE**

Revenue Source Code	Description	Current Budget	Increase (Decrease)	Revised Budget
4691	ASPCA GRANT FUNDS	0	5,843	5,843
				-
				-
				-
				-
Total		0	5,843	5,843

**EXPENDITURES**

Object Code	Appr Unit	Description	Current Budget	Increase (Decrease)	Revised Budget
3221	116	ASPCA GRANT FUNDS	0	5,843	5,843
					-
					-
					-
					-
					-
					-
Total			0	5,843	5,843

**Justification:**

To recognize ASPCA Grant Funds awarded to purchase Animal Cruelty Investigation Equipment.

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

Submitted By: Sandra B. Morrison Date: 1/5/16  
 For Department Head  
 Reviewed By: Deborah W. Shaw Date: 1/8/16  
 Budget Analyst  
 Reviewed By: Wick Evans Date: 1/10/16  
 Finance Director  
 Reviewed By: Theresa O'Leary Date: 1/11/16  
 Assistant County Manager

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



Patricia Hall,  
Chair  
Town of Hope Mills

Charles Morris,  
Vice-Chair  
Town of Linden

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

Donovan McLaurin,  
Wade, Falcon & Godwin



CUMBERLAND  
★ COUNTY ★  
NORTH CAROLINA

*Planning & Inspections Department*

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

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


Benny Pearce,  
Town of Eastover

ITEM NO. 5

January 7, 2016

MEMORANDUM

To: Board of Commissioners

From: Thomas Lloyd   
Planning Director

Subject: January 19, 2016 Board of Commissioners meeting

We have no rezoning cases to present at the January 19, 2016 Board of Commissioners meeting.





OFFICE OF THE COUNTY ATTORNEY **ITEM NO.** 6

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 JANUARY 19, 2016,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; Co. Manager; Carol Hammett  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** January 13, 2016  
**SUBJECT:** Consideration of Approval of Lease and Contract with Alliance Behavioral Healthcare

**BACKGROUND:**

On November 16, 2015, the Board of Commissioners approved a proposal to continue to lease a portion of the Executive Place office building to Alliance Behavioral Health for a term of three years with two additional two-year extensions at the option of Alliance. Incident to that lease, the Board also approved renovations and improvements to the leased space in an estimated amount of \$1.2 million in accordance with a design plan to be obtained by Alliance and with Alliance being responsible for bidding and managing the construction of the improvements. The County's contribution to the project cost was to be a rent waiver of \$112,924 and use of local Cumberland County funds being carried over by Alliance in the amount of \$378,076.

Since the Board's action on November 16, 2015, Alliance and County staff have negotiated different terms for the renovation and improvements project by which the project will be a county project, bid and managed by the county, and paid for completely by Alliance out of local Cumberland County funds being carried forward by Alliance. The estimated project cost has increased to \$1.3 million. There will be no rent waiver. In closed session on December 21, 2015, the Board also indicated its intent to approve a rental rate of \$12 per square foot for the entire term and any extensions.

The lease is consistent with the prior lease Alliance has had for this same space. Because Alliance has agreed to stay in the leased premises during construction, rent will only be charged for the space Alliance is able to occupy during construction. The parties intend that construction shall occur only on one floor at a time and Alliance will completely vacate a floor while construction is taking place on that floor. For this reason, once construction commences the rent will be reduced by the square footage of the floor on which construction is occurring. Because the Board approved the lease term with the extensions, there is no early termination provision in the lease.

The contract for renovation and improvement of the leased space gives Alliance the right to approve the design plan, to participate with county staff on evaluation of the contractor, and to approve all change orders recommended by the design professional other than those necessary to maintain the structural integrity of the building or any of its components or to comply with the applicable building code.

The draft lease and contract are attached.

**RECOMMENDATION/PROPOSED ACTION:**

County attorney recommends the Board approve the lease and contract.

NORTH CAROLINA

AGREEMENT FOR LEASEHOLD IMPROVEMENTS

CUMBERLAND COUNTY

This Agreement, is made and entered into the \_\_\_\_ day of January, 2016, by and between Alliance Behavioral Healthcare, a Managed Care Organization existing under N.C.G.S. Chapter 122C, having a principal office at 4600 Emperor Boulevard, Suite 200, Durham, North Carolina, hereinafter referred to as "ALLIANCE," and the County of Cumberland, a body politic and corporate of the State of North Carolina, having a principal office at 117 Dick Street, Fayetteville, North Carolina, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, COUNTY is the owner of certain real property located at 711 Executive Place, Fayetteville, North Carolina; and

WHEREAS, ALLIANCE is a tenant of a portion of that building (the "Premises") under a lease with a term commencing January 1, 2016; and

WHEREAS, ALLIANCE desires certain leasehold improvements to the Premises for a more efficient service delivery and to comply with its facility and accreditation guidelines; and

WHEREAS, COUNTY has agreed to make the requested leasehold improvements in accordance with the terms set forth in this Agreement as follows:

1. ALLIANCE has provided COUNTY with a program plan developed by the Raleigh, North Carolina, office of Heery International, Inc., ("Heery"), which provides a general schematic of the leasehold improvements ALLIANCE desires. A copy of the program plan is attached hereto as Exhibit A. To the extent any language in the program plan documents included in Exhibit A is inconsistent with the language in any provision of this Agreement, the language in this Agreement shall control.

2. ALLIANCE has also provided COUNTY with the CAD file for the program plan created by Heery.

3. COUNTY shall use the Heery program plan as set out in Exhibit A and the CAD file to solicit bids for the design work for the leasehold improvements.

4. COUNTY shall be solely responsible for bidding and managing the design and the construction of the leasehold improvements in accordance with the North Carolina General Statutes.

5. COUNTY shall keep ALLIANCE informed of the progress and status of both the design work and the construction

: ALLIANCE shall solely approve the final design; shall evaluate the construction bids with COUNTY staff; and ALLIANCE shall solely have final approval of any change orders recommended by the design professional except any change orders which the design professional certifies as necessary to maintain the structural integrity of the building or any of its components, or are necessary to comply with the applicable building code.

6. ALLIANCE shall select all office furnishings, security features, and fixtures, to be used in the leasehold improvements and COUNTY shall be responsible for purchasing such furnishings and fixtures in accordance with the North Carolina General Statutes.

7. ALLIANCE shall be responsible to pay for all aspects of the design work, construction of the leasehold improvements and any office furnishings to be used in the leasehold improvements, which improvements, furniture and fixtures are estimated to cost approximately \$1,300,000. COUNTY shall submit all approved invoices submitted to it to ALLIANCE for payment. ALLIANCE shall directly pay all approved invoices submitted to it by COUNTY'S Contractors. ALLIANCE shall make all payments under this contract from the Cumberland County local funds being carried forward from any annual funding agreements to which COUNTY and ALLIANCE were or are parties.

8. COUNTY designates County Engineer Jeffrey Brown as the person with whom ALLIANCE should direct all communications with respect to any matter covered by this Agreement.

9. ALLIANCE designates \_\_\_\_\_ as the person with whom COUNTY should direct all communications with respect to any matter covered by this Agreement.

10. During the construction of the leasehold improvements, ALLIANCE shall vacate any portion of the Premises in which the construction is taking place and shall relocate its employees and operations in the portion of the Premises in which construction is not taking place in accordance with the terms of the lease commencing January 1, 2016. COUNTY shall insure that construction does not simultaneously occur on multiple floors of the Premises without the consent of ALLIANCE to the end that ALLIANCE shall at all times during construction have the use of at least one of the floors of the Premises without construction taking place on the floor being occupied.

11. COUNTY shall proceed to select a design professional upon approval of this Agreement by both parties and shall proceed to select a contractor and commence construction as soon as is practicable after the design work is completed.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed in duplicate originals by their duly authorized officers.

Alliance Behavioral Healthcare

By:

\_\_\_\_\_  
Rob Robinson, CEO

County of Cumberland

By:

\_\_\_\_\_  
Marshall Faircloth, Chair  
Cumberland County Board of Commissioners

ATTEST:

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

Approved for legal sufficiency.

\_\_\_\_\_  
R. Moorefield, County Attorney

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

\_\_\_\_\_  
Alliance Behavioral Healthcare, Finance Director

*Drafted by R. Moorefield, 1/13/2016*



STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CUMBERLAND

*Notice of Intent not required*

*Approved by Board of Commissioners on \_\_\_\_\_*

This Lease Agreement, is made and entered into the 1St day of January, 2016, by and between Alliance Behavioral Healthcare, a Managed Care Organization existing under N.C.G.S. Chapter 122C, having a principal office at 4600 Emperor Boulevard, Suite 200, Durham, North Carolina, hereinafter referred to as "LESSEE," and the County of Cumberland, a body politic and corporate of the State of North Carolina, having a principal office at 117 Dick Street, Fayetteville, North Carolina, hereinafter referred to as "LESSOR".

WITNESSETH:

IN CONSIDERATION of the mutual promises and subject to the terms and conditions contained or referred to herein, LESSOR does hereby lease and demise to LESSEE, that certain office space located in the building at 711 Executive Place, Fayetteville, North Carolina, as more fully described as follows (hereinafter referred to as the "Leased Premises"):

1st floor: 8,159 sf; 2nd floor: 8,836 sf; 3rd floor: room 318 (390 sf) and shared server closet (30 sf for half) totaling 420 combined sf; 4th floor: 1,298 sf; 5th floor: 323 sf of unfinished space (@\$4/sf.) for a total of 18,713 sf of finished space and 323 sf of unfinished space

The Leased Premises is only a portion of the total building space available and consists of the portion currently occupied by LESSEE.

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

1. TERM: The Lease shall commence the 1st day of January, 2016, and unless sooner terminated, continue for a term of three years, expiring at midnight on December 31, 2019. At the LESSEE's option, it may extend this lease for two additional terms of two years each under the same terms in this lease.

2. RENT: The rent shall be at an annual rate of \$12.00 per square foot for the finished space and \$4.00 per square foot for the unfinished space occupied by LESSEE during the term of the lease. The parties have agreed that the LESSOR will make certain improvements and renovations to the Leased Premises and further agree that the rent will be abated by the amount of any sf which LESSEE is unable to occupy and use while the construction is being undertaken. The parties further acknowledge that the total sf to be occupied by the Lessee after the renovations are completed may be less than the sf stated in Section 1 above. The annual rent for so long as LESSEE occupies the space described in Section 1 above shall be 18,713 sf @ \$12/sf plus 323 sf of unfinished space at \$4/sf in the total amount of TWO HUNDRED TWENTY FIVE THOUSAND, EIGHT HUNDRED

FORTY EIGHT DOLLARS. Rent shall be payable in payable in equal monthly installments of on or before the 1st day of each month beginning January 1, 2016.

3. DEPOSIT: LESSOR shall not require a security deposit from the LESSEE.

4. CONDITION OF PREMISES: LESSEE is currently occupying the Leased Premises. The parties have agreed that LESSOR shall make certain renovations and improvements to the Leased Premises and shall execute a separate agreement with LESSEE to govern the construction of the renovations and improvements. LESSEE shall return the Leased Premises to LESSOR at the termination or expiration 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 or damage by fire or other casualty.

5. PARKING LOT: The parking lot adjacent to the building shall be included in the Leased Premises for the shared use of LESSEE and its visitors and invitees with any other occupants of the building or the adjacent building and their respective visitors and invitees.

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: The Leased Premises are to be used by LESSEE exclusively for LESSEE'S activities to conduct certain LME/MCO functions in Cumberland County.

8. DESTRUCTION OF PREMISES: In the event that said building including the Leased Premises is damaged by fire, explosion, accident or any act of God, so as to materially affect the use of the building and Leased Premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and Leased 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 Leased Premises are unfit for occupancy and use.

9. CONDEMNATION: If during the term of this lease, the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purpose leased, be condemned by public authority for public use, then 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 LESSEE. LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of LESSEE for injury, damage or destruction of 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 purpose 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 LESSOR be liable to 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, fire suppression, heating, air conditioning, ventilation or elevator systems, or any other structural component of the building, unless such damage arises from an intentional or grossly negligent act or omission of LESSOR, its employees or officers.

11. **LESSOR'S RIGHT TO INSPECT:** LESSOR shall have the right, at reasonable times during the term of this lease, to enter the Leased Premises, for the purposes of examining and inspecting same and of making such repairs or alterations therein as 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 \$1,000,000 per occurrence and naming LESSOR as an additional named insured. LESSEE shall provide current copies of all such policies of insurance to LESSOR'S office of risk management.

13. **LESSOR'S RESPONSIBILITY FOR MAINTENANCE:** LESSOR shall be responsible for the maintenance and good condition of the roof, windows and exterior walls of the building; the parking lot; the landscaping; and the repair or replacement of electrical system, overhead lighting system, including bulbs, plumbing system, fire suppression system, heating, air conditioning and ventilation system components; and elevator systems. LESSOR shall provide all services related to the landscaping and grassed areas, including trimming, mowing, planting, mulching and fertilizing as needed.

14. **LESSEE'S RESPONSIBILITY FOR ALL OTHER MAINTENANCE:** LESSEE shall be responsible for all other maintenance of the Leased Premises not specified as the responsibility of LESSOR above. LESSEE shall be responsible for the regular maintenance in good condition of all interior surfaces including floors, doors, ceilings, walls and windows. LESSEE shall not be responsible for ordinary wear and tear or for major damage or destruction caused by casualty or disaster for which there is insurance coverage.

15. **JANITORIAL SERVICES:** LESSOR shall provide commercially reasonable janitorial service and trash removal from the Leased Premises. During any period when there is any other tenant, occupant or user of the building, LESSEE shall reimburse LESSOR for LESSEE'S pro rata share of the cost of these services. LESSEE'S pro rata share shall be computed as the percentage of the sf leased by LESSEE is of the total sf occupied by any other tenant or occupant of the building. LESSOR shall invoice LESSEE for the reimbursement of the costs of this service not less than quarterly. LESSOR agrees to provide LESSEE with documentation of the scope and costs of janitorial services annually no later than May 1 for budgeting purposes.

16. **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 as 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 reasonable wear and tear caused by such removal. LESSEE shall obtain LESSOR'S written consent before making any alterations or changes to the building or Leased Premises.

17. **TAXES:** LESSOR acknowledges that all business personal property owned by LESSEE is exempt from property taxation. Notwithstanding the foregoing, in the event any property of LESSEE becomes taxable, LESSEE will list and pay all business personal property taxes on its taxable personal property located within the Leased Premises.

18. **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 their respective business addresses.

19. **ADA AND OSHA REQUIREMENTS:** LESSOR shall make such repairs and perform such maintenance as is necessary to keep the premises in compliance with all ADA and OSHA requirements. LESSEE shall keep the premises in good condition and repair and in a good, clean, and safe condition at all times during the term of this Lease Agreement.

20. **SUCCESSORS AND ASSIGNS:** This lease shall bind and inure to the benefit of the successors and assigns of the parties hereto.

21. **UTILITIES:** Electrical power and water and sewer services are metered. LESSEE shall reimburse LESSOR for LESSEE'S pro rata share of the cost of these services. LESSEE'S pro rata share shall be computed as the percentage the sf leased by LESSOR is of the total building sf. LESSOR shall invoice LESSEE for the reimbursement of the costs of these services not less than quarterly. 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. The installation, maintenance and service charges for any other utilities or services such as telephone, cable television, internet, or wireless connectivity shall be the sole responsibility of LESSEE.

22. **RISK 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 the responsibility of the LESSEE, regardless of the cause of such loss.

23. **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.

24. TERMINATION: If 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 thirty (30) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the Leased Premises without prejudice to any other remedies allowed by law. If LESSOR shall fail to perform any of the terms and conditions heretofore set forth and shall continue such default thirty (30) days after written notice of such default, LESSEE, at its discretion, may 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. In the event LESSEE is unable or chooses not to use the Leased Premises for the intended uses, then LESSEE may terminate this Lease upon ninety (90) days prior written notice to LESSOR, and in such event pay rent to LESSOR through the end of the month which LESSEE vacates.

25. OCCUPANCY AND QUIET ENJOYMENT: LESSOR promises that LESSEE shall have quiet and peaceable possession and occupancy of the Leased Premises in accordance with the terms of this Lease, 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

26. MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

27. 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 Lease. 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 Lease 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 Lease other than those specifically set forth herein.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Lease Agreement to be executed in duplicate originals by their duly authorized officers, to be effective for the term as stated above.

[SIGNATURE PAGE FOLLOWS]

LESSEE:  
Alliance Behavioral Healthcare  
By:

\_\_\_\_\_  
Rob Robinson, CEO

LESSOR:  
County of Cumberland  
By:

\_\_\_\_\_  
Marshall Faircloth, Chair  
Cumberland County Board of Commissioners

ATTEST:

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

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

\_\_\_\_\_  
Alliance Behavioral Healthcare, Finance Director



To: W. Tracy Jackson (Assistant County Manager)  
From: Rob Robinson (CEO), Kelly Goodfellow (CFO)  
Date: October 22, 2015  
RE: Renovation of Winding Creek (711 Executive Place)

This memo details Alliance Behavioral Healthcare's proposal to renovate the office space currently occupied at 711 Executive Place under a cost-sharing arrangement with Cumberland County. Alliance has occupied this space since the merger between Cumberland Mental Health and Alliance on July 1, 2013. Alliance staff occupy the first and second floor and share meeting and storage space on the fourth and fifth floors.

Alliance leadership recently completed a walkthrough of the space with Cumberland County management with the goal of understanding the current architecture of the building as well as the scope of redesign necessary to optimize future use of the space. While our occupancy of the property has shared benefit for both Alliance and Cumberland County, including continuity of operations for stakeholders who visit the building, Alliance has significant concerns regarding the current layout with respect to security, usage of space, and design.

As a result of the walkthrough, Alliance has a proposed design that would:

- Result in occupancy of only the first and second floors.
- Allow for secure space for Alliance staff in compliance with URAC and safety standards.
- Allow for open common area on first floor for other tenants.
- Rebrand the space per Alliance guidelines.

Alliance requests that the County contribute 50% of the final cost of renovations not to exceed \$500,000, broken down as follows:

- Alliance is permitted to occupy the space rent-free from January through June, 2016 (cash value \$112,924).
- Cumberland County allows Alliance to utilize the remaining \$387,076 from the County fund balance it currently holds.

Additional costs would be absorbed by Alliance.

We appreciate the County's ongoing partnership in serving its citizens and look forward to the opportunity to speak with the Facilities Committee on November 5 and the Board of County Commissioners on November 16.





# Alliance Space Plan

Presentation to the  
Cumberland County Board of Commissioners  
November 16, 2015



# Winding Creek (Executive Place)

- Alliance in space since merger (July 2013)
- Currently occupying floors 1 and 2 and sharing meeting/storage space on 4 and 5
- Cumberland Mental Health occupied space for more than 10 years prior to merger
  - Location familiar to Cumberland stakeholders

# Challenges

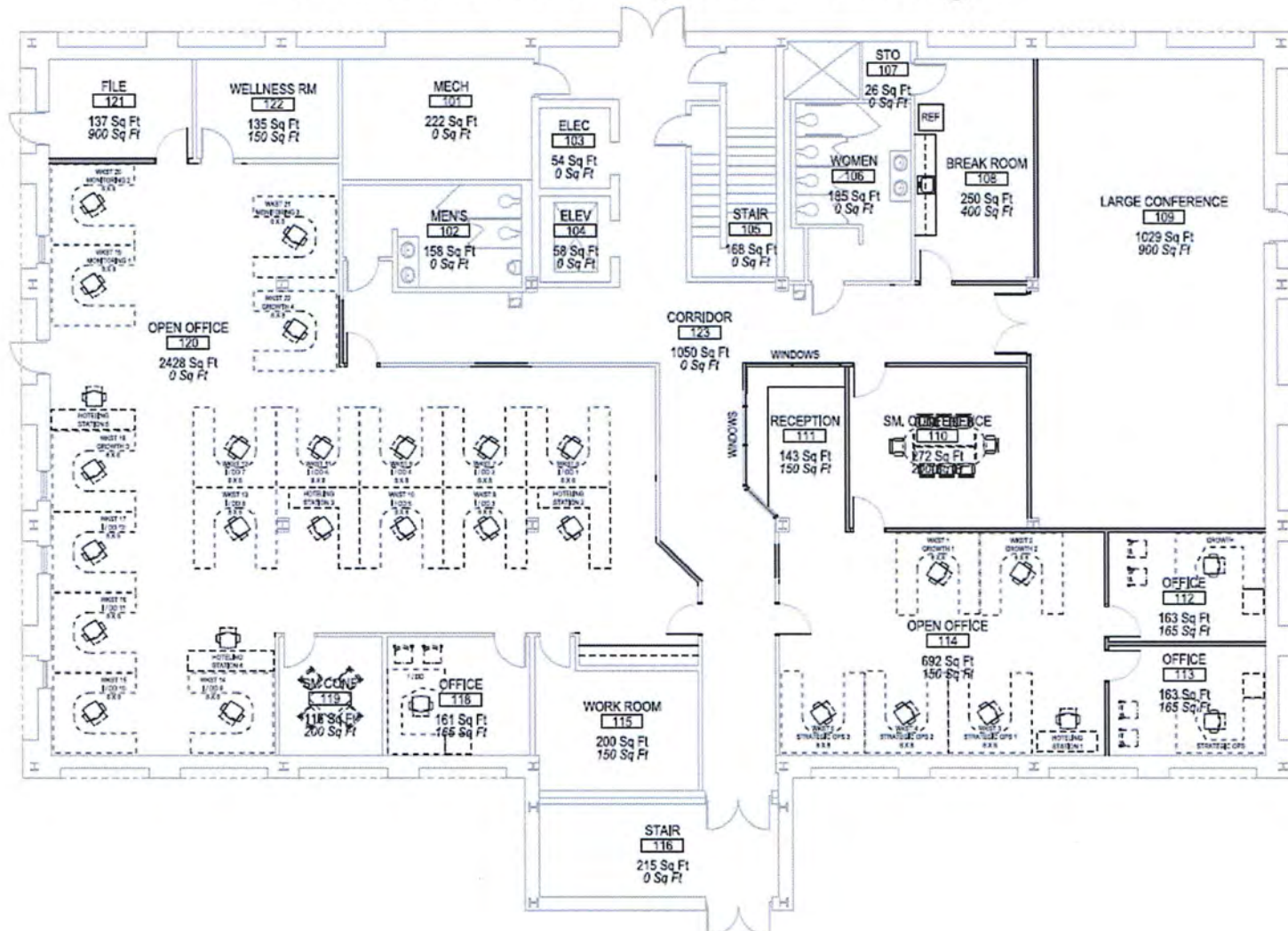
- Space is currently unsecured
  - Places Alliance out-of-compliance with its national accreditation agency
- Current layout results in insufficient space for current and future operations
  - Layout does not comply with Alliance facility and staff equity guidelines
- Provider in Alliance network is a tenant in the building

# Renovation Plans

- Redesign first and second floor
- Secure entrance to Alliance space with open corridors for public
- Ample storage space
- Room for growth
- Alliance look and feel
- Long-term lease

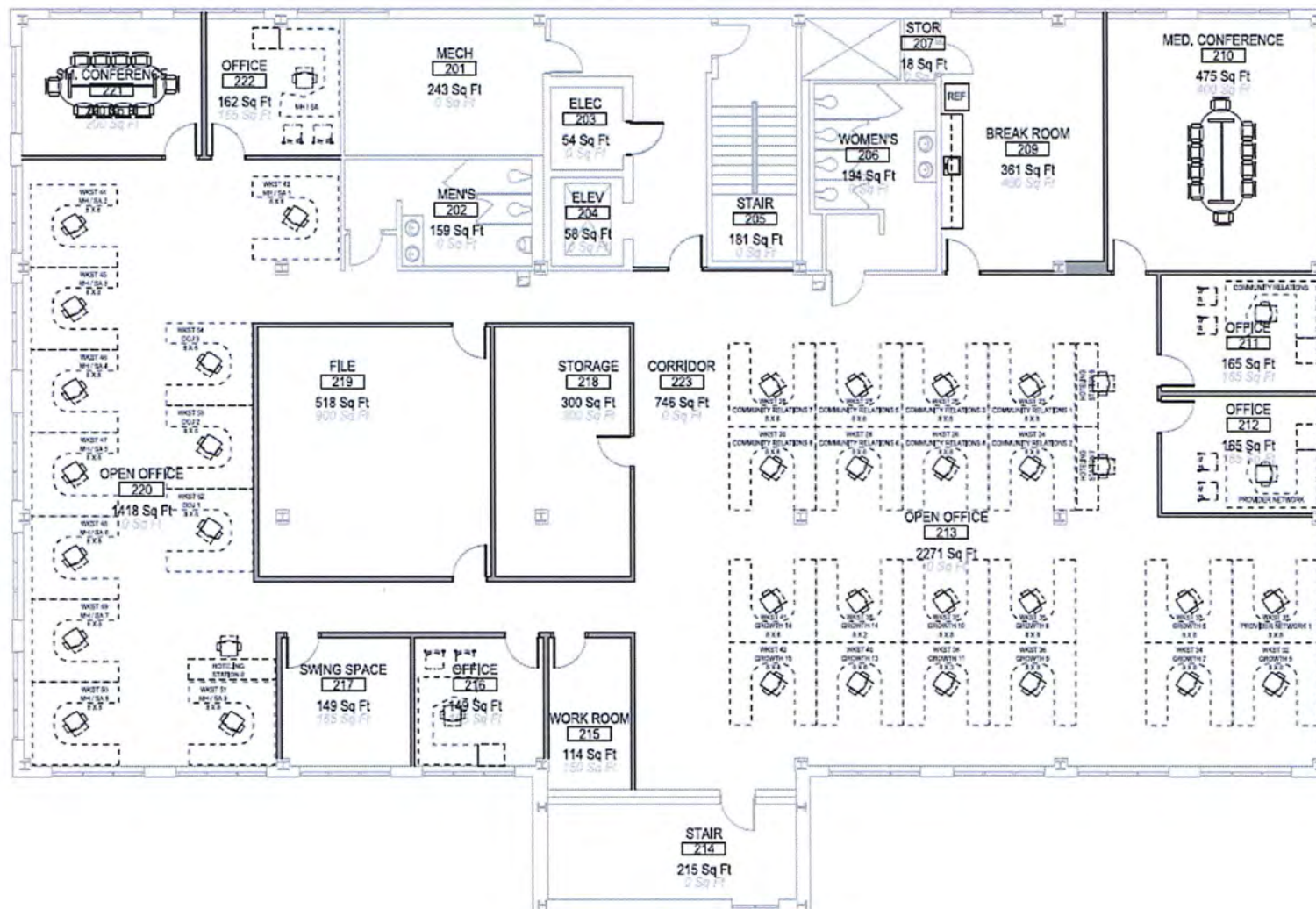


# First Floor Proposed Design





# Second Floor Proposed Design



# Request for Funding

- Projected costs: \$1.2M
  - Demo, build, furniture, design, project management
- Request from County: 50% up to \$500K
  - Carryover funds from prior year – \$383,578
  - Waive rent for six months, January-June – \$116,422
- Remaining project cost to be covered by Alliance

# TOTAL ESTIMATED CONSTRUCTION COST SUMMARY

PROJECT: HII-1502800

**ALLIANCE BEHAVIORAL HEALTHCARE**

**FAYETTEVILLE, NORTH CAROLINA**

TOTAL PROJECT COST

DATE: 8-Oct-15

ANALYST: GAK

PHASE: CM

PRINT DATE: 12-Oct-15

	DESCRIPTION	COST	USF	\$/USF
	FIRST & SECOND FLOOR RENOVATION	\$1,004,265	15,600	\$ 64.38
	TOTAL RENOVATED CONSTRUCTION	\$1,004,265	15,600	\$ 64.38
	ADDITIONAL ITEMS:			
	LED IN LIEU OF FLOURESCENT LIGHT FIXTURES	\$ 46,683		
	SUB-TOTAL ADDITIONAL NEEDS	\$ 46,683		
	PROJECT TOTAL	\$ 1,050,948	15,600	\$ 67.37

Note: The costs above do not include soft costs (professional fees, furnishings & equipment, non-construction or non-design allowances) or Construction Contingency.

HEERY International, Inc.





## CONSTRUCTION COST SUMMARY

PROJECT: HII-1502800

### ALLIANCE BEHAVIORAL HEALTHCARE

#### OFFICE RENOVATION

FAYETTEVILLE, NORTH CAROLINA

RENOVATION - FIRST & SECOND FLOOR

MULTI - STORY BUILDING

DATE: 12-Oct-15

COST ANALYST: GAK

PHASE: CM

TIME: 9:37 AM

GSF: 15,600 SF

CODE	DESCRIPTION	COST MODEL TOTAL COST	PER SF COST	% COST
	<b>BUILDING CONSTRUCTION:</b>			
A	GENERAL CONDITIONS	\$ 112,000	\$ 7.18	15%
B	BUILDING FOOTING & SLAB	\$ -	\$ -	0%
C	STRUCTURAL SYSTEM	\$ -	\$ -	0%
D	ROOFING	\$ -	\$ -	0%
E	EXTERIOR WALL	\$ -	\$ -	0%
F	EXTERIOR DOORS & OPENING	\$ -	\$ -	0%
G	INTERIOR DOORS & OPENING	\$ 38,650	\$ 2.48	5%
H	INTERIOR PARTITIONS	\$ 36,000	\$ 2.31	5%
I	WALL FINISHES	\$ 20,305	\$ 1.30	3%
J	FLOOR FINISHES	\$ 71,915	\$ 4.61	10%
K	CEILINGS & SOFFITS	\$ 65,670	\$ 4.21	9%
L	INTERIOR STAIRS & RAILING	\$ -	\$ -	0%
M	ACCESSORIES & SPECIALTIES	\$ 17,000	\$ 1.09	2%
N	FIXED EQUIPMENT	\$ -	\$ -	0%
O	CASEWORK & MILLWORK	\$ 30,930	\$ 1.98	4%
P	LOOSE EQUIPMENT & FURNISHINGS	\$ -	\$ -	0%
Q	MECHANICAL CONVEYANCES	\$ -	\$ -	0%
R	WATER SUPPLY & TREATMENT	\$ -	\$ -	0%
S	WASTE WATER DISPOSAL	\$ -	\$ -	0%
T	PLUMBING	\$ 19,020	\$ 1.22	3%
U	FIRE PROTECTION	\$ 23,400	\$ 1.50	3%
V	H.V.A.C. SYSTEM	\$ 115,710	\$ 7.42	16%
W	ELECTRICAL SYSTEM	\$ 70,200	\$ 4.50	10%
X	LIGHTING	\$ 74,100	\$ 4.75	10%
Y	SPECIAL SYSTEMS & COMMUNICATION	\$ 43,680	\$ 2.80	6%
	<b>SUB-TOTAL BUILDING</b>	<b>\$ 738,580</b>	<b>\$ 47.34</b>	<b>100%</b>
10.0%	CONTINGENCY - BUILDING	\$ 73,858	\$ 4.73	
4.0%	ESCALATION - BUILDING	\$ 29,543	\$ 1.89	
	<b>TOTAL BUILDING</b>	<b>\$ 841,981</b>	<b>\$ 53.97</b>	
	<b>SITework/DEMOLITION:</b>			
Z1	DEMOLITION / SPECIAL SITE CONDITION	\$ 100,405	\$ 6.44	100%
	<b>SUB-TOTAL SITEWORK / DEMOLITION</b>	<b>\$ 100,405</b>	<b>\$ 6.44</b>	<b>100%</b>
10.0%	CONTINGENCY - SITE	\$ 10,041	\$ 0.64	
4.0%	ESCALATION - SITE	\$ 4,016	\$ 0.26	
	<b>TOTAL SITEWORK / DEMOLITION</b>	<b>\$ 114,462</b>	<b>\$ 7.34</b>	
5.0%	CONSTRUCTION FEE, OVERHEAD & PROFIT	\$ 47,822	\$ 3.07	
	<b>CONSTRUCTION CONTRACT AWARD PRICE</b>	<b>\$ 1,004,265</b>	<b>\$ 64.38</b>	

#### COST MODEL ASSUMPTIONS:

ANTICIPATED CONSTRUCTION DATE: 2ND QUARTER OF 2016

THIS ESTIMATE ASSUMES NORMAL WORKING HOURS





PROJECT NAME

**OFFICE RENOVATION**  
**FAYETTEVILLE, NORTH CAROLINA**  
**RENOVATION - FIRST & SECOND FLOOR**  
 MULTI - STORY BUILDING

DATE:

12-Oct-15

COST ANALYST:

GAK

PHASE:

CM

TIME:

9:13 AM

GSF:

15,600 SF

CODE	DESCRIPTION	QUANTITY	UNIT	COST MODEL ESTIMATE		TOTAL COST
				UNIT COST	COST	
<b>A</b>	<b>GENERAL CONDITIONS:</b>				\$ -	\$ 112,000
	GENERAL CONDITIONS	4	MOS.	\$ 23,000.00	\$ 92,000	\$ 92,000
	GENERAL CONDITIONS - PHASING PREMIUM	4	MOS.	\$ 5,000.00	\$ 20,000	\$ 20,000
					\$ -	\$ -
<b>B</b>	<b>BUILDING FOOTING &amp; SLAB:</b>				\$ -	\$ -
<b>C</b>	<b>STRUCTURAL SYSTEM:</b>				\$ -	\$ -
<b>D</b>	<b>ROOFING:</b>				\$ -	\$ -
<b>E</b>	<b>EXTERIOR WALL:</b>				\$ -	\$ -
<b>F</b>	<b>EXTERIOR DOORS &amp; OPENING:</b>				\$ -	\$ -
<b>G</b>	<b>INTERIOR DOORS &amp; OPENINGS:</b>				\$ -	\$ 38,650
	WOOD DOOR, HOLLOW METAL FRAME & HARDWARE 3 X 7	21	EA	\$ 1,200.00	\$ 25,200	\$ 25,200
	WOOD DOOR, HOLLOW METAL FRAME & HARDWARE 6 X 7	1	EA	\$ 2,600.00	\$ 2,600	\$ 2,600
	INTERIOR STOREFRONT	310.00	SF	\$ 35.00	\$ 10,850	\$ 10,850
					\$ -	\$ -
<b>H</b>	<b>INTERIOR PARTITIONS:</b>				\$ -	\$ 36,000
	PARTITION - GENERAL PARTITION	2,800	SF	\$ 5.50	\$ 15,400	\$ 15,400
	PARTITION - SOUND SENSITIVE PARTITION	2,300	SF	\$ 7.00	\$ 16,100	\$ 16,100
	PARTITION - FURR OUT WALL	1,000	SF	\$ 4.50	\$ 4,500	\$ 4,500
					\$ -	\$ -
<b>I</b>	<b>WALL FINISHES:</b>				\$ -	\$ 20,305
	PAINT WALL - REGULAR	11,200	SF	\$ 0.85	\$ 9,520	\$ 9,520
	PAINT DOORS & FRAMES	21	EA	\$ 105.00	\$ 2,205	\$ 2,205
	INTERIOR CAULKING	15,600	SF	\$ 0.55	\$ 8,580	\$ 8,580
					\$ -	\$ -
<b>J</b>	<b>FLOOR &amp; BASE FINISHES:</b>				\$ -	\$ 71,915
	CARPET TILE	1,491	SY	\$ 38.00	\$ 56,658	\$ 56,658
	RESILIENT FLOORING	2,184	SF	\$ 4.50	\$ 9,828	\$ 9,828
	RUBBER/VINYL BASE	1,872	LF	\$ 2.90	\$ 5,429	\$ 5,429
					\$ -	\$ -
<b>K</b>	<b>CEILINGS &amp; SOFFITS:</b>				\$ -	\$ 65,670
	ACOUSTICAL CEILING TILE - 2 X 2	14,040	SF	\$ 3.50	\$ 49,140	\$ 49,140
	DRYWALL CEILING	1,560	SF	\$ 8.25	\$ 12,870	\$ 12,870
	DRYWALL CEILING - 6" HIGH	180	SF	\$ 8.25	\$ 1,485	\$ 1,485
	PAINT DRYWALL CEILING	1,740	SF	\$ 1.25	\$ 2,175	\$ 2,175
					\$ -	\$ -
<b>L</b>	<b>INTERIOR STAIRS &amp; RAILINGS:</b>				\$ -	\$ -
<b>M</b>	<b>ACCESSORIES &amp; SPECIALTIES:</b>				\$ -	\$ 17,000
	FIRE EXTINGUISHERS & CABINETS	4	EA	\$ 350.00	\$ 1,400	\$ 1,400
	MISCELLANEOUS ACCESSORIES ALLOWANCE	-	SF	\$ 0.50	\$ -	\$ -
	SIGNAGE ALLOWANCE	15,600	SF	\$ 1.00	\$ 15,600	\$ 15,600
	PAPER TOWEL DISPENSER/WASTE RECEPTACLE	-	EA	\$ 325.00	\$ -	\$ -
	LIQUID SOAP DISPENSER	-	EA	\$ 50.00	\$ -	\$ -
					\$ -	\$ -
<b>N</b>	<b>FIXED EQUIPMENT:</b>				\$ -	\$ -
<b>O</b>	<b>CASEWORK &amp; MILLWORK:</b>				\$ -	\$ 30,930
	BASE CABINETS	33	LF	\$250.00	\$ 8,250	\$ 8,250
	WALL CABINETS	33	LF	\$160.00	\$ 5,280	\$ 5,280
	RECEPTION DESK W/ SOLID SURFACE TOP	21	LF	\$750.00	\$ 15,750	\$ 15,750
	COUNTER TOP	33	LF	\$50.00	\$ 1,650	\$ 1,650
					\$ -	\$ -
<b>P</b>	<b>LOOSE EQUIPMENT &amp; FURNISHINGS:</b>				\$ -	\$ -
	MISC. FURNISHINGS ALLOWANCE	-	SF	\$1.50	\$ -	\$ -
<b>Q</b>	<b>MECHANICAL CONVEYANCES:</b>				\$ -	\$ -
					\$ -	\$ -
<b>T</b>	<b>PLUMBING:</b>				\$ -	\$ 19,020
	PLUMBING	15,600	SF	\$0.95	\$ 14,820	\$ 14,820
	PLUMBING - SINK	1	EA	\$1,200.00	\$ 1,200	\$ 1,200
	PLUMBING - SINK ROUGH-IN	1	EA	\$3,000.00	\$ 3,000	\$ 3,000
					\$ -	\$ -
<b>U</b>	<b>FIRE PROTECTION:</b>				\$ -	\$ 23,400
	SPRINKLER SYSTEM - REWORK EXISTING HEADS	15,600	SF	\$1.50	\$ 23,400	\$ 23,400



PROJECT NAME

**OFFICE RENOVATION****FAYETTEVILLE, NORTH CAROLINA****RENOVATION - FIRST & SECOND FLOOR**

MULTI - STORY BUILDING

DATE:

**12-Oct-16**

COST ANALYST:

GAK

PHASE:

CM

TIME:

**9:13 AM**

GSF:

**15,600 SF**

CODE	DESCRIPTION	QUANTITY	UNIT	COST MODEL ESTIMATE		TOTAL COST
				UNIT COST	COST	
					\$ -	\$ -
<b>V</b>	<b>H.V.A.C. SYSTEM:</b>				\$ -	\$ <b>115,710</b>
	HVAC - DUCTWORK W/ INSULATION	7,800	LBS	\$8.00	\$ 62,400	\$ 62,400
	HVAC - GRILLES, REGISTERS & DIFFUSERS	137	EA	\$150.00	\$ 20,550	\$ 20,550
	HVAC - CONTROLS	15,600	SF	\$1.50	\$ 23,400	\$ 23,400
	HVAC - TEST & BALANCE	15,600	SF	\$0.60	\$ 9,360	\$ 9,360
					\$ -	\$ -
<b>W</b>	<b>ELECTRICAL SYSTEM:</b>				\$ -	\$ <b>70,200</b>
	ELECTRICAL POWER & DISTRIBUTION	15,600	SF	\$4.50	\$ 70,200	\$ 70,200
					\$ -	\$ -
<b>X</b>	<b>LIGHTING:</b>				\$ -	\$ <b>74,100</b>
	ELECTRICAL FIXTURES	15,600	SF	\$4.75	\$ 74,100	\$ 74,100
					\$ -	\$ -
<b>Y</b>	<b>SPECIAL SYSTEM COMMUNICATION:</b>				\$ -	\$ <b>43,680</b>
	COMMUNICATION & DATA	15,600	SF	\$2.50	\$ 39,000	\$ 39,000
	FIRE ALARM	15,600	SF	\$0.30	\$ 4,680	\$ 4,680
<b>SUB TOTALS - BUILDING</b>					<b>\$ 738,580</b>	<b>\$ 738,580</b>
<b>Z1</b>	<b>SPECIAL SITE CONDITIONS:</b>				\$ -	\$ <b>100,405</b>
	DEMOLITION - ELECTRICAL SYSTEM DEMOLITION	15,600	SF	\$ 0.25	\$ 3,900	\$ 3,900
	DEMOLITION - LIGHT DEMOLITION	15,600	SF	\$ 0.25	\$ 3,900	\$ 3,900
	DEMOLITION - HVAC DEMOLITION	15,600	SF	\$ 0.25	\$ 3,900	\$ 3,900
	DEMOLISH FLOORING	15,600	SF	\$1.50	\$ 23,400	\$ 23,400
	DEMOLISH CEILING	15,600	SF	\$1.05	\$ 16,380	\$ 16,380
	DEMOLISH INTERIOR PARTITIONS	18,000	SF	\$2.30	\$ 41,400	\$ 41,400
	DEMOLISH INTERIOR PARTITION FOR DOOR/FRAME	5	EA	\$165.00	\$ 825	\$ 825
	DEMOLISH DOOR/FRAME	67	EA	\$100.00	\$ 6,700	\$ 6,700
					\$ -	\$ -
<b>Z2</b>	<b>SITE DEVELOPMENT:</b>				\$ -	\$ -
<b>AA</b>	<b>SITE UTILITIES:</b>				\$ -	\$ -
					\$ -	\$ -
<b>SUB TOTALS - SITE</b>					<b>\$ 100,405</b>	<b>\$ 100,405</b>
<b>SUB TOTALS - PROJECT</b>					<b>\$ 838,985</b>	<b>\$ 838,985</b>



W. MARSHALL FAIRCLOTH  
Chairman

GLENN B. ADAMS  
Vice-Chairman

JEANNETTE M. COUNCIL  
KENNETH S. EDGE  
CHARLES E. EVANS  
JIMMY KEEFE  
LARRY L. LANCASTER



CUMBERLAND  
COUNTY  
NORTH CAROLINA

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

BOARD OF COMMISSIONERS

ITEM NO. 7

January 12, 2016

January 19, 2016 Agenda Item

TO: Board of Commissioners  
FROM: Candice H. White, Clerk to the Board *CHW*  
SUBJECT: Reconstitution of Cumberland County Workforce Development Board

**BACKGROUND:**

Under the provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA), the Cumberland County Workforce Development Board (WDB) **must reconstitute** its membership composition to comply with WIOA Section 107(b).

The **required composition** of NC Workforce Development Boards under WIOA Section 107(b) is:

- Representatives of Business [WIOA Section 107(b)(2)(A)]
- Representative of Workforce/Economic Development/Labor [WIOA Section 107(b)(2)(B)]
- Representatives of Education and Training [WIOA Section 107(b)(2)(C)]

Ellen Morales, NC Division of Vocational Rehabilitation Services, is appointed by the state agency and will continue to serve; term is unlimited. Josephus Thompson, Division of Workforce Services, is appointed by the state agency and will continue to serve; term is unlimited.

**RECOMMENDATIONS/PROPOSED ACTIONS:**

Consider the recommend actions below in order to bring the Cumberland County WDB into compliance with WIOA Section 107(b):

1. **Re-categorize** current WDB members; terms to remain the same:

Members	Current Category	Category WIOA Section 107(b)	Term Expiration Date
David McCune	Private Sector	Representative of Business	10/31/17 - 2 <sup>nd</sup> term
Linda Hoppmann	Private Sector	Representative of Business	11/30/17 - 3 <sup>rd</sup> term
John Jones	Private Sector	Representative of Business	3/31/16 - 1 <sup>st</sup> term
Randall Newcomer	Private Sector	Representative of Business	10/31/17 - 2 <sup>nd</sup> term
Esther Thompson	Private Sector	Representative of Business	11/30/17 - 2 <sup>nd</sup> term
Jenson McFadden	Private Sector	Representative of Business	1/31/18 - 1 <sup>st</sup> term
Rodney Anderson	Private Sector	Representative of Business	4/30/17 - 1 <sup>st</sup> term
Charlene Cross	Public Sector	Representative of Workforce	3/31/16 - 1 <sup>st</sup> term
Cynthia Wilson	Community Based Organization	Representative of Workforce	11/30/17 - 1 <sup>st</sup> term
Pam Gibson	Education	Representative of Education/Training	3/31/16 - 1 <sup>st</sup> term
Cathy Johnson	Economic Development	Representative of Economic Development	8/31/17 - 3 <sup>rd</sup> term
Richard Everett	Private Sector	Representative - Other	10/31/17 - 3 <sup>rd</sup> term
Jody Risacher	Public Sector	Representative - Other	8/31/16 - 1 <sup>st</sup> term

2. **Remove** Brenda Jackson from the WDB Public Sector category as that category is no longer supported by WIOA Section 107(b). Ms. Jackson will continue to be involved with Workforce Development, just not in an appointed position.

3. **Nominate** new members to the WDB in WIOA Section 107(b) categories for 3-year terms:

Members	Category / WIOA Section 107(b)
Lee Caulder	Representative of Business
Tiffany Taylor	Representative of Business
Jesse Brayboy	Representative of Business
Chad Kormanek	Representative of Business
Dina Simcox	Representative of Business
Jonathan Warren	Representative of Business
Charles Royal	Representative of Labor
Carl Mitchell	Representative of Education/Training
Dallas Freeman	Representative - Other
Jonathan Charleston	Representative of Business

The current membership roster and applicant list for the WDB is attached.

cc: Jim Lott, Workforce Development Director  
David McCune, Cumberland County WDB Chair  
Tracy Jackson, Assistant County Manager  
File



★ CUMBERLAND COUNTY ★  
WORKFORCE DEVELOPMENT BOARD

410 Ray Avenue • Fayetteville, North Carolina 28301  
P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 323-3421 • Fax (910) 323-5755

---

January 13, 2016

Cumberland County Board of Commissioners  
P. O. Box 1829  
Fayetteville, NC 28302-1829

Dear County Commissioners:

Under the provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA), the Cumberland County Workforce Development Board (WDB) must reconstitute its membership composition to comply with WIOA Section 107(b).

As Chair of the Cumberland County Workforce Development Board, my recommendations for reconstituting the Workforce Development Board are indicated below. All of the individuals recommended have applied for appointment to the Cumberland County Workforce Development Board.

Change the categories for the following WDB members to reflect the new composition under WIOA Section 107(b) and maintain their current terms:

<i>David McCune (W/M)</i>	<i>Representative of Business</i>
<i>Linda Hoppmann (W/F)</i>	<i>Representative of Business</i>
<i>John Jones (NA/M)</i>	<i>Representative of Business</i>
<i>Randall Newcomer (W/M)</i>	<i>Representative of Business</i>
<i>Esther Thompson (A/F)</i>	<i>Representative of Business</i>
<i>Jenson McFadden (B/M)</i>	<i>Representative of Business</i>
<i>Rodney Anderson (B/M)</i>	<i>Representative of Business</i>
<i>Charlene Cross (B/F)</i>	<i>Representative of Workforce</i>
<i>Cynthia Wilson (B/F)</i>	<i>Representative of Workforce</i>
<i>Pam Gibson (W/F)</i>	<i>Representative of Education/Training</i>
<i>Cathy Johnson (W/F)</i>	<i>Representative of Economic Development</i>
<i>Richard Everett (W/M)</i>	<i>Representative - Other</i>
<i>Jody Risacher (W/F)</i>	<i>Representative - Other</i>

Remove Brenda Jackson from the WDB Public Sector category as that category is no longer supported by WIOA Section 107(b). Ms. Jackson will continue to be involved with Workforce Development, just not in an appointed position.

Celebrating Our Past... Embracing Our Future

---

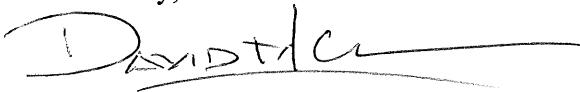
EASTOVER • FALCON • FAYETTEVILLE • GODWIN • HOPE MILLS • LINDEN • SPRING LAKE • STEDMAN • WADE

Equal Opportunity Employer/Program  
Auxiliary aids and services are available upon request to individuals with disabilities

Nominate the following individuals to the WDB in the WIOA Section 107(b) categories for a 3-year term and appoint at your next regular meeting:

<i>Lee Caulder (W/M)</i>	<i>Representative of Business</i>
<i>Tiffany Taylor (W/F)</i>	<i>Representative of Business</i>
<i>Jesse Brayboy (B/M)</i>	<i>Representative of Business</i>
<i>Chad Kormanek (W/M)</i>	<i>Representative of Business</i>
<i>Dina Simcox (W/F)</i>	<i>Representative of Business</i>
<i>Jonathan Warren (H/M)</i>	<i>Representative of Business</i>
<i>Charles Royal (W/M)</i>	<i>Representative of Labor</i>
<i>Carl Mitchell (W/M)</i>	<i>Representative of Education/Training</i>
<i>Dallas Freeman (B/M)</i>	<i>Representative - Other</i>
<i>Jonathan Charleston (B/M)</i>	<i>Representative of Business</i>

Sincerely,

A handwritten signature in dark ink, appearing to read "David McCune", with a long horizontal flourish extending to the right.

David McCune, Chair  
Cumberland County Workforce Development Board  
FTCC Board of Trustees  
Southeastern Employment & Training Association (SETA) Board Member

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

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Private Sector:</u>				
<b>VACANT</b> (Vacated by Esther Acker)	10/14	3 <sup>rd</sup>	Oct/17 10/31/17	No
Richard Everett (W/M) 408 Mirror Lake Drive Fayetteville, NC 28303 484-0432/677-2360 (W)	6/14	3 <sup>rd</sup>	Oct/17 10/31/17	No
Linda Hoppmann (W/F) 5331 Rimrock Ct Fayetteville, NC 28303 826-4939/483-5016 (W)	11/14	3 <sup>rd</sup>	Nov/17 11/30/17	No
John Jones (NA/M) 4104 Bonfield Road Fayetteville, NC 28312 303-0444/222-1506	3/13	1 <sup>st</sup>	Mar/16 3/31/16	Yes
David McCune (W/M) 106 Penmark Pl Fayetteville, NC 28301 476-2976/424-2978 (W)	10/14	2 <sup>nd</sup>	Oct/17 10/31/17	No
Randall Newcomer (W/M) 109 Cypress Lakes Circle Hope Mills, NC 28348 308-5432/424-1776 (W)	10/14	2 <sup>nd</sup>	Oct/17 10/31/17	No
Jensen McFadden (B/M) 1717 Sykes Pond Rd Fayetteville, NC 28304 868-9067/850-8409	1/15	1 <sup>st</sup>	Jan/18 1/31/18	Yes
Esther Thompson (/F) 511 Forest Lakes Rd Fayetteville, NC 28305 323-9687 (H) / 670-5515 (W)	11/14	2 <sup>nd</sup>	Nov/17 11/30/17	No

Cumberland County Workforce Development Board, page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Rodney Anderson (B/M) 4321 Huntsfield Rd Fayetteville, NC 28314 826-0366/922-1214	4/14	1st	Apr/17 4/30/17	Yes
<b>VACANT</b> (Vacated by S. Hicks)	2/12	2nd	Feb/15 2/28/15	No
<u>Economic Development:</u>				
Catherine Johnson (W/F) FCCCC 524 Deerpath Drive Fayetteville, NC 28311 822-4809/484-4242 x247 (W)	1/14	3 <sup>rd</sup>	Aug/17 8/31/17	No
<u>Public Sector:</u>				
Jody Risacher (W/F) 3533 Sweetbay Circle Fayetteville, NC 28311 630-5102/483-7727	8/13	1 <sup>st</sup>	Aug/16 8/31/16	Yes
Charlene Cross (B/F) 1949 Culpepper Lane Fayetteville, NC 28304 630-1450/308-9413	3/13	1st	Mar/16 3/31/16	Yes
Brenda Jackson (B/F) 1225 Ramsey Street Fayetteville, NC 28301 910-677-2035	01/15	1st	Jan/18 1/31/18	Yes
<u>Rehabilitation:</u>				
Ellen Morales ( /F) North Carolina Department of Human Resources Division of Vocational Rehabilitation Services 1200 Fairmont Court Fayetteville, NC 28304	(unlimited term - replaced by state agency)			



Cumberland County Workforce Development Board, page 3

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Community Based Organization</u>				
<b>VACANT</b> (vacated by Sara Hallock)	2/12	2nd	Feb/15 2/28/15	No
 Cynthia Wilson (B/F) 228 Summertime Road Fayetteville, NC 28303 864-9602/485-6131	 11/14	 1st	 Nov/17 11/30/17	 Yes
<u>Employment Service:</u>				
Josephus Thompson Employment Security Commission 414 Ray Avenue Fayetteville, NC 28301 486-1010	(unlimited term - replaced by state agency)			
<u>Labor:</u>				
<b>VACANT</b> (Vacated by J. Smith)	10/11	2nd	Oct/14 10/31/14	No
<u>Education:</u>				
<b>VACANT</b> (Vacated by Brian (T.J.) Haney)	8/13	1st	Aug/16 8/31/16	Yes
 Pamela Gibson (W/F) 7526 Hammersley Road Fayetteville, NC 28306 423-1830/678-2416	 3/13	 1st	 Mar/16 3/31/16	 Yes
<b>VACANT</b> (Vacated by Dr. Curtis Charles)	8/14	1 <sup>st</sup> 10/31/17	Oct/17	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>County Representative:</u> Amy Cannon County Manager P. O. Box 1829 Fayetteville, NC 28302 678-7723	02/11	N/A	N/A	N/A

Contact: Jim Lott (Workforce Development Director) 323-3421 – [jlott@co.cumberland.nc.us](mailto:jlott@co.cumberland.nc.us).  
Peggy Aazam (Administrative Support) 323-3421 x2126 [paazam@co.cumberland.nc.us](mailto:paazam@co.cumberland.nc.us)

Regular Meetings: 2<sup>nd</sup> Wednesday, every other month beginning in February 2016, 11:00 AM,  
meetings take place at various locations

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

The Cumberland County Workforce Development Board reconstituted its membership composition to  
comply with the workforce Innovation and Opportunity Act of 2014 (WIOA) on February 1, 2016.

**APPLICANTS FOR  
WORKFORCE DEVELOPMENT BOARD**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
ADGER, MARQUITA (B/F) 6072 LAKEWAY DRIVE FAYETTEVILLE NC 28306 491-5526/570-9306 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	ELECTRONIC SYSTEMS SECURITY ADMINISTRATOR US ARMY RESERVE COMMAND	MA-COMPUTER RESOURCES
ANDERSON, RODNEY (B/M) 4321 HUNTSFIELD ROAD FAYETTEVILLE, NC 28314 826-0366/922-1214 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED ARMY GREATER FAYETEVILLE CHAMBER	MASTERS- STRATEGIC PLANNING
BENNETT, CRYSTAL (W/F) 2654 RIVERCLIFF RD FAYETTEVILLE NC 28301 429-4930/630-0106 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: LEADERSHIP ANSON 2005	EXECUTIVE DIRECTOR CONNECTIONS OF CC	BA-SOCIOLOGY MASTERS-PUBLIC ADMIN.
BETHEA, ORA L (B/F) 339 NEVILLE STREET FAYETTEVILLE NC 28301 910-483-7436 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	RETIRED CONTRACTING FEDERAL GOV'T	BS-BUSINESS ADMIN.
BOATWRIGHT, SHANNON T. (B/F) 608 MISSENBURG COURT FAYETTEVILLE NC 28314 527-1797/672-2889 Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: Yes Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	EMPLOYMENT MANAGER FSU	BS-BUSINESS ADMIN.

**APPLICANTS FOR  
WORKFORCE DEVELOPMENT BOARD Page 2**

<b>NAME/ADDRESS/PHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
BRAYBOY, JESSE A JR. (B/M) 105 RURITAN DRIVE FAYETTEVILLE NC 28314 527-9717/822-1700 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	OWNER AGAPE UNIT CARE SERVICES	SOME COLLEGE
BROOKS, KEVIN (B/M) 3616 DAUGHTRIDGE DRIVE FAYETTEVILLE NC 28311 488-0408/551-9031 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	BUSINESS OWNER/BARBER TRIMMERZ BARBER SHOP	HS DIPLOMA LICENSED BARBER  <b>*SERVES ON THE JUVENILE CRIME PREVENTION COUNCIL*</b>
BROWN, JOSEPH C. SR (B/M) 150 RIDGEWAY DRIVE FAYETTEVILLE NC 28311 910-488-7254 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: Church	MINISTER A.M.E. ZION CHURCH	GRADUATE OF SHAW UNIVERSITY
BUFORD, RISHAUNDA (B/F) 238 MICAHS WAY SPRING LAKE NC 28390 210-343-9833/910-849-8098 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 AGENT NATIONWIDE INSURANCE	MA-ORGANIZATIONAL MGMT BA-HUMAN RESOURCE MGT
CAMPBELL, AUSTIN (W/M) 5316 SANDSTONE DRIVE FAYETTEVILLE NC 28311 488-6637/849-5768 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: Fayetteville Citizens Academy	ADMINISTRATIVE ASSISTANT BILL MAXWELL REAL ESTATE	NONE LISTED



**APPLICANTS FOR**  
**WORKFORCE DEVELOPMENT BOARD Page 3**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
CAMPBELL, DR. REBECCA (W/F) 7027 DARNELL STREET FAYETTEVILLE NC 28314 910-487-1555 Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: Yes Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: Yes Graduate-other leadership academy: No	RETIRED DIRECTOR DEPT. OF EDUCATION	DOCTORATE
CAULDER, LLOYD LEE III (W/M) 4512 BENT GRASS DRIVE FAYETTEVILLE, NC 28312 910-630-5222 Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: Yes Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: Yes Graduate-other leadership academy: No	HUMAN RESOURCES MANAGER GOODYEAR TIRE COMPANY	MS-INDUSTRIAL TECH
CHARLESTON, R. JONATHAN (B/M) 132 GREAT OAKS DRIVE FAYETTEVILLE, NC 28303 488-3368/485-2500 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	ATTORNEY THE CHARLESTON GROUP	BBA-ACCOUNTING
COLEMAN, ARTHUR (B/M) 2633 PLUM RIDGE RD FAYETTEVILLE NC 28306 644-7599/868-9996 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	PROGRAM MANAGER FDR INC	BACHELOR-LIBERAL ARTS ASSOCIATES - CRIMINAL JUSTICE
CROSS, CHARLENE (B/F) 1949 CULPEPPER LANE FAYETTEVILLE NC 28304 630-1450/308-9413 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	APRENTICESHIP CONSULTANT NC DEPT. OF COMMERCE	BA-SPEECH & THEATRE M. ED ADMIN & SUPERVISION

**APPLICANTS FOR**  
**WORKFORCE DEVELOPMENT BOARD Page 4**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
DUNLAP, ANNETTE MORITT (W/F) 3845 BEAVER DAM CHURCH RD ROSEBORO NC 28382 910-988-5576 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	AGRIBUSINESS DEVELOPER NC DEPT. OF AGRICULTURE	BA MBA
EVERETT, RICHARD (W/M) 408 MIRROR LAKE PLACE FAYETTEVILLE NC 28303 484-0432/850-1094 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	BA-SOCIOLOGY
FORD, STANLEY (B/M) 4013 POLK DRIVE HOPE MILLS, NC 28348 910-425-5639 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	BANKING/MORTGAGES NOT LISTED	BACHELORS
FREEMAN, DALLAS MACK (B/M) 961 KAYWOOD DRIVE FAYETTEVILLE, NC 28311 488-9478/391-4177 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 EDUCATOR	BS-BUSINESS EDUCATION  <b>*SERVES ON THE TOURISM DEVELOPMENT AUTHORITY*</b>
GASTON, JAMES (B/M) 1101 TORREY DRIVE FAYETTEVILLE NC 28301 910-977-9037 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	SELF EMPLOYED	FTCC

**APPLICANTS FOR**  
**WORKFORCE DEVELOPMENT BOARD Page 5**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
GAUSON, SADIE (B/F) 1722 FLINT DRIVE FAYETTEVILLE NC 28304 738-9228/436-7500 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO	RECEPTIONIST	SOME COLLEGE
GIBSON, PAMELA (W/F) 7526 HAMMERSLEY ROAD FAYETTEVILLE NC 28306 423-1830/678-2416 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	CTE COORDINATOR CC SCHOOLS	BS-PSYCHOLOGY MA-SCHOOL COUNSELING
GREENE, AMIR (B/M) 6899 KINGSGATE DRIVE FAYETTEVILLE, NC 28314 263-8953/978-9388 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	CAR DETAILER	SOME COLLEGE
GREGGS, KATHY (-/F) 848 HILTON DRIVE FAYETTEVILLE, NC 28311 910-494-6914 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	SENIOR HUMAN RESOURCE MANAGER	MASTERS-BUSINESS ADMIN BS-HUMAN RESOURCE MGT
HARDY, LAURA (B/F) 6720 WILLOWBROOK DR #1 FAYETTEVILLE NC 28314 224-7255/867-6857 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 AGENT AIG FINANCIAL NETWORK	BACHELOR'S DEG. CURRENT MBA STUDENT

**APPLICANTS FOR**  
**WORKFORCE DEVELOPMENT BOARD Page 6**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
HAYNES, WESLEY (B/M) 1608 ROGERS DRIVE FAYETTEVILLE NC 28303 252-259-3934 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	COMPUTER TECHNICIAN SELF-EMPLOYED	SOME COLLEGE
HIGGS, JUDITH A. (-F) 6402 GREENGATE HILL ROAD FAYETTEVILLE, NC 28303 901-361-6172/396-4612 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	HUMAN RESOURCE SPECIALIST FORT BRAGG	BA-PUBLIC ADMIN.
HINDS, TRACEY (B/F) 6724 WATER TRAIL DRIVE #304 FAYETTEVILLE NC 28311 578-8244/630-7059 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	INSTRUCTOR METHODIST UNIVERSITY	BSW MSW
HOPPMANN, LINDA (-F) 5331 RIMROCK CT FAYETTEVILLE NC 28303 826-4939/483-5016 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	MANAGER U-TECK	BACHELORS-BUSINESS ADMIN MACC PROGRAM
HOUSE, KORI (B/F) 1127 CAPE HARBOR CT #34 FAYETTEVILLE NC 28314 229-7998/429-3501 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	CRIME ANALYST TOWN OF HOPE MILLS	MASTERS-PUBLIC ADMIN. BA-POLITICAL SCIENCE



**APPLICANTS FOR**  
**WORKFORCE DEVELOPMENT BOARD Page 7**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
HUX, MARQUITA BLACKWELL (B/F) 6604 FLEMING STREET FAYETTEVILLE NC 28311 417-365-3432/436-7886 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	SENIOR TAX ADVISOR H&R BLOCK	COLLEGE STUDENT
JAMES, ASHA (B/F) 2545 QUAIL FOREST DRIVE FAYETTEVILLE NC 28306 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	CALL CENTER AGENT SYKES	ASSOCIATES DEGREE
JOHN-WILLIAMS, MARY (B/F) 2921 BAKERS MILL RD FAYETTEVILLE NC 28306 527-5571/323-3377 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: FAYETTEVILLE CITIZENS ACADEMY	EMPLOYMENT & HOUSING DIRECTOR CEED	MBA
JOHNSON, CATHERINE (CATHY) (W/F) 524 DEERPATH DRIVE FAYETTEVILLE NC 28311 822-4809/433-6773 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	DIRECTOR ALLIANCE ECONOMIC DEVELOP.	ASSOCIATES
JONES, JOHN C. (I/M) 4104 BONFIELD ROAD FAYETTEVILLE NC 28312 303-0444/867-7258 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	ASSISTANT MANAGER NAVY FEDERAL CREDIT UNION	BS-BUSINESS ADMIN.

**APPLICANTS FOR**  
**WORKFORCE DEVELOPMENT BOARD Page 8**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
KELLEY, HEIDI J (W/F) 101 PERSON STREET FAYETTEVILLE NC 28301 239-888-0189/222-3382 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 FAY. DOWNTOWN ALLIANCE	MBA - MARKETING BA-ADVERTISING
KELLY, IVA MARIE (B/F) 1844 GOLA DRIVE FAYETTEVILLE, NC 28301 910-488-5302 Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	RETIRED EDUCATOR	BS-EDUCATION MASTERS-EDUCATION MASTERS-LIBRARY SCIENCE
KORMANEK, CHAD (-/M) 4437 BENT GRASS DRIVE FAYETTEVILLE, NC 28312 213-6329/916-3125 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	DIRECTOR OF OPERATIONS NITTA GELATIN USA	BS-CHEMICAL ENGINEERING
LAWSON, BURTON (W/M) 895 MIDDLE ROAD FAYETTEVILLE, NC 28312 723-2142/433-2161 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	CONSTRUCTION SUPERVISOR OPERATION INASMUCH	BS-COMMUNICATIONS
LEE, JAMES SOK HUI (ASIAN/M) 810 CHERRY LAUREL DRIVE APT 303 FAYETTEVILLE NC 28314 583-1371/867-6857 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 AIG FINANCIAL NETWORK	BA GRADUATE STUDY

**APPLICANTS FOR**  
**WORKFORCE DEVELOPMENT BOARD Page 9**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
LONG, JAMES ADAM (W/M) 495 CORONATION DRIVE FAYETTEVILLE NC 28311 910-364-6410 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	CONTRACTOR FT. BRAGG	SOME COLLEGE
MANLEY, DANIEL E. (W/M) 7323 SCENIC VIEW DRIVE FAYETTEVILLE NC 28306 426-0131/394-2465 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	FIREFIGHTER CAPTAIN FORT BRAGG FIRE	AAS BS MLS
MATURO, JAMES L III (W/M) 1848 FABER ST FAYETTEVILLE NC 28304 910-491-8258 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	DISABLED VET	HS SOME COLLEGE
MCCUNE, DAVID (W/M) 106 PENNMARK PLACE FAYETTEVILLE NC 28301 476-2976/491-6105 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	SELF EMPLOYED MCCUNE TECHNOLOGY	SOME COLLEGE
MCFADDEN, JENSON (B/M) 1717 SYKES POND ROAD FAYETTEVILLE NC 28304 868-9067/850-8409 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	LOGISTICS MANAGEMENT CENTER DM TRANSPORTATION	SOME COLLEGE

**APPLICANTS FOR  
WORKFORCE DEVELOPMENT BOARD Page 10**

<b>NAME/ADDRESS/PHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
MCNEIL, SHEBA (B/F) 2968 CUMBERLAND ROAD FAYETTEVILLE, NC 28306 978-1518/568-5005 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	TEACHER CUMBERLAND LEARNING ACADEMY	BA
MCNEILL, TERESA (B/F) 3918 METEOR DRIVE HOPE MILLS NC 28348 429-4482/483-3648 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO	COMPUTER SYSTEMS ANALYST FAY. METROPOLITAN HOUSING	BA-PUBLIC ADMIN. GRADUATE STUDENT
MEHTA, NAYNESH (ASIAN INDIAN/M) 229 FOREST CREEK DRIVE FAYETTEVILLE NC 28303 910-494-2037/689-0799 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	HOTEL MANAGEMENT FIVE POINTS HOSPITALITY INC.	BS-COMPUTER ENGINEERING
MELLOTT, DENNIS PAUL JR (W/M) 1647 DUNN ROAD FAYETTEVILLE NC 28312 689-7983/689-6046 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	DRYWALL FINISHER	HIGH SCHOOL
MELVIN, MELISSA (W/F) 517 LANCASTER RD FAYETTEVILLE NC 28303 864-3191/263-2674 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: MILITARY LEADERSHIP	RETIRED MILITARY	SOME COLLEGE



**APPLICANTS FOR**  
**WORKFORCE DEVELOPMENT BOARD Page 11**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
MINER, JOHN (B/M) 6753 CANDLEWOOD DRIVE FAYETTEVILLE, NC 28314 224-0650(H)/483-6056 (W) Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	FOUNDER OF THE MINER FOUNDATION	NONE LISTED
MITCHELL, CARL (W/M) 2704 COMPTON PLACE FAYETTEVILLE NC 28304 437-9909/678-8373 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	VP FOR HUMAN RESOURCES FTCC	MASTERS BACHELORS
MURRELL, CHARMAINE F (B/F) 313 BRYAN STREET FAYETTEVILLE, NC 28305 286-3533 (H) / 678-8363 (W) Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: Yes Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	ALUMNI RELATIONS & PROGRAM COORDINATOR FTCC	BA-COMMUNICATION MS-INTERNATIONAL RELATIONS
NEWCOMER, RANDALL (W/M) 109 CYPRESS LAKES CIRCLE HOPE MILLS NC 28348 910-308-5432 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	BUSINESS OWNER CAPO CONSTRUCTION INC	BA MBA
OKHOMINA, DON DR. (B/M) 494 DUNLOE CT FAYETTEVILLE, NC 28311 868-1618/ 672-2148 (W) Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	PROFESSOR OF MANAGEMENT FSU	BS-BUSINESS ADMIN MBA & PHD - MANAGEMENT

**APPLICANTS FOR**  
**WORKFORCE DEVELOPMENT BOARD Page 12**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
<b>PIERCE, PHYLLIS (-/F)</b> 1516 THOROUGHbred TRAIL PARKTON NC 28371 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>UNEMPLOYED</b>	<b>HIGH SCHOOL</b>
<b>RISACHER, JODY (W/F)</b> 3533 SWEETBAY CIRCLE FAYETTEVILLE NC 28311 273-0912/483-7727 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	<b>LIBRARY DIRECTOR</b> <b>CUMBERLAND COUNTY</b>	<b>MASTERS- LIBRARY &amp; IS</b>
<b>ROYAL, CHARLES (W/M)</b> 3054 HAYFIELD ROAD WADE, NC 28395 584-8993/822-1906 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>TREASURER OF LOCAL 959 UNION</b> <b>GOODYEAR TIRE COMPANY</b>	<b>HIGH SCHOOL</b>
<b>SCHERLING-MORALES, ELLEN (W/F)</b> 3606 WYATT STREET FAYETTEVILLE NC 28304 429-3001/486-1101 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	<b>VOCATIONAL REHAB MANAGER</b> <b>NC DIV. OF VOCATIONAL REHAB</b>	<b>BA &amp; MA</b>
<b>SESSOMS, JR, DAVID (W/M)</b> 221 ½ HAY STREET FAYETTEVILLE NC 28301 584-3884/354-1901 Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	<b>COLLEGE PRESIDENT</b> <b>MILLER-MOTTE COLLEGE</b>	<b>NONE LISTED</b>

**APPLICANTS FOR**  
**WORKFORCE DEVELOPMENT BOARD Page 13**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
SIMCOX, A DINA (W/F) 421 FOXWOOD DRIVE HOPE MILLS NC 28348 728-3910/868-7668 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	ASST GENERAL MANAGER CROSS CREEK MALL	BA-PSYCHOLOGY/ PUBLIC JUSTICE
SIMMONS, ANGELIQUE 6632 BROOKSTONE LN APT 302 FAYETTEVILLE, NC 28314 202-590-6273/485-2955 (W) Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	LIBRARIAN II CUMBERLAND CO LIBRARY	MASTERS-LIBRARY SCIENCE BS-CRIMINAL JUSTICE
SMITH, II, LESTER J. (B/M) 1836-4 SARDONYX RD FAYETTEVILLE, NC 28303 501-264-4699/396-1808 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	LOGISTICS MANAGEMENT SPECIALIST FT. BRAGG	ASSOCIATES-ARTS BS-ORGANIZATIONAL LEADERSHIP
STANLEY, LASHONDA (B/F) 6211 CARVER PINE LOOP #6303 FAYETTEVILLE NC 28311 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	STAFF DEVELOPMENT CONSULTANT NC DEPT OF HEALTH & HUMAN SERVICES	BA-HUMAN RESOURCES BA-PUBLIC RELATIONS
STROUD-MELVIN, OCIE J (B/M) 3305 SANFORD DRIVE FAYETTEVILLE, NC 28301 299-8489/672-1201 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	ADMINISTRATIVE ASST FSU	BACHELORS-CRIMINAL JUSTICE MASTERS STUDENT

**APPLICANTS FOR  
WORKFORCE DEVELOPMENT BOARD Page 14**

<b>NAME/ADDRESS/PHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
SULLIVAN, LARRY D. (B/M) 616 SPY GLASS DRIVE FAYETTEVILLE NC 28311 868-1227/273-8247 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	AAS-CRIMINAL JUSTICE
TAYLOR, PAUL (-/M) 3283 FLORIDA DRIVE FAYETTEVILLE NC 28301 910-751-0434/751-0435 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: US ARMY NON-COMMISSION OFFICER ACADEMY	OPERATION MANAGER VETERANS SAFEHAVEN	4 YEAR DEGREE
TAYLOR, TIFFANY (W/F) 3005 MARCUS JAMES DRIVE FAYETTEVILLE NC 28306 815-275-4577/354-3774 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	HR & SAFETY MANAGER ELLERY HOMESTYLES	BACHELORS-HR
THOMPSON, ESTHER (-/F) 511 FOREST LAKES ROAD FAYETTEVILLE NC 28305 910-670-5515 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	SELF-EMPLOYED <b>*SERVES ON THE FTCC BOARD OF TRUSTEES*</b>	BA
THOMPSON, JOSEPHUS JR. (B/M) 3919 BROOKGREEN DRIVE FAYETTEVILLE NC 28304 424-1999/486-1010 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	WORKFORCE PROFESSIONAL CC WORKFORCE DEVELOPMENT	BA-SOCIOLOGY



**APPLICANTS FOR  
WORKFORCE DEVELOPMENT BOARD Page 15**

<b>NAME/ADDRESS/PHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
TUCKER, GAY C (B/F) 604 LUFKIN CIRCLE FAYETTEVILLE, NC 28311 644-8265/703-8905 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	ACCOUNTS PAYABLE SPECIALIST TOWN OF SPRING LAKE	SOME COLLEGE
WARREN, JONATHAN (H/M) 5815 RAINSFORD DRIVE FAYETTEVILLE, NC 28311 354-0676/307-3050 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	CEO DARKHORSE NC, LLC	MBA-PROJECT MGMT BS-BUSINESS MGMT AS-EMERGENCY MEDICINE AS-CRIMINAL JUSTICE
WASHINGTON, ANDRE TYRONE (B/M) 274 WATERDOWN DRIVE #10 FAYETTEVILLE NC 28314 867-9301/627-5264 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: CUMBERLAND COUNTY DEMOCRATIC PARTY LEADERSHIP INSTITUTE	STUDENT	BS-POLITICAL SCIENCE
WHITE, ROBERT L. (AA/M) 1956 KENMORE DRIVE FAYETTEVILLE, NC 28304 476-1387 Graduate-County Citizens' Academy: NA Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-other leadership academy: Military Academy	RETIRED MILITARY	UNDERGRADUATE; MA
WILSON, CYNTHIA (B/F) 228 SUMMERTIME ROAD FAYETTEVILLE NC 28303 864-9602/485-6131 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: WOMEN IN POLITICS	SENIOR MANAGEMENT ACTION PATHWAYS	MASTERS BACHELORS

**APPLICANTS FOR**  
**WORKFORCE DEVELOPMENT BOARD Page 16**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
WIRE, DONALD DR ( /M) 540 NOTTINGHAM DR FAYETTEVILLE, NC 28311 779-2312	RETIRED	BA – POLITICAL SCIENCE MA-POLITICAL SCIENCE PHD-EDUCATION
<b>**SERVES ON THE HOME &amp; COMMUNITY CARE COMMITTEE**</b>		
Graduate-County Citizens' Academy: N/A		
Graduate-Institute for Community Leadership: YES		
Graduate-Leadership Fayetteville: NO		
Graduate-United Way's Multi-Cultural Leadership Program: NO		
Graduate-other leadership academy: NO		

W. MARSHALL FAIRCLOTH  
Chairman

GLENN B. ADAMS  
Vice Chairman

JEANNETTE M. COUNCIL  
KENNETH S. EDGE  
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. 8A

January 13, 2016

**January 19, 2016 Agenda Item**

TO: Board of Commissioners

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

SUBJECT: Animal Control Board

BACKGROUND: The Animal Control Board has the following one (1) vacancy:

Knowledge & Experience in Dog Behavior and/or Handling Position:  
**Ashley Haines** – completed first term. Eligible for reappointment. Ms. Haines indicated she is willing to serve another term.

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

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

pc: Dr. John Lauby, Animal Control Director

## **Animal Control Board**

The purpose of the Animal Control Board is to hear appeals pursuant to Section 3-91e of the Cumberland County Code.

**Statutory Authorization:** Section 3-28.1 of the Cumberland County Code

### **Member Specifications:**

7 Members with Specific Categories:

- Person with knowledge and experience in dog behavior and/or handling position (1)
- Person who works in promoting goals of the animal protection society or the humane society or another such broadly-based and representative organization interested in the care and protection of animals position (1)
- Ex-Officio, the veterinarian on contract to the Animal Control Department position (1)
- At-Large positions (2)
- City of Fayetteville resident positions (2)

**Term:** 3 Years

**Compensation:** None

### **Duties:**

- Hear appeals from determinations of the Animal Control Director (or his designee) concerning potentially dangerous, dangerous or vicious dogs;
- Hear any other appeals provided for by ordinance concerning determinations of the Animal Control Department;
- Provide advice and information to the Animal Control Department;
- Upon coordination with the Animal Control Director, make recommendations to the Board of Commissioners for the betterment of the county's animal control program;
- In conjunction with the Animal Control Department and the county's Communications Manager, provide for a program of public education, information and outreach concerning responsible pet ownership, animal cruelty, and the county's animal control program;
- Select officers of the board, including a chairperson, and adopt rules of procedure.

**Meetings:** First Monday of every other month (Feb./Apr./June/Aug./Oct./Dec.) at 6:00 PM. (No meetings held on first or last day of any month.) The average length of a meeting varies.

**Meeting Location:** Animal Control Department 4704 Corporation Drive Fayetteville, NC

ANIMAL CONTROL BOARD  
3 Year Term  
(Terms extended from 2 to 3 years on 8/5/02)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Knowledge &amp; Experience in Dog Behavior and/or Handling Position</u>				
Ashley Haines 7760 Trappers Road Fayetteville, NC 28311 210-243-3476/920-4475	3/15	1st	Aug/15 8/31/15	Yes
(serving unexpired term; eligible for two additional terms)				

Promoting Goals of the Animal Protection Society or the Humane Society or Another Such Broadly-Based and Representative Organization Interested in the Care and Protection of Animals Position

Jill Deems 2031 Blackwash Lane Hope Mills, NC 28348 916-2883/424-4049	8/15	1st	Aug/18 8/31/18	Yes
--------------------------------------------------------------------------------	------	-----	-------------------	-----

Ex-Officio - The Veterinarian on Contract to the Animal Services Department Position

VACANT (Dr. J. Lauby resigned)	6/07	4 <sup>th</sup>	June/10 6/30/10	Yes
--------------------------------	------	-----------------	--------------------	-----

At-Large Positions

Shelly Bryant 5444 Arnette Rd Hope Mills, NC 28348 910-916-1320	3/14	1st	Mar/17 3/31/17	Yes
--------------------------------------------------------------------------	------	-----	-------------------	-----

Cindy Jackson Collins 3526 Rittenour Drive Hope Mills, NC 28348 424-9585/670-0633	3/14	1st	Mar/17 3/31/17	Yes
--------------------------------------------------------------------------------------------	------	-----	-------------------	-----

City of Fayetteville Resident Positions

Melissa Katzenberger 7709 Charring Cross Ln Fayetteville, NC 28314 709-0729/222-2800	10/14	1 <sup>st</sup> full term	Oct/17 10/31/17	Yes
-----------------------------------------------------------------------------------------------	-------	---------------------------	--------------------	-----

George Butterfly 537 Mayview Street Fayetteville, NC 28306 910-391-1945	9/15	1st	Sept/18 9/30/18	Yes
----------------------------------------------------------------------------------	------	-----	--------------------	-----

Board was established by ordinance adopted on January 4, 1999.

Meetings: Bi monthly (Feb./Apr./June/Aug./Oct./Dec.) – 1<sup>st</sup> Monday (*no meetings held on first or last day of any month*) - 6:00 PM - 4704 Corporation Dr. Contact: Linda Morrison/or Dr. John Lauby, Animal Services Director 321-6857



**APPLICANTS FOR  
ANIMAL CONTROL BOARD**

<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
BLACKWELL, GARY (W/M) 3107 BLANTYRE WAY FAYETTEVILLE NC 28306 425-2708/764-3488 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	BUSINESS OWNER B&B AUTO	NONE LISTED
BOYD, CAROL (W/F) 5510 TOURNAMENT LANE HOPE MILLS, NC 28348 910-723-5365 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: Multi-Cultural Initiative in Marine Sciences Program	PETSMART OPERATIONS MANAGER	BACHELORS - BIOLOGY ZOOLOGY
CARLYLE, BOB (-M) 3213 PLAYER AVE FAYETTEVILLE NC 28304 910-221-1845 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	SELF-EMPLOYED PRINTING INDUSTRY CONSULTANT	BS-COMPUTER SCIENCE ENGINEERING
DEES, JULIE DR. (W/F) 5630 WALKING TRAIL WAY HOPE MILLS NC 28348 476-9418/484-9031 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	PRINCIPAL CC SCHOOLS	MASTERS-EDUCATION MASTERS-ADMIN. DOCTORATE
GALBREATH, NATHAN (W/M) 230 NANDINA COURT FAYETTEVILLE, NC 28311 815-990-8393/570-9250 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: Moore County Leadership Institute	DA CIVILIAN US ARMY	BS-FINANCE BS-HUMAN RESOURCES

**APPLICANTS FOR**  
**ANIMAL CONTROL BOARD Page 2**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
GASTON, JAMES (B/M) 1101 TORREY DRIVE FAYETTEVILLE NC 28301 910-977-9037 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	SELF EMPLOYED	FTCC
HALL, MARY (W/F) 703 GLENWOOD DRIVE FAYETTEVILLE NC 28305 257-2045 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	COSMETOLOGIST NABI HAIR SALON	BA-RECREATIONAL THERAPY
HINRICHS, RALPH (W/M) 3202 GRANVILLE DRIVE FAYETTEVILLE NC 28303 867-7754/987-7559 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	RETIRED	BS MA
HOLLAND, DEREBA BATISTA (H/F) 449 TRADEWINDS DR APT H FAYETTEVILLE NC 28314 540-641-9052 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	NONE LISTED	HS SOME COLLEGE
HOWARD, PAULA BROWN (B/F) 3500 BENNETT DRIVE FAYETTEVILLE NC 28301 910-483-0153 Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: JUNIOR LEAGUE OF FAYETTEVILLE	TEACHER CUMBERLAND CO SCHOOLS M.ED	BS-PSYCHOLOGY

**APPLICANTS FOR**  
**ANIMAL CONTROL BOARD Page 3**

<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
HUTCHINS, RONNIE (B/M) 5690 MURPHY ROAD STEDMAN, NC 28391 922-8467/322-5346 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: WARRANT OFFICER ADVANCE COURSE	HOMICIDE DETECTIVE FAYETTEVILLE POLICE	ASSOCIATE-AVIATION STUDIES LAW ENFORCEMENT TRAINING
JENNINGS, WILLIAM (BILL) (W/M) 705 BROUGHAM RD FAYETTEVILLE, NC 28311 910-964-8844 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: Military Senior Non Commissioned Officers School (Air Force)	UNEMPLOYED	BS-PROFESSIONAL AERONAUTICS EMBRY RIDDLE AS-FLIGHT ENGINEERING
KATER, ROBERT (W/M) 714 BLAWELL STREET STEDMAN, NC 28391 910-484-3434 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	HIGH SCHOOL
KELLEY, HEIDI J (W/F) 101 PERSON STREET FAYETTEVILLE NC 28301 239-888-0189/222-3382 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 FAY. DOWNTOWN ALLIANCE	MBA - MARKETING BA-ADVERTISING
LANE, PEGGY 2652 NOXON ST FAYETTEVILLE NC 28306 910-423-7127 Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED	HIGH SCHOOL

**APPLICANTS FOR**  
**ANIMAL CONTROL BOARD Page 4**

<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
LANTHORN, JOHNNY (W/M) 6841 MAIN STREET WADE, NC 28395 624-5728/223-4817	POWER PLANT SUPERVISOR PWC	SOME COLLEGE
*SERVES ON THE AIR QUALITY STAKEHOLDERS COMMITTEE*		
Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO		
LATSON, KIMBERLY (B/F) 123 SYCAMORE CT FAYETTEVILLE NC 28301 476-5650/495-6842		
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		
LONG, ADAM (W/M) 495 CORONATION DRIVE FAYETTEVILLE NC 28311 910-364-6410	PROJECT MANAGER T2 CONTRACTING/FT BRAGG	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		
MANLEY, DANIEL E. (W/M) 7323 SCENIC VIEW DRIVE FAYETTEVILLE NC 28306 426-0131/394-2465	FIREFIGHTER CAPTAIN FORT BRAGG FIRE	AAS BS MLS
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		
MAPLE, LAURIE (W/F) 510 IDLEWILD DRIVE APT 107 FAYETTEVILLE, NC 28311 843-412-1870	NONE	BA-MANAGEMENT
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		

**APPLICANTS FOR**  
**ANIMAL CONTROL BOARD Page 5**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
MATURO, JAMES L III (W/M) 1848 FABER ST FAYETTEVILLE NC 28304 910-491-8258 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	DISABLED VET	HS SOME COLLEGE
MAUGHAN, GLENN (-/M) 1765 AVA ROAD STEDMAN NC 28391 910-531-3975 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED	BS-EDUCATION
MCMILLAN, FRED C. (W/M) 4608 NIX ROAD FAYETTEVILLE, NC 28314 339-0076/261-0015 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: CENTERS FOR CREATIVE LEADERSHIP	DIRECTOR OF ENGINEERING GENERAL BUILDERS	SOME COLLEGE
MYERS, SUSAN E. (W/F) 5135 FOXFIRE RD FAYETTEVILLE NC 28303 910-779-2932 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: US ARMY	UNEMPLOYED	BUSINESS ADMIN.
PUGH, VIRGINIA (W/F) 2522 ELMHURST DR FAYETTEVILLE NC 28304 323-0934/678-2300 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 EDUCATOR PART TIME CC SCHOOLS	BACHELORS



**APPLICANTS FOR**  
**ANIMAL CONTROL BOARD Page 6**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
<b>RAY, HOSEA M (W/M)</b> 703 KOOLER CIRCLE FAYETTEVILLE NC 28305 484-2251/494-2825 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: Military Academy	<b>RETIRED MILITARY</b>	<b>GRADUATE DEGREE MA MANAGEMENT</b>
<b>REMSON, APRIL ANN (-/F)</b> 4958 PINWOOD DRIVE HOPE MILLS NC 28348 910-988-6541 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>STUDENT</b>	<b>CURRENT STUDENT</b>
<b>RODRIGUEZ, JOSE A. (H/M)</b> 265 KENWOOD DRIVE FAYETTEVILLE NC 28311 213-3570/483-3101 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: VARIOUS MILITARY LEADERSHIP ACADEMIES	<b>SOCIAL STUDIES TEACHER DOUGLAS BYRD MIDDLE SCHOOL RETIRED ARMY</b>	<b>BS-SOCIAL SCIENCES MA-BUSINESS</b>
<b>ROWELL, MICHAEL (W/M)</b> 5618 WALKING TRAIL WAY HOPE MILLS NC 28348 425-6625/987-4560 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	<b>EMERGENCY MGMT OFFICER NC DEPT OF PUBLIC SAFETY</b>	<b>BS-FIRE SCIENCE AAS-ELECTRONIC SYSTEMS TECH. AAS-AVIATION OPERATIONS</b>
<b>SAULNIER, STEVEN (W/M)</b> 117 GRANDE OAKS DRIVE FAYETTEVILLE, NC 28314 910-639-0602/907-1186 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>ASST PROJECT MANAGER CHIMES D.C.</b>	<b>BS-BUSINESS ADMIN.</b>

**APPLICANTS FOR**  
**ANIMAL CONTROL BOARD Page 7**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
SHACKETT, PATRICIA LYNN (W/F) 5014 INVERNESS DR FAYETTEVILLE NC 28304 644-1596/354-6938 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	HOME HEALTH AIDE	NONE LISTED
SHOTWELL, KAREN (W/F) 425 FOXWOOD DRIVE HOPE MILLS NC 28348 922-0231/223-4104 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	LEAD ACCOUNTING TECHNICIAN PWC	BS-BUSINESS MGMT AAS-ACCOUNTING AAS-BUSINESS ADMIN.
SIMMONS, MICHAEL (B/M) 2720 CREEKDEW COURT FAYETTEVILLE NC 28306 443-866-0020/570-5426 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 MILITARY/PROJECT MANAGER FORSCOM, FT BRAGG	SOME COLLEGE
SMITH, JOHN (B/M) 1200 MORGAN STREET FAYETTEVILLE, NC 28305 910-261-3424 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	TRANSPORTATION – USPS	MA COUNSELING
STEINMAN, CHARLES (W/M) 2836 BRENDA CIRCLE SPRING LAKE, NC 28390 910-694-6489 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	DISABLED SERVED AS ANIMAL CONTROL SUPERVISOR	SOME ANIMAL CONTROL COURSES

**APPLICANTS FOR**  
**ANIMAL CONTROL BOARD Page 8**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
<b>WISEK, MELISSA (W/F)</b> <b>527 FOXLAIR DRIVE</b> <b>FAYETTEVILLE NC 28311</b> <b>482-3344/964-7603</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	<b>RETIRED</b> <b>FEDERAL CIVILIAN EMPLOYEE</b>	<b>HIGH SCHOOL</b>
<b>VITALE, CATHERINE (W/F)</b> <b>2730 THURSBY CROSS</b> <b>FAYETTEVILLE NC 28306</b> <b>772-359-6914</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: CAMPBELL LEADERSHIP INDEX ACADEMY	<b>HEALTHCARE CONSULTANT</b> <b>SELF-EMPLOYED</b>	<b>BACHELORS-PSYCHOLOGY &amp; SOCIOLOGY</b> <b>MASTERS-BUSINESS</b> <b>HEALTHCARE ADMIN.</b>
<b>ZOLMAN, ZACHARY SCOTT (-/M)</b> <b>718 SARAZEN DRIVE</b> <b>FAYETTEVILLE, NC 28303</b> <b>419-566-7167</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	<b>STUDENT/COMPUTER LAB</b> <b>COORDINATOR</b> <b>FT. BRAGG</b>	<b>CURRENT STUDENT</b>

W. MARSHALL FAIRCLOTH  
Chairman

GLENN B. ADAMS  
Vice Chairman

JEANNETTE M. COUNCIL  
KENNETH S. EDGE  
CHARLES E. EVANS  
JIMMY KEEFE  
LARRY L. LANCASTER



CUMBERLAND  
★ COUNTY ★  
NORTH CAROLINA

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

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

83

January 13, 2106

January 19, 2016 Agenda Item

TO: Board of Commissioners

FROM: Kellie Beam, Deputy Clerk to the Board KB

SUBJECT: Civic Center Commission

The Civic Center Commission has the following one (1) vacancy:

Nat Robertson – Resigned. Recommendation of the Civic Center Commission is for the appointment of **Sheba McNeill** to fill the unexpired term. (See attached.)

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

**PROPOSED ACTION: Nominate individual to fill the one (1) vacancy 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 JANUARY 18, 2016**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CHAIRMAN MCBRYDE GRANNIS**  
**CUMBERLAND COUNTY CIVIC CENTER COMMISSION**

**DATE: JANUARY 8, 2016**

**SUBJECT: NOMINATION AND APPOINTMENT RECOMMENDATION**

.....

**BACKGROUND:**

To fill a vacancy on the Civic Center Commission, as a result of the resignation of Nat Robertson, effective immediately, the Commission respectfully request that Mrs. Sheba McNeill be nominated and appointed to complete the term of this vacancy which expires on January 1, 2017. Mrs. McNeill was one of the two recommendations submitted to the County Commissioners to fill the vacancy that was addressed at the County Commission's December meeting.

**RECOMMENDATION/PROPOSED ACTION:**

Approve nomination and appointment as 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	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
Mark Lynch (W/M) 311 Valley Road Fayetteville, NC 28305 494-0233 / 483-1212	01/16	2nd	Jan/19 1/1/19	No
Judy Dawkins (W/F) 2004 Morganton Rd Fayetteville, NC 28305 323-4974 / 237-6785	01/16	2nd	Jan/19 1/1/19	No
Elizabeth Varnedoe (W/F) 1411 Raeford Rd Fayetteville, NC 28305 484-8959 (H) / 624-2378 (W)	01/16	2nd	Jan/19 1/1/19	No
William Tew, Jr. 6233 Loop Road Linden, NC 28356 980-0740/988-2236 (W)	01/14	2nd	Jan/17 1/1/17	No
<b>VACANT</b> (Vacated by N. Robertson)	01/14	2nd	Jan/17 1/1/17	No
Robert C. Williams (B/M) 2713 Rosehill Rd Fayetteville, NC 28301 910-488-7587	1/16	2nd	Jan/19 1/1/19	No
McBryde Grannis 232 Pinecrest Drive Fayetteville, NC 28305 850-8865/850-1692 (W)	1/14	2nd	Jan/17 1/1/17	No
Dineen Morton (B/F) 5835 Pettigrew Drive Fayetteville, NC 28314 494-5761/495-6977	01/16	1st	Jan/19 1/1/19	Yes

***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>
<u>Name/Address</u>					
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 & Commissioner Jimmy Keefe

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

**Civic Center Commission, Page 2**

<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		



**Civic Center Commission, Page 3**

<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
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
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
SHORTER, FLOYD (B/M) 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	DIRECTOR/INSTRUCTOR FSU	BS-BUSINESS ADMIN. MASTERS-BUSINESS ADMIN

**Civic Center Commission, Page 5**

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
TEDDER, SHARON MOZINGO (W/F) 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	MEDICAL TECHNOLOGIST CAPE FEAR VALLEY	BS-MEDICAL TECH.
WHITE, LILLIE (B/F) 6496 TARRYTOWN DR FAYETTEVILLE NC 28314 910-867-3178 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED	BS-BUSINESS ADMIN.
WORTHY, CURTIS (B/M) 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	RETIRED ACCOUNTANT	BS-BUSINESS/ACCOUNTANT

W. MARSHALL FAIRCLOTH  
Chairman

GLENN B. ADAMS  
Vice Chairman

JEANNETTE M. COUNCIL  
KENNETH S. EDGE  
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. 8C

January 13, 2016

**January 19, 2016 Agenda Item**

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

BACKGROUND: The Joint Appearance Commission has one (1) vacancy:

Matthew McLean – completed first term. Not interested in serving a second term. The Joint Appearance Commission recommends **Latara Ray** to fill this vacancy. (See attached)

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

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

Attachments

pc: David Nash, Planner II  
City of Fayetteville

### **Joint Appearance Commission**

The Joint Appearance Commission makes recommendations to governing bodies on appearance issues and promotes the enhancement of the appearance of the community.

**Statutory Authorization:** NCGS 160A-451

**Member Specifications:**

15 Members

- Appointed by the Board of Commissioners (4)
- Appointed by the Fayetteville City Council (4)
- And one each from the remaining municipalities in Cumberland County

**Term:** 2 Years

**Compensation:** None

**Duties:**

**Meetings:** First Monday of the month at 5:15 PM

**Meeting Location:** City Hall 1st Floor, Cape Fear Room 433 Hay Street Fayetteville, NC

## Kellie Beam

---

**From:** Johnny Lanthorn [johnny.lanthorn@faypwc.com]  
**Sent:** Tuesday, January 12, 2016 5:07 PM  
**To:** Kellie Beam  
**Cc:** David Nash  
**Subject:** Nomination

Kelly,

We have polled the members of the JAC about the nomination for the replacement of Mr. McLean. On behalf of the Board we would like to nominate Ms. Latara Ray.

Thanks,

Johnny Lanthorn  
JAC Chairman

The information contained in this communication (including any attachment) is privileged and confidential information that is intended for the sole use of the addressee. Access to this communication by anyone else is unauthorized. If the reader is not the intended recipient, or an employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any distribution or copying of this communication is strictly prohibited and may be unlawful. If you have received this transmission in error, please reply and notify us of this error and delete this message. Finally, the recipient should check this communication and any attachments for the presence of viruses. The Public Works Commission of the City of Fayetteville, NC, accepts no liability for any damage caused by any virus transmitted by this communication.



JOINT APPEARANCE COMMISSION  
2-Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible for Reappointment</u>
Shelia Wilson 1839 Brawley Avenue Fayetteville, NC 28314 764-0638/551-4708	8/14	2nd	Aug/16 8/31/16	No
Mitchell, Christopher 7357 Beaver Run Drive Fayetteville, NC 28314 229-7871 (H)/860-3333(W)	8/14	3rd	Aug/16 8/31/16	No
George Quigley 616 Blawell Circle Stedman, NC 28391 485-2980/286-5508	8/15	2nd	Aug/17 8/31/17	No
<b>VACANT (Vacated by M. McLean)</b>	<b>8/13</b>	<b>1<sup>st</sup> full term</b>	<b>Aug/15 8/31/15</b>	<b>Yes</b>

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

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

**APPLICANTS FOR  
JOINT APPEARANCE COMMISSION**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>BACKGROUND</u></b>	<b><u>EDUCATIONAL</u></b>
BALDWIN, ALICE (B/F) 3218 MASTERS DRIVE HOPE MILLS, NC 28348 910-423-7012/317-1216 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED		HS AA BA-POLITICAL SCIENCE MASTERS-LIBRARY SCIENCE
BRISCOE, KEVIN ( /M) 7312 SCENIC VIEW DRIVE FAYETTEVILLE NC 28306 286-0608 / 433-6769 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	CHAMBER EMPLOYEE FAYETTEVILLE REGIONAL CHAMBER		HS SOME COLLEGE
BRYANT, STEPHEN (W/M) 539 NOTTINGHAM DR FAYETTEVILLE, NC 28311 757-515-8787 Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	US NAVY RESERVES		HS NAVAL SCHOOLS
DAVIDSON, SERENA (W/F) 1417 VALMEAD COURT FAYETTEVILLE, NC 28312 813-713-5313/910-570-9227 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	MANAGEMENT ANALYST US ARMY RESERVE		BS-FINANCE MBA STUDENT
FLEMING, JOE, DR REV. ( /M) 7235 RYAN ST FAYETTEVILLE, NC 28314 910-339-2608 Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED SELF-EMPLOYED		SOME COLLEGE
RAY, LATARA (B/F) 5823 NESSEE ST FAYETTEVILLE NC 28314 910-587-7795 Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: Yes Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	REGISTRAR'S OFFICE FSU		MA-BUSINESS BA-SOCIOLOGY

**\*SERVES ON THE ADULT CARE HOME COMMUNITY COMMITTEE\***

**APPLICANTS FOR**  
**JOINT APPEARANCE COMMISSION /Page 2**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
SAULNIER, STEVEN MICHAEL (W/M) 117 GRANDE OAKS DRIVE UNIT 6 FAYETTEVILLE NC 28314 910-639-0602 / 907-1186 Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	ASSISTANT PROJECT MANAGER BS – BUSINESS CHIMES D.C.	ADMIN
THOMPSON, JOHN (B/M) 8533 CLIFFDALE RD FAYETTEVILLE NC 28314 864-1043 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	SELF EMPLOYED RETIRED MILITARY	BA-SOCIOLOGY
WALKER, DENNIS TYRREL (B/M) 4677 NORTHGALES CIR FAYETTEVILLE NC 28314 574-1943/672-1808 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	AUDIO/VISUAL FSU	SOME COLLEGE
WATTS, MELISSA (W/F) 3503 MANORBRIDGE COURT FAYETTEVILLE, NC 28306 520-678-7250/570-9133 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	ANALYST US ARMY	BS-OCCUPATIONAL EDUC MASTERS-PUBLIC ADMIN.
WOODALL, AL II (B/M) 732 GALLOWAY DRIVE FAYETTEVILLE, NC 28303 910-864-4064 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED US ARMY	AVIATION MANAGEMENT DEGREE

W. MARSHALL FAIRCLOTH  
Chairman

GLENN B. ADAMS  
Vice Chairman

JEANNETTE M. COUNCIL  
KENNETH S. EDGE  
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. 9

**MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA**  
**JANUARY 19, 2016**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD** KB

**DATE: JANUARY 13, 2016**

**SUBJECT: CUMBERLAND COUNTY BOARD/COMMITTEE APPOINTMENTS**

**BACKGROUND**

At this time, there are no appointments scheduled for your January 19, 2016 meeting. Any nominations made during this meeting will be carried forward to the February 1, 2016 agenda for your consideration of appointment.

**RECOMMENDATION/PROPOSED ACTION**

For information only.