

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUNE 20, 2011 – 6:45 PM
117 DICK STREET, 1ST FLOOR, ROOM 118
REGULAR/REZONING MEETING

PRESENT: Chairman Kenneth Edge
Commissioner Jeannette Council
Commissioner Charles Evans
Commissioner Marshall Faircloth
Commissioner Jimmy Keefe
Commissioner Billy King
Commissioner Ed Melvin
James Martin, County Manager
Amy Cannon, Deputy County Manager
James Lawson, Assistant County Manager
Rick Moorefield, County Attorney
Phyllis Jones, Assistant County Attorney
Sally Shutt, Communication & Strategic Initiatives Manager
Bob Stanger, County Engineer
Matt Rooney, Planning and Inspections
George Hatcher, Planning and Inspections
Tom Lloyd, Director of Planning and Inspections
Howard Lloyd, Sheriff's Office
Candice White, Deputy Clerk to the Board
Marie Colgan, Clerk to the Board

INVOCATION - Commissioner Charles Evans

PLEDGE OF ALLEGIANCE – Trenton Ray Atwater, 2nd Grader, Gray's Creek Elementary School

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

County Manager Martin read the Public Comment Period policy.

Laurie M. Bryant of 2415 Evans Dairy Road, Fayetteville, NC addressed her concerns to the Board regarding what she considers as bad conditions in which Ben the Bear lives in and requested that the Board reconsider their decision and revoke Jambass Ranch's ability to house wild animals.

Hosea M. Ray of 703 Kooler Circle, Fayetteville, NC had individuals at the meeting stand in a show support for Ben the Bear and requested immediate enforcement of the Animal Control Ordinance Section 3-12 adopted March 21, 2011.

Sheri Allen of 1004 Whetstone Court, Raleigh, NC - did not answer the call to speak.

Lauren Stroyeck of 501 Front Street, Norfolk, VA stated she had originally wanted to show a brief video to the Board of Ben the Bear but was told she could not show it when she arrived at the meeting and believes this is a violation of her first amendment rights. She stated she was originally told she could show it, but believes her right to show the video was recalled because of its content. She asked the Board for better living conditions for Ben the Bear. Chairman Edge advised Ms. Stroyeck that speakers may leave materials for the Board and stated she may leave a copy of her video for the Board to view at a later time. Ms. Stroyeck left a copy of the video with the Clerk to the Board.

Rikki Harrison of 1329 Alexwood Drive, Hope Mills, NC provided a handout for Commissioners stating Jambass Ranch has had repeated violations of animal welfare and the Commissioners made a mistake by changing the ordinance for one individual. Ms. Harrison requested that the Commissioners reverse their decision.

Robin Colbary of 205 Wilbourough Avenue, Fayetteville, NC stated all men are not treated equal in Cumberland County since the Board has favored one man's request that has allowed the torture of Ben the Bear by his living conditions. Ms. Colbary requested that the Commissioners allow Ben the Bear to be sent to a sanctuary in California and challenged the Commissioners and the District Attorney to pay a surprise visit to Jambass Ranch and see Ben's living conditions for themselves.

Javen Morell of 105 Dobbin Avenue, Fayetteville, NC stated nothing survives in solitary and Ben the Bear is no different. Ms. Morell asked the Commissioners to visit Jambass Ranch to see what the speakers are talking about.

County Attorney Moorefield informed the public that the ordinance as it was originally drafted in 2000, and as it is currently drafted, does not apply to a hybrid bear. Mr. Moorefield recapped information that had been brought to his attention earlier in the year. Mr. Moorefield stated he has worked to clean up the entire ordinance and explained he had been made aware of the fox and alligator also at the Jambass Ranch, but had decided not to pursue those violations since the NC Wildlife Commission had placed the alligator at the ranch and he was not pursuing a criminal violation solely because of the fox. Mr. Moorefield stated that he believed the District Attorney followed the applicable law in dismissing the criminal charges against Mr. Bass based on a North Carolina Supreme Court decision. Chairman Edge confirmed with the County Attorney that the Board of Commissioners has no control over the removal of the animals and County Attorney Moorefield confirmed the enforcement is a criminal matter with a \$50 fine which is an area of the ordinance that he is working on as well. Mr. Moorefield advised any federal violations; such as the USDA violations, are not enforced by the Commissioners. In response to a question from Commissioner Evans, Mr. Moorefield advised the language adopted in March, 2011, is the same language that was in the ordinance from 2000 to 2006. In 2006, language was inserted with regards to hybrid lynxes which did not apply to with Jambass Ranch. Commissioner Keefe questioned if the ordinance went back to the way it was prior to the change in March,

2011, would it apply to Jambass Ranch and Mr. Moorefield stated it would apply with respect to the fox, alligator and raccoon, but Jambass Ranch would, in his opinion, be in compliance with respect to the hybrid bear. In response to a question from Commissioner Evans, Mr. Moorefield stated prior to 2006, there was an exemption for zoos, zoological parks or educational institutions. Mr. Moorefield advised the situation at Jambass Ranch was the reason for the change in March, 2011, but if nothing was changed on March 21st, the ordinance still would not apply to the bear because it was a hybrid. Commissioner Faircloth offered some solutions for the Ben the Bear issue. Commissioner Council assured citizens that more than a quorum of the Board has visited Jambass Ranch several times over the years and that she sat on the Board when the ordinance was amended to stop the sale of odd-looking animals by roadside vendors because of the potential of danger. As it turned out, only one person in Cumberland County was affected by the ordinance. Commissioner Evans voiced his concern about the welfare of other animals at Jambass Ranch, as well as Ben the Bear. Chairman Edge suggested that the citizens have a conversation with Mr. Bass regarding the situation, adding that changing the ordinance would do nothing for Ben the Bear and the Board has no authority to enforce U.S.D.A. regulations. Chairman Edge requested citizens send an email directly to him to let him know what can be done to help the citizens solve the problem.

Special Recognition of Commissioner Kenneth Edge for attendance at the NACO 2011 County Leadership Institute:

Vice-Chairman Faircloth recognized Chairman Edge as one of 19 elected county leaders from across the U.S. selected to participate in the 8th Annual County Leadership Institute held in Washington, DC recently. The five-day Institute challenged the county officials to consider innovative approaches to address key issues facing their home county and residents. Vice-Chairman Faircloth added that Chairman Edge is the rising State President of the North Carolina Association of County Commissioners and the Board congratulates him on his selection. Chairman Edge thanked the Board stating the Institute presented a unique opportunity to get perspectives from counties across the United States and he came away with a different perspective which he hopes will enable him to become a better leader for Cumberland County citizens and the state of North Carolina.

County Manager Martin requested the Board delete agenda item 3.C. (Case P11-22) which was requested to be withdrawn by the petitioner and add as Item 2.I.12 a budget revision for school capital outlay.

1. Approval of Agenda

MOTION: Commissioner Faircloth moved to approve the agenda with the changes requested by the County Manager.

SECOND: Commissioner King

VOTE: UNANIMOUS

2. Consent Agenda

A. Approval of minutes for the June 6, 2011 regular meeting, May 31, 2011 Budget Presentation and June 2, 2011 Department Head Appeals/Budget Work Session.

B. Approval of Resolution for Hope Mills Fireworks Authority.

BACKGROUND: In a letter dated June 9, 2011 from the Town of Hope Mills, a permitting authority for fireworks within its corporate limits was requested. NCGS § 14-413(a1) authorizes Board of Commissioners to grant that authority.

By virtue of a standing resolution adopted on June 7, 2010, “the Cumberland County Board of Commissioners does hereby grant unto the governing board of the Town of Hope Mills the authority to issue permits for and otherwise enforce the provisions of NCGS Chapter 14, Article 54 and Chapter 33 of the *State Fire Code* for pyrotechnics to be exhibited, used, or discharged within the corporate limits of the Town of Hope Mills for use in connection with the conduct of concerts or public exhibitions. This resolution shall remain in effect until withdrawn by the Cumberland County Board of Commissioners.”

RECOMMENDATION/PROPOSED ACTION: For information only; no action required.

C. Approval of the Cumberland County Juvenile Crime Prevention Council Contracts Representing Funding Allocations for July 1, 2011 through June 30, 2012.

BACKGROUND: The Cumberland County Juvenile Crime Prevention Council annually submits the JCPC Program Contracts to the Board of Commissioners for approval prior to submitting to the State office. The contracts represent the funding allocations for FY2011-2012.

RECOMMENDATION/PROPOSED ACTION: The Juvenile Crime Prevention Council recommends approval of the FY2011-2012 DJJDP County Funding Plan.

| | |
|-------------------------|-------------|
| State Funding | \$918,508 |
| Programs: Cash & Inkind | \$548,360 |
| County: Cash | \$211,684 |
| Total Funding | \$1,678,552 |

D. Approval of Proclamation in Support of June 27, 2011 as “National HIV Testing Day”.

BACKGROUND: In an effort to bring recognition to the importance of HIV testing, the Cumberland County Department of Public Health would like to recognize National HIV Testing Day (June 27, 2011), through proclamation.

**PROCLAMATION
JUNE 27TH NATIONAL HIV TESTING DAY**

WHEREAS, the medical condition now known as HIV and AIDS was first detected in our country thirty years ago and the HIV/AIDS epidemic is now entering its fourth decade; and

WHEREAS, in 1995 the National Association of People With AIDS (NAPWA) launched the National HIV Testing Day campaign in response to the growing number of HIV infections in communities of color and other heavily impacted communities, and organizes annual National HIV Testing Days in partnership with the federal Centers for Disease Control and Prevention (CDC) and other national and local entities across the country; and

WHEREAS Today, CDC estimates approximately 21 percent of the 1.3M Americans living with HIV are unaware of their HIV status. NAPWA believes voluntary HIV counseling and testing is a critical first step in taking control and responsibility over one's health. Their message: *"Take the Test, Take Control."*

WHEREAS, commissioners of our county are uniquely well placed to help their constituents understand that all Americans need to be tested for HIV, to safeguard their own health and help bring the epidemic under control; and

WHEREAS, this unique and effective program created by people living with HIV and AIDS sends the message that prevention and control of HIV is a community as well as an individual imperative;

NOW THEREFORE BE IT RESOLVED by The Board of Commissioners of Cumberland County THAT:

June 27th is designated as "National HIV Testing Day," a day for all Americans and those within our borders to "Take the Test, Take Control;" and join the effort to prevent the further spread of HIV/AIDS around the world and particularly here in Cumberland County.

Adopted this 20th day of June, 2011.

RECOMMENDED/PROPOSED ACTION: The Public Health Director, along with his Management Team, recommends the support of a Proclamation for National HIV Testing (June 27, 2011).

- E. Approval of the FY12 Home and Community Care Block Grant for Older Adults Agreement Between County of Cumberland and Mid-Carolina Area Agency on Aging and 2011-2012 County Funding Plan.

BACKGROUND: In 1991, the North Carolina General Assembly passed Senate Bill 165, Chapter 241, which requires the Division of Aging to administer a Home and Community Block Grant for Older Adults. In order to implement the 1991 legislation, each county designated a lead agency to work with appointed members on a planning committee to make funding recommendations to the Board of County Commissioners. The Commissioners designated Mid-Carolina Area Agency on Aging as the lead agency for planning and coordination of the County's Funding Plan for Older Adult Services. Attached is the Agreement for the Provision of County-Based Aging Services between the County of Cumberland and the Mid-Carolina Area Agency on Aging.

Home and Community Care Block Grant funding allocations have not been provided for FY2011-2012 as of yet; but the County has been instructed to use the current funding levels for planning purposes at this time. The Committee is recommending that the service provider allocations be maintained as currently distributed. For planning purposes, the total Federal and State Home and Community Care block Grant funding for FY 2011-2012 is \$1,416,237, with a local match in the amount of \$100,180 (County) and \$57,180 (Other).

The Funding Plan is a means to provide coordination through community-based resources in the delivery of comprehensive aging services to older adults and their families.

July 1, 2011 Through June 30, 2012

Home and Community Care Block Grant for Older Adults
Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this 1st day of July, 2011, by and between the County of Cumberland (hereinafter referred to as the "County") and the Mid-Carolina Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:

Cumberland County Coordinating Council on Older Adults, Inc.

1.(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DOA-732) for the period ending June 30, 2012.

2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.

3. Grant Administration. The grant administrator for the Area Agency shall be Glenda Dye, Aging Director. The grant administrator for the County shall be the County Manager.

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DOA-732) are to commence no later than July 1, 2011 and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30, 2012.

5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.

6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DOA-732).

(a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

(b) Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

c) Role of the Area Agency

The Area Agency shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

(d) The Area Agency will invoice County for all required match and any overmatch budgeted. This match will be disbursed to the proper agencies by the Area Agency.

(e) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging through the Area Agency to the Community Service Provider on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The Area Agency may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

In the event the Service Provider's rate of progress on the contract is leading to under spending at the end of the contract period, the Area Agency may reallocate Home and Community Care Block Grant funds within the county as necessary to most effectively utilize funds.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

8. Monitoring. This Agreement will be monitored to assure that services are being provided in compliance with the N.C. Division of Aging and Adult Services Service Standards Manual, dated July 1, 1992, and the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997. Further, compliance with updated monitoring requirements, as specified in Office of Management and Budget (OMB) Circular A-133 and NC General Statute 143C-6-22 and 23 shall be carried out. Monitoring shall also include compliance with conflict of interest requirements. Monitoring requirements are discussed in Section 308 of the AAA Policies and Procedures Manual (7/1/03 and revised 10/1/09). Private non-profit service providers will be monitored to ensure compliance with conflict of interest policies, as stated in DoA Administrative Letter No. 03-14.

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and/or by the DAAS Program Compliance Representative (PCR). Local Departments of Social Services providing Adult Day Care, Adult Day Health Care, Housing and Home Improvement, and/or In-Home Aide (all levels) through the Home and Community Care Block Grant will receive monitoring by the State PCR. All other services and grantees are monitored by the Area Agency on Aging serving the counties' PSA.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (7/1/03 and revised 10/1/09). Any areas

of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
North Carolina Division of Aging and Adult Services
2101 Mail Service Center
693 Palmer Drive
Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Circular A-133.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Circular A-133, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers

are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Circular A-133, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. Federal funds may not be used to pay for a Single or Yellow Book audit unless it a federal requirement. State funds will not be used to pay for a Single or Yellow Book audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp>.

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Circular A-133 based upon funding received and expended during the service provider's fiscal year.

| <u>Annual Expenditures Reporting</u> | <u>Report Required to AAA</u> | <u>Allowable Cost for</u> |
|---|---|---|
| <ul style="list-style-type: none"> Less than \$25,000 in State or Federal funds | Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book) | N/A |
| Greater than \$25,000 and less that \$500,000 in State or Federal Funds | Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book) | N/A |
| <ul style="list-style-type: none"> \$500,00+ in State funds <u>and</u> Federal pass through in an amount less than \$500,000 | Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book) | May use State funds, <u>not</u> Federal Funds |
| <ul style="list-style-type: none"> \$500,000+ in State funds <u>and</u> \$500,000+ in Federal pass through funds (i.e. at least \$1,000,000) | Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit) | May use State and Federal funds |
| <ul style="list-style-type: none"> Less than \$500,000 in State | Audited Financial Statement in | May use Federal |

funds and \$500,000+ in
Federal pass through funds

compliance with OMB Circular
A-133 (i.e. Single Audit)

funds but not State
funds

12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Circular A-122 requirements, requirements of A-110, requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.

13. Indemnity. To the extent allowed by law, County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.

14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.

15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.

16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes

writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.

17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.

18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising therefrom.

19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise herefrom.

20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.

21. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

RECOMMENDATION/PROPOSED ACTION: Ms. Glenda Dye, Aging Director – Area Agency on Aging, and the Home and Community Block Grant Committee, recommends that the FY 2011-2012 Funding Plan for the Home and Community Block Grant for Older Adults be approved. Approve the FY12 Home and Community Block Grant for Older Adults Agreement, and the 2011-2012 County Funding Plan.

F. Approval of Bid Award for Reroofing Projects for Landscaping Building and Sheriff's Annex.

BACKGROUND: Bids were received on May 26, 2011 for the Landscaping Building and Sheriff's Annex Roof Replacement Project. In addition to the base bid for replacement of the roofs, alternate bids were taken to install an acrylic coating on the building adjacent to the Sheriff's Annex (Alternate #1) and to use hot asphalt in lieu of adhesive to install insulation and overlayment board on the Sheriff's Annex (Alternate #2). The low base bid was submitted by Owens Roofing, Inc. in the amount of \$264,753. Owens Roofing also submitted bid amounts of \$9,952 for Alternate #1 and a deduct of \$7,900 for Alternate #2. Acceptance of Alternate #1 is recommended for a total bid award of \$274,705. Alternate #2 is not recommended due to the hazards associated with using hot asphalt and the relatively minor cost savings over using adhesives to install the insulation and overlayment board. A project contingency in the amount of \$13,735 (5% of the contract) is also recommended. There are sufficient monies in the Roof Maintenance Fund for this project.

RECOMMENDATION/PROPOSED ACTION: The recommendation of the County Engineer, Atlas Engineering and Management is to:

1. Accept the bids for the Landscaping Building and Sheriff's Annex Roof Replacement Project and award a contract to Owens Roofing, Inc. in the amount of \$274,705 which includes the base bid and Alternate #1.
2. Establish a project contingency in the amount of \$13,735 to be used for changes in the scope of work recommended by the engineer and approved by the County Manager.

The proposed action by the Board is to follow the staff recommendation.

G. Consideration of Approval of Affordable Housing Loan Subordination Agreement for Southview Villas.

BACKGROUND: RJA Structured Finance, Inc., a Delaware corporation (the Senior Lender) is requesting that Cumberland County subordinate an affordable housing loan to assign the mortgage for Southview Villas Associates Limited Partnership, a North Carolina limited partnership (the Borrower) to Fannie Mae. The construction on the property located at 3216 Lathrop Dr. Hope Mills, NC 28348 was completed in November 2008. The County would continue to hold a second lien position on the subject property. Our current loan balance is \$385,268.44, which is an amortized loan at 2% interest. It is believed that subordinating the mortgage would not jeopardize the County's interest in the secured property and the County's lien position would remain the same. In addition a new Substitution of Trustee must be recorded naming the current County Attorney, Rick Moorefield, as Substitute Trustee.

The Deputy County Attorney has analyzed the agreement and has found the agreement will not change the County's lien position but it will put restrictions on the County's ability to collect in the event of default which the County currently does not have and there is a possibility that in the future through modifications of the senior note that the County's position could be weakened.

The subordination agreement for Southview Villas Associates Limited Partnership and related documents are attached to these minutes and incorporated herein by reference as Attachment A.

RECOMMENDATION/PROPOSED ACTION: Community Development staff recommends approval of the subordination agreement for Southview Villas Associates Limited Partnership and that all related documents be executed and recorded as necessary.

H. Approval of the Release of Closed Session Minutes.

BACKGROUND: County Attorney Rick Moorefield has reviewed the following Closed Session minutes and has approved their release pursuant to G.S. § 143-318.10(e).

| | |
|-------------------|--|
| January 7, 2010 | Economic Development –Texfi Property (Finance Committee) |
| January 7, 2010 | Economic Development – Request for Reallocation of Recovery Zone Bonds |
| January 19, 2010 | Personnel – Resignation of Commissioner Breeden Blackwell |
| February 16, 2010 | Attorney-Client – Land Transfer with Hospital |
| February 16, 2010 | Attorney-Client – Insurance coverage of elective abortion |
| February 16, 2010 | Attorney-Client – Texfi Property |
| March 15, 2010 | Attorney-Client – Hospital Board's request concerning Commissioner Gilfus serving as Trustee |
| April 6, 2010 | Personnel – Annual Review of County Clerk |
| April 6, 2010 | Personnel – Annual Review of County Manager |
| May 3, 2010 | Attorney-Client – Texfi Property |
| May 3, 2010 | Attorney-Client – Washington Drive School Property |
| May 3, 2010 | Personnel – Child Support Enforcement |
| May 3, 2010 | Attorney-Client – County & City Communications |
| May 3, 2010 | Personnel – DSS Personnel |
| May 17, 2010 | Personnel – DSS Personnel |
| May 17, 2010 | Attorney-Client – Hope Mills 911 Contract |
| May 17, 2010 | Attorney-Client – Child Support Enforcement |
| May 17, 2010 | Economic Development – Economic Development Policy |
| August 2, 2010 | Employment Contracts – County Manager, County Attorney and Clerk to the Board |

| | |
|-------------------|--|
| August 2, 2010 | Economic Development – 5-Point (Lake Valley Drive) |
| September 7, 2010 | Economic Development – MBM Hospitality, LLC |
| September 7, 2010 | Economic Development – Strategic Solutions Unlimited, Inc. |
| November 15, 2010 | Attorney-Client – PWC Contract for Gray’s Creek Water |
| November 15, 2010 | Attorney-Client – Sheriff’s Office Litigation |

ACTION: Approve the release of the Closed Session minutes listed above.

I. Budget Revisions:

- (1) Eastover Sanitary District Water Project
Revision in the amount of \$95,565 to recognize additional revenue earned from tap fees (\$42,075) and contractors sales tax refunds (\$53,490). (B11-411) Funding Source – Fees and Refunds
- (2) Solid Waste
 - a. Recycling - Revision in the amount of \$297,000 to appropriate fund balance to purchase equipment. (B11-401) Funding Source – Solid Waste Fund Balance
 - b. Ann Street - Revision in the amount of \$331,529 to appropriate fund balance to purchase equipment. (B11-400) Funding Source – Solid Waste Fund Balance
- (3) School Capital Outlay – Lottery/Special Sales Tax
Revision in the amount of \$23,832 to reallocate budgeted revenue from Lottery Funds to Sales Tax Proceeds to pay interest on construction bonds. (B11-406 and B11-406A) Funding Source – Reallocation of Budgeted Revenue
- (4) Recreation
Revision in the amount of \$100,000 to recognize additional revenue anticipated to earn for the remainder of the fiscal year. (B11-416) Funding Source – Recreation Tax
- (5) Health
South Central Partnership for Public Health - Revision in the amount of \$11,000 to recognize state funding. (B11-407) Funding Source – State
- (6) Soil and Water Conservation District
Revision in the amount of \$3,104 to recognize fundraiser revenue earned during FY2011. (B11-404) Funding Source – Fundraiser
- (7) NORCRESS
Revision in the amount of \$123,671 to appropriate fund balance for the manhole rehabilitation project in the Town of Wade. (B11-385) Funding Source – NORCRESS Fund Balance
- (8) Eastover Sanitary District

Revision in the amount of \$26,000 to appropriate fund balance for additional engineering expense. (B11-412) Funding Source – Eastover Sanitary District Fund Balance

- a. Revision in the amount of \$50,000 to appropriate fund balance to transfer funds to the Eastover Sanitary District Sewer Phase II fund for initial expenses. (B11-413 and B11-413A) Funding Source – Eastover Sanitary District Fund Balance

(9) Mental Health

- a. Adult Contracts - Revision in the amount of \$81,286 to recognize additional state funding for FEMA Crisis Counseling (B11-408) Funding Source – State
- b. Smart Start – Revision in the amount of \$4,700 to recognize additional state funding. (B11-409) Funding Source - State

(10) Fire Districts

Revisions in the total amount of \$75,000 to recognize additional revenue anticipated to earn for the remainder of the fiscal year. (B11-417 thru B11-422) Funding Source – Fire District Tax

(11) Library

Revision in the amount of \$6,503 to recognize funds received by contribution. (B11-423)

(12) County School Capital Outlay Fund

Revisions in the total amount of \$111,000 to appropriate fund balance to budget Capital outlay as approved by the Cumberland County Board of Education on May 10, 2011. (B11-424 thru B11-424A) Funding source – Sales Tax

MOTION: Commissioner Council moved to approve all consent agenda items 2.A. through 2.I.12.

SECOND: Commissioner Faircloth

VOTE: UNANIMOUS

3. Public Hearings

These are the advertised public hearings set for this date and time.

Uncontested Rezoning Case

- A) Case P11-24: Rezoning of 11.57+/- acres from A1 Agricultural to R20 Residential or to a more restrictive zoning district, located at the southwest quadrant of H Bullard Road and Cypress Lakes Road, submitted by Charles H. and Charles T. Gardner (owners).

The Planning Board recommends approval of the request for the R20 Residential district.

The County Manager read the Public Hearing policy:.

The Chairman opened the public hearing.

The Clerk confirmed there were no speakers for this case.

The Chairman closed the public hearing.

MOTION: Commissioner Council moved to approve Case P11-24 to the R20 Residential district as recommended by the Planning Board.

SECOND: Commissioner King

VOTE: UNANIMOUS

Uncontested Conditional Zoning Case

B) Case P11-18: Rezoning of 3.06+/- acres from A1A Agricultural to C(P) Planned Commercial/CZ Conditional Zoning District for a “for profit” recreation/amusement facility, indoor and outdoor or to a more restrictive zoning district; located at 8640 Burnett Road; submitted by Ronald W. and Jennifer Wood Lewis (owners).

The Planning Board recommends approval of the request for the C(P) Planned Commercial /CZ Conditional Zoning District for a “for profit” indoor and outdoor recreation/amusement facility.

The Chairman opened the public hearing.

The Clerk confirmed there were no speakers for this case.

The Chairman closed the public hearing.

MOTION: Commissioner King moved to approve Case P11-18 to the C(P) Planned Commercial/CZ Conditional Zoning District as recommended by the Planning Board.

SECOND: Commissioner Council

VOTE: UNANIMOUS

Contested Case

C) CASE WITHDRAWN - Case P11-22: Rezoning of 23.78+/- acres from A1 Agricultural to R15 Residential or to a more restrictive zoning district; located on the northwest side of Ramsey Street northeast W Reeves Bridge Road; submitted by W. Stan Taylor (Trustee) on behalf of KM Taylor Family Trust (owner).

Other Public Hearings

D. Public Hearing on the Edward Byrne Memorial Justice Assistance Grant (JAG).

BACKGROUND: The Sheriff's Office is eligible to apply for funding through the Edward Byrne Memorial Assistance Grant through the United States Department of Justice. This grant combines the Local Law Enforcement Block Grant that the Sheriff's Office has successfully received in the past.

This year the Sheriff's Office and the City of Fayetteville Police Department must submit a joint application. Even though the application is joint, each agency will be able to use the funds for their own priorities.

As part of the USDOJ requirements, the public must be offered the opportunity to comment. The Sheriff's Office will publicly advertise the grant opportunity and will brief the Board of Commissioners.

The Public Hearing advertisement for this grant will be advertised in the Fayetteville Observer on June 18, 2011. This Public Hearing will be on Monday, June 20, 2011, at the Cumberland County Board of Commissioners' Meeting.

RECOMMENDATION/PROPOSED ACTION: Conduct the Public Hearing and authorize the County Manager to sign the application submittal.

Mr. Howard Lloyd, Sheriff's Office, provided information on this grant stating the grant amount for the Sheriff's Department is \$67,943 and the City Police Department is receiving \$150,830. The use of the county grant will be used to continue the use of databases to obtain and store driver license and license plate information for deputies.

The Chairman opened the public hearing.

The Clerk confirmed there were no speakers for this case.

The Chairman closed the public hearing.

MOTION: Commissioner Faircloth moved to authorize the County Manager to sign the application as requested.

SECOND: Commissioner King

VOTE: UNANIMOUS

Minimum Housing Code Enforcement

The clerk administered the oath to George Hatcher, Code Enforcement Officer, who provided information on the five cases presented to the Board.

- E. Case Number: MH6332-2010
Property Owner: Jean Hamp Ellis
Property Location: 370 Brooklyn Circle
Parcel Identification Number: 0423-29-0651

AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS

I, George Hatcher, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 6332-2010.

Property Owner: Jean Hamp Ellis
Home Owner: Jean Hamp Ellis
Property Address: 370 Brooklyn Circle, Hope Mills, NC
Tax Parcel Identification Number: 0423-29-0651

SYNOPSIS: This property was inspected on 9/24/2010. The property owners and parties of interest were legally served with Notice of Violations and was afforded a Hearing on 12/16/2010. Damien Espinoza attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 3/16/2011. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. No appeal was filed. Upon my visit to the property on 6/9/2011 no corrective action had been made to the structure. The structure is presently vacant and reasonably secured. In its present state, the structure constitutes a fire, health, and safety hazard.

The estimated cost to repair the structure to a minimum standard for human habitation is \$15,000.00. The Assessor for Cumberland County has the structure presently valued at \$500.00.

RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.

The Chairman opened the public hearing.
The Clerk confirmed there were no speakers for this case.
The Chairman closed the public hearing.

MOTION: Commissioner Melvin moved to adopt the order and report of the Minimum Housing Inspector as the true facts in this case, and to order the property owner to remove or demolish the dwelling within 30 days. To order the Inspector to remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action. To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

SECOND: Commissioner King

VOTE: UNANIMOUS

F. Case Number: MH6335-2010
Property Owner: Mae Bell Bonner
Property Location: 629 Chapel Hill Road
Parcel Identification Number: 0502-92-4366

AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS

I, George Hatcher, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 6335-2010.

Property Owner: Mae Bell Bonner, C/O Ralph Waldo Bonner, Jr.
Home Owner: Mae Bell Bonner, C/O Ralph Waldo Bonner, Jr.
Property Address: 629 Chapel Hill Road, Spring Lake, NC
Tax Parcel Identification Number: 0502-92-4366

SYNOPSIS: This property was inspected on 9/24/2010. The property owners and parties of interest were legally served with Notice of Violations and was afforded a Hearing on 11/18/2010. Ralph & Ella Bonner attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 2/18/2011. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. No appeal was filed. Upon my visit to the property on 6/9/2011 the required corrective action had been made to the structure. The structure is presently vacant and reasonably secured. In its present state, the structure constitutes a fire, health, and safety hazard.

The estimated cost to repair the structure to a minimum standard for human habitation is \$25,000.00. The Assessor for Cumberland County has the structure presently valued at \$500.00.

RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.

The Chairman opened the public hearing.
The Clerk confirmed there were no speakers for this case.
The Chairman closed the public hearing.

MOTION: Commissioner Keefe moved to adopt the order and report of the Minimum Housing Inspector as the true facts in this case, and to order the property owner to remove or demolish the dwelling within 30 days. To order the Inspector to remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action. To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

SECOND: Commissioner King

VOTE: UNANIMOUS

G. Case Number: MH6429-2011
Property Owner: Seung K & Hee Sook Chai
Property Location: 2967 Dunn Road
Parcel Identification Number: 0468-15-4156

AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS

I, George Hatcher, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 6429-2011.

Property Owner: Seung K. & Hee Sook Chai
Home Owner: Seung K. & Hee Sook Chai
Property Address: 2967 Dunn Road, Eastover, NC
Tax Parcel Identification Number: 0468-15-4156

SYNOPSIS: This property was inspected on 3/2/2011. The property owners and parties of interest were legally served with Notice of Violations and was afforded a Hearing on 3/31/2011. Seung K. Chai attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 5/31/2011. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. No appeal was filed. Upon my visit to the property on 6/9/2011 no corrective action had been made to the structure. The structure is presently vacant and reasonably secured. In its present state, the structure constitutes a fire, health, and safety hazard.

The estimated cost to repair the structure to a minimum standard for human habitation is \$15,000.00. The Assessor for Cumberland County has the structure presently valued at \$500.00.

RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.

The Chairman opened the public hearing.

The Clerk confirmed there were no speakers for this case.

The Chairman closed the public hearing.

MOTION: Commissioner Keefe moved to adopt the order and report of the Minimum Housing Inspector as the true facts in this case, and to order the property owner to remove or demolish the dwelling within 30 days. To order the Inspector to remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action. To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

SECOND: Commissioner Edge

VOTE: UNANIMOUS

H. Case Number: MH6334-2010
Property Owner: Daniel Gregory Martin
Property Location: 216 Hulon Street
Parcel Identification Number: 0424-20-6174

AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS

I, George Hatcher, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 6334-2010.

Property Owner: Daniel Gregory Martin
Home Owner: Daniel Gregory Martin
Property Address: 216 Hulon Street, Hope Mills, NC
Tax Parcel Identification Number: 0424-20-6174

SYNOPSIS: This property was inspected on 9/24/2010. The property owners and parties of interest were legally served with Notice of Violations and was afforded a Hearing on 10/21/2010. No one attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 1/21/2011. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. No appeal was filed. Upon my visit to the property on 6/9/2011 no corrective action had been made to the structure. The structure

is presently vacant and reasonably secured. In its present state, the structure constitutes a fire, health, and safety hazard.

The estimated cost to repair the structure to a minimum standard for human habitation is \$25,000.00. The Assessor for Cumberland County has the structure presently valued at \$3,200.00.

RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.

The Chairman opened the public hearing.

The Clerk confirmed there were no speakers for this case.

The Chairman closed the public hearing.

MOTION: Commissioner Faircloth moved to adopt the order and report of the Minimum Housing Inspector as the true facts in this case, and to order the property owner to remove or demolish the dwelling within 30 days. To order the Inspector to remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action. To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

SECOND: Commissioner Melvin

VOTE: UNANIMOUS

- I. Case Number: MH6273-2010
Property Owner: Kenneth R. & Karen L. Few
Property Location: 4760 NC Highway 210 S
Parcel Identification Number: 1430-74-0526

AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS

I, George Hatcher, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 6273-2010.

Property Owner: Kenneth R. & Karen Louise Few, C/O Sherry Few Stammler
Home Owner: Kenneth R. & Karen Louise Few, C/O Sherry Few Stammler
Property Address: 4760 NC Highway 242 S, Garland, NC
Tax Parcel Identification Number: 1430-74-0526

SYNOPSIS: This property was inspected on 7/28/2010. The property owners and parties of interest were legally served with Notice of Violations and was afforded a Hearing on 9/2/2010. Sherry F. Stammler attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 12/2/2010. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. No appeal was filed. Upon my visit to the property on 6/9/2011 the required action had been made to the structure. The structure is presently vacant and reasonably secured. In its present state, the structure constitutes a fire, health, and safety hazard.

The estimated cost to repair the structure to a minimum standard for human habitation is \$25,000.00. The Assessor for Cumberland County has the structure presently valued at \$500.00.

RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.

The Chairman opened the public hearing.

The Clerk confirmed there were no speakers for this case.

The Chairman closed the public hearing.

MOTION: Commissioner Melvin moved to adopt the order and report of the Minimum Housing Inspector as the true facts in this case, and to order the property owner to remove or demolish the dwelling within 30 days. To order the Inspector to remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action. To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

SECOND: Commissioner King

VOTE: UNANIMOUS

Items of Business

4. Consideration of Cumberland County Policy Committee Report and Recommendations:

A) Gray's Creek Water and Sewer District Water Use Ordinance.

BACKGROUND: The management team that has been directing the Gray's Creek water project believes it will be beneficial to have an ordinance in place to provide information to interested citizens in advance of the bond referendum. The ordinance enables citizens to be provided with a definite answer, rather than a staff

opinion. This will also provide the project engineer a better basis to estimate revenues for the system. Most provisions of the ordinance are necessary to finance the system, collect for the services once it is constructed, and protect the system from contamination and damage. The technical aspects of construction, extensions, daily operations, and billing and collecting charges will be addressed in a separate set of Rules, Regulations and Specifications. These should be adopted closer in time to the actual completion of the project. The Policy Committee considered the draft ordinance at its June 2 meeting and voted to forward the proposed draft to the full Board.

DISCUSSION: The county attorney received the comments and Explanation of Costs from the project engineer on June 10, after the meeting of the Policy Committee. The project engineer recommended removing the minimum amount of water that was included in the minimum charge in the draft that was presented to the Policy Committee. That is the only change from the draft that was presented to the Policy Committee.

Management further asked the project engineer to revise his estimate of the rates and provide a range of what the minimum rate may be based on a range of percentages of connection. Management has asked that the estimated rates be shown this way in an effort to be conservative and make sure that the citizens of Gray's Creek are not misled by an estimate that is not supported by actual connections. That new rate information was just submitted to staff on June 15. The project engineer will present this updated rate information at the board meeting. A summary of the rates based on a range of customers for Phase 1A and Southpointe Subdivision is as follows:

| % Connected | # of Customers | Minimum Charge | Usage Charge /1000 gal. |
|-------------|----------------|----------------|----------------------------|
| 50% | 583 | \$58.17 | \$3.2413 |
| 75% | 875 | \$38.75 | \$3.1226 |
| 85% | 991 | \$34.22 | \$3.0953 |

Other than the rates, questions that have frequently been asked by residents that are addressed by the ordinance are as follows:

1. Will connection be mandatory for existing buildings?

ANSWER: No, because an availability charge in an amount not greater than the minimum charge will be charged to every property owner whose land abuts, or has direct access to a water line. For those parcels that do not have any buildings for which water would typically be supplied, there will be only one availability charge. For those parcels that may have multiple buildings for which water is typically supplied, an availability charge will apply to each such building.

2. Will connection be mandatory for new construction?

ANSWER: Maybe, because the subdivision regulations already control this. These regulations require any subdivision creating 2 to 10 lots to connect to public water if it is within 300 feet; any subdivision creating 10 to 20 lots to connect to public water if within 500 feet; and for any subdivision creating 20 or more lots either in a Sewer Service Area or with a density of greater than two units per acre, regardless of the distance. The Planning Board has the authority to waive these requirements in hardship circumstances.

3. May an owner receive a dry-tap at a reduced fee and not connect to the system?

ANSWER: Yes, as long as the owner expresses the intent to connect within two years and agrees to be responsible for marking the location of the tap and protecting it from damage.

4. Will the county extend the system to take in new subdivisions or development?

ANSWER: The Rules, Regulations and Specifications will establish the conditions under which extensions are made. These will likely be at the developer's cost and in those circumstances that do not strain the capacity of the system as it is developed.

5. May an owner keep an existing well to use for irrigation purposes?

ANSWER: Yes, but the county will require a licensed plumber to certify that there is no cross-connection to the public water.

AN ORDINANCE REGULATING THE USE OF WATER FACILITIES OPERATED BY THE COUNTY OF CUMBERLAND; AUTHORIZING THE ESTABLISHMENT OF A SCHEDULE OF RENTS, RATES, FEES AND OTHER CHARGES; AND PROVIDING FOR COLLECTION OF SAME.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF CUMBERLAND COUNTY THE FOLLOWING:

ARTICLE I: AUTHORITY AND DEFINITIONS

Section 1. Authority. This ordinance is adopted pursuant to Article 15 of Chapter 153A of the North Carolina General Statutes for the purposes of providing adequate and reasonable rules and regulations to protect and regulate water supply and distribution systems owned or operated by the County of Cumberland; to authorize the establishment of a schedule of rents, rates, fees and charges for the use of the County's water supply and distribution systems and collection of the same; and to provide for enforcement of the ordinance, rules and regulations governing the use of the County's water supply and distribution systems.

Section 2. Definitions. For the purposes of this ordinance, the following terms shall have the meanings set out herein:

Availability Charge. See Section 20(c).

Building is a structure intended for use as a place of habitation, recreation, or gathering for any purpose, including the conduct of business or work, and to which water is supplied for the necessity or convenience of promoting the intended use. Every separate residential or commercial unit in any building containing multiple units shall be considered a separate building.

CCDPU shall mean Cumberland County Department of Public Utilities.

Connection is that part of the water service line which runs from the main to the property line, including all appurtenances necessary to make the service complete and ready for use.

Consumer is the person legally or equitably responsible for the payment of charges for water service on any premises.

Controlled by is owned, operated or leased by.

County shall mean Cumberland County, the Cumberland County Department of Public Utilities, and any water and sewer district established by the Board of Commissioners of Cumberland County pursuant to Article 6, Chapter 162A of the North Carolina General Statutes.

Cut-Off Valve is a valve used to regulate the water supply to a consumer's premises.

Lateral is that portion of the water connection which does not include meter, box or meter setter or connection.

Main is the water pipe usually laid in a street running parallel to the property line which distributes water.

May is permissive (see *shall*).

Minimum Charge. See Section 20(b)(1).

Owner is the person having legal or equitable title to any premises.

Person is an individual, firm, association, partnership or corporation.

Premises means a lot or parcel of unimproved land; or a parcel of land and the buildings and other structures and appurtenances thereto; or each separate residential or commercial unit on any parcel of land on which multiple residential or commercial units are located.

Rules, Regulations and Specifications are the terms and conditions established by the Cumberland County Board of Commissioners from time to time under which water is supplied to consumers.

Service Line is a water line which services a building and which runs from the street to the building being served.

Shall is mandatory (see *may*).

State law means the General Statutes of North Carolina.

Unusual Conditions are any conditions which cause delays in acquiring materials, parts, supplies, or providing services, making repairs, making installations or

making connections which are encountered in construction activities and other items which might cause delays not under the control of the County.

Usage Charge. See Section 20(b)(2).

ARTICLE II: CONNECTIONS TO THE WATER SYSTEM

Section 3. Water Laterals and Tap-on. Water laterals will be installed only at the request of the owner or his agent. When the lateral terminates at the property line, the meter shall not be set and the lateral shall not be used until the owner or his agent applies for service.

Section 4. Connection to Be Made By County Only Upon Application. The construction of water laterals within the street right-of-way and the setting of meters shall be the responsibility of CCDPU. Such construction of laterals and setting of meters shall only be done by CCDPU or its agents or contractors after the receipt and approval of a written application therefore submitted by the owner. The only exception to the foregoing provision is that laterals and meter yokes may be installed by a developer's contractors in new subdivisions in compliance with the Rules, Regulations and Specifications established by the Board of County Commissioners from time to time.

Section 5. Application for Connection.

(a) Every application for a water service connection shall be made by the owner on forms provided by CCDPU. The following information shall be required on the application:

- (1) name, street address, mailing address, and phone number of owner
- (2) street address or PIN and description of the lot location for which connection is requested
- (3) a copy of any unrecorded plat or the book and page number of any recorded plat
- (4) the number of all types of plumbing fixtures existing or proposed for the building
- (5) the distance from the property line where service comes from the street to the furthestmost point of the building as planned
- (6) the name of the plumber who will do the work

(b) This application shall be filed not less than ten days before the proposed connection is desired. Unusual conditions may be just cause for additional time in providing the services required. When the size of the service and the cost of the connection have been determined, the applicant shall deposit the determined cost and shall be issued a permit for the desired connection.

(c) In addition to the application requirements stated in subsection (a), an application for a sprinkler or other fire protection system shall include a certification from the applicant that the sprinkler or other fire protection system has

been designed in compliance with the North Carolina State Fire Code or Building Code as applicable.

Section 6. Disapproval of Application. If, in the opinion of CCDPU through its duly constituted authority, the water connection applied for will be of such size or character as to put too great a demand on any part of the system and disrupt the County's ordinary water service (500 GPM at 20PSI residual, plus normal service requirements), it shall disapprove the application until such time as adequate means are provided by the applicant to eliminate the unsatisfactory condition. If, at any time, changes are made by a consumer in his service requirements so as to create an unsatisfactory condition in the County's water service, CCDPU shall require the consumer to adopt remedial measures to eliminate the unsatisfactory condition. The County shall not in any way be responsible for any cost or inconvenience caused by a change in service requirements after an application has been approved, or by an installation before the application has been approved.

Section 7. County's Responsibility for Connections.

- (a) The County may run such service lines from its distribution lines to such property lines as it deems necessary or desirable.
- (b) The County may install a meter at the property line or, at the County's option, on the owner's property or in a location mutually agreed upon.
- (c) When two or more meters are to be installed on the same premises for different consumers, they shall be closely grouped and each clearly designated to which consumer it applies.
- (d) The County does not assume the responsibility of inspecting the owner's piping or apparatus and will not be responsible therefore.

Section 8. Owner's Responsibility for Connections.

- (a) Piping on the owner's premises must be so arranged that the connections are conveniently located with respect to the County's lines or mains.
- (b) If the owner's piping on the owner's premises is so arranged that CCDPU is required to provide additional meters, each place of metering will be considered as a separate and individual account.
- (c) The owner shall provide a suitable place for placing a meter which shall be unobstructed and accessible at all times to the meter reader.
- (d) The owner shall furnish and maintain the service line on the owner's side of the meter. The County shall maintain the service line on the County's side of the meter.
- (e) The owner's piping and apparatus shall be installed and maintained by the owner at the owner's expense in a safe and efficient manner and in accordance with the Rules, Regulations and Specifications and in full compliance with all sanitary regulations of any agency of the State.

(f) The owner shall guarantee proper protection for all property, apparatus and equipment controlled by the County and placed on the owner's premises by the County and shall permit access to it only by authorized representatives of the County.

(g) In the event that any loss or damage to such property or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the owner or his employees, agents, tenants or contractors, the cost of the necessary repairs or replacements shall be paid to the County by the owner and any liability otherwise resulting shall be assumed by owner.

Section 9. Separate Water Connections and Meters Required. Each building shall have a separate meter, and where practicable shall have a separate water lateral. In the event that one lateral is used for two dwellings, commercial or industrial buildings, or used to serve two or more meters for the same dwelling, commercial or industrial buildings, a separate cut-off shall be provided for each meter; however, separate water meters shall not be required for service to mobile home parks regulated by the County's Subdivision Ordinance or to apartment developments containing ten (10) or more dwelling units under single ownership. For mobile home parks regulated by the County's Subdivision Ordinance and apartment developments containing ten (10) or more dwelling units, one meter shall be used for the entire park or development unless additional meters are deemed necessary by CCDPU and the following conditions shall be met:

(1) Bills will be rendered to and be the responsibility of the owner and not the individual tenants.

(2) The bill will be calculated by a minimum charge for the master meter and for each of the total number of units served by the master meter with the usage above the minimum charge calculated on the total consumption passing through the master meter above the minimum; provided however; owners of ten or fewer multiple units may elect to have water metered directly to each unit and the charge therefore billed directly to the user in each unit.

(3) Should any portion of a mobile home park subject to the County's Subdivision Ordinance or apartment development containing ten (10) or more dwelling units be sold, the owners of each new parcel and the parent parcel shall be responsible to bring their respective parcels into compliance with this section.

(4) In the case of groups of mobile homes not regulated by the County's Subdivision Ordinance or apartment developments containing less than ten (10) dwelling units in single ownership, the owner may elect to have a single meter used for the entire project. Where such election is made, the owner shall comply with the conditions set forth in this section.

Section 10. Connections and Meters to Remain Property of the County. All meters, boxes, pipes and other equipment furnished and installed by CCDPU in a water connection shall remain the property of the County. If, after an installation is completed, the owner requests that a meter or lateral be changed in size and this request is approved by the County, the owner shall pay for the change of lateral as

though it were a new connection and shall pay or be credited the difference of the cost of meters in the original and new installations according to the then current price of the two meters.

Section 11. Provision of Cut-off Valve.

(a) All connections to a water supply and distribution system owned or operated by the County shall require the installation of a cut-off valve of a minimum size of 3/4 onto the service line running from the meter box to the premises or building at the cost of the owner. This cut-off valve shall be located within twelve (12) inches of the connection of the consumer's service line to the meter box.

(b) The requirements of this section shall be in addition to the minimum requirements of the North Carolina State Building Code regarding plumbing and placement of cut-off valves and not in substitution thereof.

Section 12. Maintenance of Meters and Connections. All meters and water laterals shall be maintained by CCDPU at the County's expense.

Section 13. Connection Privilege. The County may give a privilege for early connection to the water system to any owner as the water mains are installed. From time to time, the County may give privileges for connections at reduced amounts in order to encourage additional hookups to increase revenue.

Section 14. Sprinkler Connections. Connection to the system for service to sprinkler systems to provide fire protection may be secured upon application and payment of all charges involved in making the connection. Charges for sprinkler connections and service shall be established in the Rules, Regulations and Specifications. No service other than for fire protection shall be tapped on to or taken from a sprinkler system.

Section 15. Connection of Newly Constructed Buildings. The connection to the County's water system of buildings constructed after the adoption of this ordinance on parcels of land that are subject to the County's Subdivision Ordinance shall be governed by the requirements of the County's Subdivision Ordinance.

ARTICLE III: CONDITIONS FOR THE PROVISION OF SERVICE

Section 16. Procedures for the Provision of Service.

(a) Service will be supplied only to those who apply.

(b) Owners or consumers will make application for service, in person, at CCDPU and at the same time make the deposit guarantee required by this section as set out in the Rules, Regulations and Specifications.

(c) Deposits shall not accrue interest.

- (d) Owners with no established utility accounts must provide CCDPU with a deed or purchase agreement for the property where service is requested. All other consumers must provide CCDPU with a copy of a rental or lease agreement for the property where service is requested.
- (e) CCDPU may reject any application for service not available under a standard rate, which involves excessive service cost, which may affect the supply of service to other customers, or for other good and sufficient reasons.
- (f) CCDPU may reject any application for service when the applicant has any outstanding balance due CCDPU for services supplied by CCDPU at any other location. It is further provided that if the owner of the premises for which service is being applied has an outstanding account balance due CCDPU for service at that location, CCDPU shall not provide service to anyone else at the same location until the delinquent account has been paid.
- (g) The person or persons in whose name the deposit is made shall be responsible for payment of all bills incurred in connection with the service furnished.
- (h) A separate deposit is required for each meter and/or service connection requested.
- (i) The deposit receipt is not negotiable and can be redeemed only by CCDPU.
- (j) The deposit balance remaining after settlement of the account associated with the deposit shall be refunded in accordance with the Rules, Regulations and Specifications.
- (k) CCDPU shall refuse service to and disconnect any premises at which it is determined the owner's lines or piping are cross-connected to any other water supply or are not installed in such manner as to prevent backflow.

Section 17. No Guarantee of Quality, Quantity or Pressure of Water Supply or Liability for the Same.

- (a) The County does not guarantee the quality, quantity or pressure of its water supply. It is hereby made a condition of the terms on which the County furnishes water to any consumer that the County shall not be liable to any consumer for any defect of quality or any deficiency in quantity or pressure; shall not be liable to any consumer for damages resulting from the complete or partial cutting off of water; and shall not make any deduction from any water bill by reason of any such defect or deficiency. No employee, agent or contractor of the County shall have authority, or take responsibility, for advising an owner or consumer how best to care for his boiler, heater or other equipment or property which is affected by the discontinuance, either temporary or permanent, of his water supply. The owner or consumer shall be entirely responsible for his equipment and property and shall not hold the County or any of its employees,

agents or contractors responsible for damage thereof due to the discontinuance of water supply.

(b) The County shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the consumer's premises, unless such damage results directly from negligence on the part of the County. The County shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the consumer's premises. The County shall not be responsible for negligence of third persons or forces beyond County's control resulting in any interruption of service.

(c) Under normal conditions, the consumer will be notified of any anticipated interruption of service provided that the County shall not be liable for damage of any kind whatsoever resulting from the interruption of service or the failure to notify of any interruption of service.

Section 18. Access to Premises. The employees, agents, and contractors of CCDPU shall have access at all reasonable hours to the premises of the consumer for the purpose of installing or removing property controlled by the County, inspecting piping, reading or testing meters, or for any other purpose in connection with the County's service and facilities.

Section 19. Suspension of Service.

(a) Service may be discontinued at the request of a consumer. The deposit balance associated with any account for which discontinuance of service is requested shall be refunded in accordance with the Rules, Regulations and Specifications. The minimum charge shall continue to accrue to each meter at which service is discontinued by the consumer and shall be the responsibility of the owner of the premises.

(b) Service may also be discontinued by CCDPU to any consumer whose account remains delinquent for more than ten (10) days. The deposit associated with the account will be applied by CCDPU toward settlement of the account. Any balance will be refunded to the consumer in accordance with the Rules, Regulations and Specifications. The minimum charge shall continue to accrue to each meter at the location at which service is discontinued by CCDPU and shall be the responsibility of the owner of the premises.

(c) An owner may have a service discontinued for vacant rental property. While the service is suspended, the minimum charge shall continue to accrue to each meter at which service is discontinued by the owner and shall be the responsibility of the owner.

(d) Service discontinued for non-payment of bills will be restored, at the request of the consumer, only after all outstanding bills and charges are paid, and all service or reconnection charges are paid in accordance with the Rules, Regulations and Specifications. The consumer being reconnected must also make any additional deposit in accordance with the Rules, Regulations and Specifications.

(e) After a service has been discontinued for a period of twelve (12) consecutive months, CCDPU may disconnect and remove the meter and all connection apparatus for use elsewhere or for storage. Upon such disconnection and removal of the meter and connection apparatus, the availability charge shall commence to accrue at any such location.

(f) At any time after the disconnection and removal of the meter and connections apparatus, in addition to the service charge set forth in subsection (d) above, an additional service charge equal to the then current tap-on-fee shall be paid as a reconnection fee. Also, any additional deposit must be made as may be required by the Rules, Regulations and Specifications.

(g) The County reserves the right to discontinue its service without notice for the following additional reasons:

- (1) To prevent fraud or abuse;
- (2) Due to a consumer's willful disregard of this Ordinance or the Rules, Regulations and Specifications;
- (3) To make emergency repairs;
- (4) Due to insufficiency of supply due to circumstances beyond the County's control;
- (5) Pursuant to legal processes or proceedings;
- (6) At the direction of public authorities; and
- (7) Due to strike, riot, fire, flood, accident, or any unavoidable cause.

(h) The County may, in addition to prosecution by law, permanently refuse service to any Consumer who tampers with a meter or other measuring device.

ARTICLE IV: CLASSIFICATIONS, RATES, CHARGES, FEES AND BILLING

Section 20. Classifications, Rates, Charges and Fees.

(a) The following classifications are adopted:

- (1) A residential service includes only ¾" and 1" meters serving dwellings.
- (2) A commercial service includes all businesses, regardless of meter size, and all other meters greater than 1".

(b) The following rates or charges are adopted to apply to all consumers and/or owners and premises, as applicable, connected to the County's water system, and shall be in the amounts established in the Rules, Regulations and Specifications from time to time:

- (1) A minimum charge for all customers including those with zero usage which shall be a flat rate periodic service charge to cover the cost of operations and maintenance, debt service, and administrative overhead; and
- (2) A usage charge which shall be a periodic service charge to the consumer or owner for any meter at any premises for usage of water and shall only apply to water actually used on the premises.

(c) An availability charge shall be a periodic availability charge accruing each billing period to the owners of all parcels of property to which a County water line has been made directly available, but which have elected not to connect to the County water system, and shall be in the amount established in the Rules, Regulations and Specifications from time to time. The availability charge shall not be an amount greater than the minimum charge established for connected customers and shall be applied as follows:

(1) For developed property on which there are situated one or more buildings, an availability charge shall be applicable to each such building for which a minimum charge would be required if the premises was connected to the County's water system.

(2) For any undeveloped parcel that would qualify for the issuance of a building permit for the construction of one or more buildings, a single availability charge shall apply regardless of the size of the parcel.

(d) The following charges and fees are adopted and shall be in the amounts established in the Rules, Regulations and Specifications from time to time:

- (1) Lateral fee;
- (2) Tap-on fee;
- (3) Late payment fee;
- (4) Cut-off fee;
- (5) Cut-on fee;
- (6) Disconnect fee;
- (7) Reconnect fee;
- (8) Meter test fee;
- (9) Fire protection systems fees; and
- (10) Application fees.

Section 21. Frequency of Meter Readings. All water meters on water systems controlled by the County shall be read at such frequency as is established in the Rules, Regulations and Specifications from time to time; but the County may temporarily vary the dates or length of period covered if necessary or desirable to do so.

Section 22. Adjustment of Charges. CCDPU shall have the authority to adjust any water bill after determining that the water bill is excessive, upon the following conditions:

- (a) If the cause is a defect in a water meter, the water bill shall be reduced by the amount by which it exceeds one and one-half ($1\frac{1}{2}$) times the average water bill for the preceding three (3) months.
- (b) All metered water lost on the consumer's side of a meter will be charged at the normal rate and no adjustment of the bill shall be made; however, the consumer

may negotiate payment terms with CCDPU for any bill in excess of \$250 due to lost water.

Section 23. Meter Tests. Any consumer may have a test of his water meter made upon payment in advance of a fee in the amount of the actual cost of the test for any size meter, provided that this fee shall be waived if the consumption shown on the meter in question is greater than twice the average consumption for the preceding six months. Any meter which shows upon test an error not greater than five (5%) shall not be considered defective. If the meter is found to be over-registering in excess of five (5%), refund shall be made in accordance with Section 22(a) above, and the fee paid for the test shall be refunded.

Section 24. Tampering With Meters and Stopcocks. No person, except an employee, agent, or contractor of CCDPU, shall turn the stopcock installed in each meter box nor shall any person construct or have constructed any bypass around any meter except as may be installed and sealed by the County. The fact that water is cut on to any premises by a person without the prior knowledge of either the County or the consumer shall not relieve the consumer of liability for such unauthorized use of water. A minimum fee of \$100.00 shall be imposed upon the consumer where such tampering or unauthorized use of water has occurred.

Section 25. Minimum Charge per Each Location.

(a) The minimum charge, as provided in the rate schedule set out in the Rules, Regulations and Specifications shall be made for each meter installed, regardless of location.

(b) At seasonal locations where water is used during certain months only, the minimum charge shall accrue per service for the period of non-use.

(c) Water furnished for a given location shall be used at that location only. Each consumer's service must be separately metered at a single delivery and metering point unless specifically permitted otherwise by this Ordinance.

Section 26. Change of Occupancy. Not less than three days notice must be given in person or in writing to discontinue service for a change in occupancy. Such notice shall be given to the office location designated by CCDPU. The outgoing consumer shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longest. The owner shall be responsible for the minimum charge during any period of vacancy of a rental unit or during any period of vacancy while a premises is listed for sale.

Section 27. Billing Disputes.

(a) If a consumer believes his bill to be in error, he shall present his claim, in person, to the office designated by CCDPU before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in

preventing suspension of service as provided in section 19(b). The consumer may pay such bill under protest, and said payment shall not prejudice his claim.

(b) CCDPU will make special meter readings at the request of the consumer for a fee as set forth in the Rules, Regulations and Specifications, provided that, if such special reading discloses that the meter was over-read or in error in any way, the fee will be refunded.

(c) If the seal of the meter is broken by other than the County's representative, or if the meter fails to register correctly, or is stopped for any cause, the consumer shall pay an amount estimated from the record of his previous bills and/or from other proper data.

(d) No modification of rates or any of the rules and regulations shall be made by any employee, agent or contractor of the County.

Section 28. Late Payment Fees.

(a) When a consumer shall have failed to pay his account by the due date set forth on his bill, a late payment fee shall be imposed upon him and the amount of such fee shall be added to the balance due. The amount of the late payment fee provided for in this section shall be as established in the Rules, Regulations and Specifications. A consumer shall have failed to pay his account when the full amount charged to him for service supplied as stated on his bill has not been paid to and received by the office designated by CCDPU by 5:00 p.m. on the due date set forth on the bill.

(b) The bill which shall be mailed to a consumer setting forth the charges due for services supplied, shall state the due date, the amount of the bill if paid by the due date, the amount of the bill if paid after the due date and shall further state that if payment is not made by the due date that the late payment fee will be charged.

ARTICLE V: PROTECTION OF THE WATER SUPPLY

Section 29. No Cross-Connection to Other Supply.

(a) No part of the County's water system shall be connected to any source of water supply other than those authorized by official action of the Board of County Commissioners. On any premises connected to the County water system, there shall be no cross-connection to, or use of, a well, spring or any other source of water.

(b) A completely separate plumbing system using water from another source may be maintained for irrigation purposes upon the owner providing CCDPU with a certification from a plumber licensed in the State of North Carolina that the separate system is not cross-connected with the County's water system.

Section 30. No Contamination of Water Supply. No person shall contaminate any portion of the of the County's water supply whether the same is in a reservoir, tank, or pipe.

ARTICLE VI: MISCELLANEOUS PROVISIONS

Section 31. Dry-taps. Dry-taps, or taps for which a meter is not provided and service is not commenced, shall be allowed on vacant premises provided that the owner acknowledges that he intends to develop, or offer for development, the property served by the dry-tap within two years of the installation of the tap; will be responsible to keep the tap location clearly identified and protected from damage by vehicles or equipment crossing over it; will be responsible for any damage done to the tap; and will pay the minimum charge.

Section 32. Use of Fire Hydrants. The County's water system is developed to rural water standards and may not have sufficient pressure for fire suppression at all, or any, fire hydrants. All fire hydrants shall be color coded in accordance with the Rules, Regulations and Specifications to indicate those which have sufficient pressure for fire suppression. Only those hydrants which are coded for fire suppression may be used by a fire department for fire suppression. No other hydrants are to be used, opened or accessed by any person other than employees, agents or contractors of the County.

Section 33. Extensions. Extensions proposed by property developers shall be allowed subject to the following conditions:

(1) The design of the extension and installation of all lines, piping and apparatus shall comply with the Rules, Regulations and Specifications and all applicable local codes and ordinances and state regulations and laws.

(2) Any extension must be approved by, and shall be subject to any additional conditions imposed by, the Board of County Commissioners.

(3) Any such extension shall be at the cost of the developer and shall be owned and operated by the County as part of the County's water system upon acceptance of the extension by the Board of County Commissioners.

Section 34. Severability. If any provision, paragraph, word, section or article of this ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, and sections, shall not be affected and shall continue in full force and effect.

Section 35. Conflicts with Other Ordinances. All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this ordinance are hereby repealed to the extent of such inconsistency or conflict. This ordinance shall take effect and be in full force from and after its lawful adoption.

Section 36. Enforcement.

(a) Any violation of any provision of this ordinance which is also a criminal violation under State law shall be prosecuted under the State law.

(b) Any violation of this ordinance which is not a violation of State law shall be a Class III misdemeanor punishable by a maximum fine of \$500 and a sentence of not greater than 20 days.

(c) In addition to any prosecution in criminal court, the County may take civil action against any violator of this ordinance to enjoin or abate any unlawful activity or condition or for damages.

Adopted by the unanimous vote of the Cumberland County Board of Commissioners upon a first reading at the regular meeting held June 20th, 2011.

RECOMMENDED ACTION: Adopt the ordinance and direct staff to enter it into the ordinance book in a final rather than draft form.

County Attorney Moorefield expounded on the above background information, stating that only one change which was recommended by the County Engineer has been made to the ordinance since the approval of this item at the June Policy Committee meeting. The change removes a minimum amount of water that is provided at minimum charge as the minimum charge is just for debt service and operations and all water is charged at the usage rate. The ordinance is being requested in order to formalize the information that can be provided to citizens in more definite terms. County Attorney Moorefield discussed in detail the questions that most citizens ask as listed above and stated the amounts shown on the chart above broken down into percentages of connectivity is likely on the high side.

Brian Sexton with Marcianno & McGougan advised the Board that his company has been discussing with management how the rate structure will be set up for this project. Mr. Sexton explained the debt service for the system and the potential for a lower cost up front by having a dry-tap fee with a two-year grace period before connecting to the system. County Manager Martin clarified for the board that the cost would truly be driven by the number of customers connecting to the system and the minimum charge shown on the chart does not include the charge for the water usage. Commissioner Keefe confirmed that if the water pipe is being made available for hookup, the resident would be charged the availability charge which would not be more than the minimum amount as established by the Board. County Manager Martin stated the system must be self-sufficient and therefore the charge would be based on the number of people who the water is made available to and the number of people who signs up for the connection. Commissioner Keefe confirmed that the debt service is based on 40 years with an interest rate of 4%.

MOTION: Commissioner King moved to adopt the ordinance as presented and to direct staff to enter it into the ordinance book in a final rather than draft form.

SECOND: Commissioner Faircloth

VOTE: UNANIMOUS

B) Guidelines for Hiring Temporary and Part-time Employees.

BACKGROUND: In April, the Policy Committee directed management to develop guidelines for certified and non-certified positions on temporary hires and part-time employees, regardless of whether they are retired. The only existing guidance on this issue is contained in Section 10-51 of the Personnel Ordinance which states that “an employee appointed for less than full-time service shall be paid at an hourly rate or at a part-time/monthly salary if one is established for the position in question, whichever is applicable.” The following proposed policy was presented to Policy Committee on June 2. The Committee voted to recommend the policy, as written, to the full Board for its consideration.

POLICY GUIDELINES FOR THE APPOINTMENT OF
EMPLOYEES FOR LESS THAN FULL-TIME SERVICE

1. Employees may be appointed for less than full-time service when it is in the best interest of the county or the department in which such appointment is made to do so. Part-time or temporary appointments shall not be made for the convenience or accommodation of an employee unless approved in writing in advance by the County Manager.
2. Conditions which might support such appointments include, without limitation, the following:
 - (a) seasonal work, *such as mowing or youth programs conducted only in the summer;*
 - (b) budget constraints, *such as not using general fund moneys to supplement the administrative allowance in grant funded programs when the amount of the administrative allowance is not sufficient to fund a full-time position;*
 - (c) unanticipated temporary increases in the regular workload which cannot be completed without incurring overtime or compensatory time for full-time employees, *such as the need for disaster assistance services on a scale beyond the capacity of the organization to provide;*
 - (d) the prolonged absence of a full-time employee whose duties cannot be readily absorbed by the other employees in the department, *such as an employee on extended medical leave or receiving specialized training or certification;*
 - (e) a limited and temporary need for an employee with specialized skills, experience or certification, *such as the contracted employment of such a person to transition Workforce Development to FTCC;*
 - (f) the maintenance of a pool of qualified employees willing to fill-in for absent regular employees on short notice and for short durations *due*

both (i) to the difficulty of scheduling operations requiring the continuous coverage of a minimum number of employees, such as the Detention Center, and (ii) to the occasional need to cover the absence of a regular employee and that position's backup personnel, such as at the county manager's reception desk

(g) under any circumstances in which the department's needs can be met most efficiently and at a lesser cost by using part-time or temporary employees.

3. Temporary or part-time personnel should not be used merely as a convenience to a department in substitution of the process of hiring and training qualified full-time employees for needed permanent positions. When making hiring decisions, department heads should consider their department's needs for the succession of qualified, trained employees to replace those employees who leave service.

RECOMMENDATION/PROPOSED ACTION: Consideration of the proposed policy.

County Attorney Moorefield provided the background information as indicated above and stated these proposed policy guidelines are formalizing current practices.

Commissioner Keefe stated he voted in favor of the proposed policy guidelines during the Policy Committee meeting, but now has a problem with Item 2.g. because it provides too much leeway. Commissioner Evans voiced his concern that the proposed policy did not meet his initial intentions, which was to open up positions to give other individuals an opportunity to fill them, nor the county's strategic plan as it relates to preparations for succession. Commissioner Faircloth asked whether the proposed policy guidelines should be referred back to the Policy Committee. Commissioner Edge responded the proposed policy guidelines had already been discussed on two or three different occasions.

MOTION: Commissioner Faircloth moved to approve the proposed policy as presented.

SECOND: Commissioner Edge

DISCUSSION: Commissioner Keefe asked Commissioner Faircloth to consider an amendment to his motion to exclude Item 2.g. Commissioner Faircloth asked whether the removal of Item 2.g. would substantively change the policy. Mr. Moorefield stated it would be appropriate and would be for the full Board's consideration at this point. Discussion followed.

Commissioner Faircloth withdrew his motion and Commissioner Edge withdrew his second. Further discussion followed. Commissioner King stated he did not feel there was a clear sense of what the policy guidelines should contain.

MOTION: Commissioner King moved that the matter be referred back to the Policy Committee for further review.

SECOND: Commissioner Faircloth

Speaking as the Policy Committee chair, Commissioner Melvin stated this matter had already been discussed several times.

SUBSTITUTE MOTION: Commissioner Melvin moved to approve the proposed policy with the exception of Item 2.g.

SECOND: Commissioner Edge

VOTE ON SUBSTITUTE MOTION: PASSED (5-2) (Voting in favor: Commissioners Edge, Melvin, Keefe, Council and Faircloth; Voting in opposition Commissioners King and Evans.)

5. Consideration of Designation of Voting Delegate for NACo Conference.

BACKGROUND: The NACo annual conference is being held July 15 – 19, 2011 and a voting delegate and alternate must be designated from Cumberland County.

RECOMMENDATION/PROPOSED ACTION: Appoint a delegate and an alternate.

MOTION: Commissioner Edge moved to appoint Commissioner King as the voting delegate.

SECOND: Commissioner Keefe

VOTE: UNANIMOUS

MOTION: Commissioner Faircloth moved to appoint Commissioner Kenneth Edge as the alternate voting delegate.

SECOND: Commissioner Keefe

VOTE: UNANIMOUS

6. Consideration of Memorandum of Understanding with FTCC Regarding the Transfer of Workforce Development Program.

BACKGROUND: The proposed terms for the transfer of Workforce Development programs to FTCC are set out in the attached agreement. All programs except the CAA and Senior Aid programs will transfer, with the adult program fully transferring on July 1, 2011, and the summer youth program fully transferring no later than August 31, 2011. This delayed transfer of the youth program is necessary to accommodate the need for continuity in payroll services for these temporary youth employees. The CAA program ends at the end of September and the Senior Aid program is a separate program that is not funded by the Workforce Investment Act.

All but one of the employees in the program will become FTCC employees, fully subject to its personnel rules and regulations. One employee who is within 18 months of retiring under the Local Government Retirement System will remain an employee of the county and be assigned to FTCC until she becomes eligible for retirement. If that

employee wants to continue to work after retirement, she will become a regular employee of FTCC, provided that her job performance has been satisfactory and subject to the availability of Workforce Development funds.

NOTE: The provisions for the transfer of the Summer Youth Program and the continued employment of the employee who will be given the opportunity to retire in the Local Government System have not been approved by FTCC at this time.

The county commits to the following continuing obligations:

- provide office space, telephone, utilities, and housekeeping services for up to five employees at the Spring Lake site for a period of three years
- consult with FTCC Board of Trustees on the appointment of WFD Board members and appoint a member of the FTCC Board of Trustees to the Workforce Development Board when that is reasonably possible
- provide supplemental annual funding in the initial amount of \$20,000, adjusted each year by the percentage change in administrative funding for the programs
- pay any cost of the transfer that cannot be paid out of Workforce Development funds

Cumberland County
North Carolina

Memorandum of Agreement

This Memorandum of Agreement entered into by and between Fayetteville Technical Community College ("College"), a body corporate operating pursuant to Chapter 115D of the North Carolina General Statutes, and Cumberland County ("County"), a local government operating pursuant to the North Carolina General Statutes. The parties agree as follows:

1. DEFINITIONS: The following definitions shall apply to this Memorandum of Agreement:

- A. "Parties" shall be defined as College and County.
- B. "Workforce Development Board functions" shall be defined as the Adult and Dislocated Worker Program and the Youth Employment Program (both of which are funded through Title I of the Workforce Investment Act). Workforce Development Board functions as defined herein shall not include any functions related to the Senior Aid Program (funded pursuant to Title V of the Older American Act) or the Career Advancement Account.
- C. "Acts" shall be defined as the Workforce Investment Act as it may be amended from time-to-time, and any regulations promulgated by the federal government to implement the Workforce Investment Act.
- D. "Transfer Date" shall be defined as the date the transfer becomes effective pursuant to Paragraph 1 entitled "Transfer of WDB Activities."

E. “Board” shall be defined as the Cumberland County Workforce Development Board and any county staff assigned to the Board to carry-out activities of the Board.

2. TRANSFER OF WDB ACTIVITIES: Subject to the terms described in this Memorandum of Agreement, the County transfers its administration of and responsibility for the Workforce Development Board functions to College and College accepts the transfer of and responsibility of same from County. The transfer of the Adult and Dislocated Worker functions shall be effective July 1, 2011. The transfer of the Youth Employment Program shall be effective at time the last program participant is removed from County’s payroll system as an employee, which date shall not be later than August 31, 2011. County shall notify college of the anticipated transfer date as soon as it can be determined.

3. TRANSFER OF EQUIPMENT: Ownership and possession of all office equipment, office furnishings, and office supplies purchased with monies derived from the Workforce Investment Act to further the Workforce Development Board functions are hereby transferred and assigned to College. The County certifies that all such equipment, office furnishings, and office supplies with a value of five hundred dollars (\$500) or more are listed in Appendix A. College shall assume all responsibilities of ownership associated with ownership of each item described in Appendix A and shall maintain these items as required by the terms of the applicable laws, and regulations. In the event that equipment and/or furnishings not listed in Appendix A are identified as having been purchased in whole or in part with monies received pursuant to the Acts (“Omitted Equipment”), County shall, at the College’s sole discretion, either transfer ownership and possession of the Omitted Equipment to College or reimburse College the fair market value, as of July 1, 2011, of the Omitted Equipment.

4. ASSIGNMENT OF FUNDING: County and College shall notify all entities providing funding for Workforce Development Board functions of the transfer of the functions from County to College. County and College shall complete and submit any required documentation required to assign or transfer funding from all applicable funding sources of the Workforce Development Board functions to College. To the extent that funding for any Workforce Development Board function is not transferred to College, County, in its sole discretion, shall provide College funds in an amount equal to the funding not transferred for any Workforce Development Board functions or the administration of such Workforce Development Board functions shall revert to the County and the County shall bear responsibility for such function(s).

5. TRANSFER OF EMPLOYEES: College shall accept from the County the transfer of employment of up to 13 employees currently assigned to conduct the activities of the Board (“WDB Employees”). One additional employee, to be identified by the County at the time of transfer of the program, shall remain an employee of County, shall continue to accrue leave and benefits as a County employee, and shall continue to be entered into the County’s payroll system until this employee becomes eligible to retire in the Local Government Retirement System, which shall not be for more than eighteen (18) months from July 1, 2011. Although this employee shall continue during this time period as a County employee, this employee shall be assigned to work in the Workforce Development Board functions under the direction, supervision and control of College. College may terminate the assignment of this

County employee for any cause arising out of the work performance of this employee, consistently with the personnel rules and regulations applicable to all College employees and upon written notice to the County Manager. College shall pay County the direct payroll cost of this employee to County. Upon this employee becoming eligible to retire under the Local Government Retirement System, this employee shall retire from County employment. At that time, if this employee chooses to remain employed after retirement, College shall accept this employee as a regular College employee in the Workforce Development functions, provided that this employee's job performance has been satisfactory and subject to the availability of continued funding for this position through Workforce Development funds. To the extent that any individual WDB Employee may have accumulated either vacation or annual leave, the College will accept the transfer of up to 40 hours of such leave. College shall not accept the transfer of any other form of leave which WDD Employee may have accumulated, including without limitation, sick leave. WDB Employees shall be encouraged by College, County, and Board to contact the Local Government retirement system to confirm the specific effect on their individual retirement account of their transfer of employment from County to College. Employees shall earn benefits through College as provided in College policies.

6. **ASSIGNMENT OF LEASES AND OTHER CONTRACTS:** To the extent permitted, County assigns to College its lease for facilities at 410 Ray Avenue, Fayetteville, North Carolina and College accepts and agreed to fulfill all County obligations stated in said lease. County and College shall notify Lessor of such assignment and shall seek Lessor's approval of said assignment. County and FTCC shall cooperate in the assignment of any and all other existing leases or contract necessary to the proper fulfillment of the Workforce Development Board functions.

7. **SPRING LAKE SITE:** For a period of three years, County shall provide, at its own expense, office space, telephone service, electrical service, water service, trash collection service, housekeeping service, and access to a facsimile and copier, in like quality of the County's other offices, for five College employees engaged in Workforce Development Board functions whose employment functions are, on the Transfer Date, performed at the Cumberland County Resource Center in Spring Lake, North Carolina. In the event College transfers the functions of any such College employee to an alternate location, County shall be relieved of the responsibility for providing office space and other services for such transferred employee. In the event of any transfer, College shall notify County, in writing, of any such transfer.

8. **WORKFORCE DEVELOPMENT BOARD MEMBERSHIP:** The Parties recognize the County's non-delegable, legal duty to appoint members to the Cumberland County Workforce Development Board. Prior to making any appointment to the Workforce Development Board, County shall share with College the names of its nominees and shall seek the College's advice regarding the potential appointment of the nominees to the Cumberland County Workforce Development Board. To the extent reasonably possible, County shall appoint a member of the Trustees of Fayetteville Technical Community College to the Cumberland County Workforce Development Board at anytime a member of the Trustees of Fayetteville Technical Community College is not serving on the Cumberland County Workforce Development Board.

9. INDEMNIFICATION: To the extent permitted by law, County indemnifies and holds College harmless for any and all damages, whether sounding in tort or contract, associated with the operation of the Cumberland County Workforce Development Board prior to the Transfer Date. To the extent that any entity with oversight of the Cumberland County Workforce Development Board and its activities determines that any County or Workforce Development Board expenditure of Workforce Investment Act funds or associated grants was not authorized or permitted by applicable laws, regulations, contracts, or grants and such expenditure occurred prior to Transfer Date, County, at its sole expense, shall reimburse, College or Workforce Development Board for such expenditure which College or Workforce Development Board becomes obligated to repay.

10. SUPPLEMENTAL FUNDING: On July 1, 2011, County shall provide College up to twenty Thousand Dollars (\$20,000) to supplement the budget of Workforce Development Board functions. On July 1 of each year thereafter, County shall provide College supplemental funding equal to the supplemental funding provided College pursuant to this paragraph in the previous year increased or decreased in an amount proportional to any increase or decrease in the then current year's administrative funding.

11. COSTS OF TRANSFER: To the fullest extent possible, Workforce Development Board funds shall be utilized for costs associated with the transfer of the Workforce Development Board functions to FTCC. To the extent such is not possible, County shall bear any expenses directly associated with the transfer of the Workforce Development Board functions.

This the _____, day of _____ 2011.

For College

For County

RECOMMENDATION/PROPOSED ACTION: Consideration/approval of the proposed agreement subject to minor modification upon final approval by FTCC.

County Attorney Moorefield provided the above background information and stated he has not heard back from FTCC regarding the provisions for the transfer of the Summer Youth Program or the continued employment of the employee who will be given the opportunity to retire in the Local Government System. Mr. Moorefield stated he did not foresee any issues with either of the provisions. Moorefield outlined the county's continuing obligations as indicated in the background information above.

MOTION: Commissioner Keefe moved to approve the proposed agreement subject to minor modifications upon final approval by FTCC.

SECOND: Commissioner King

VOTE: UNANIMOUS

7. Update on Refinancing of Two Prior Installment Contracts in the Amount of \$44.5M originally scheduled to be issued in January of 2011 with the 2010 QSCBS's.

BACKGROUND: Management advised the Board during October of 2010, that two prior debt issues in the amount of \$44.5M were eligible for refunding based upon prevailing market conditions at that time. That refunding would have replaced original 2008 debt issues for the Public Health Center and Grays Creek High School. Management recommended combining the sale of the QSCB's and this refunding opportunity as long as the market conditions remained favorable.

The county actually issued the QSCB's in January 2011. However, municipal market conditions deteriorated and we made the decision to withdraw the refunding from the QSCB sale. We have continued to monitor market conditions and believe that the opportunity may now exist to move forward with this refunding. The most current analysis indicates potential savings of \$1.355M or net present value savings of 3.39% and approximately \$150,000 in annual savings through 2028.

Management recommends moving forward with this refunding opportunity if market conditions remain favorable. All necessary approvals from this Board and the Local Government Commission (LGC) were obtained in 2010 when the sale was originally contemplated. We have contacted the LGC regarding this current market evaluation, and have received a sale date of June 29, 2011.

RECOMMENDATION/PROPOSED ACTION: Approve the recommendation from management to proceed forward with the refunding of the Public Health Center and Grays Creek High School and authorize the execution and delivery of documents to finalize this transaction.

MOTION: Commissioner King moved to approve the recommendation from management to proceed forward with the refunding of the Public Health Center and Grays Creek High School and authorize the execution and delivery of documents to finalize this transaction.

SECOND: Commissioner Melvin

VOTE: UNANIMOUS

8. Consideration of Preliminary Redistricting Analysis

DISCUSSION: Alternatives A through D shown on the attached maps meet the legal requirements for redistricting and eliminate any precincts being split between the two districts. The map designated as Table 1 shows the current district boundaries. Table 1 provides the raw data for the maps. *The maps and Table 1 containing the raw data are attached to these minutes and incorporated herein by reference as Attachment B.*

The four alternatives compare as follows:

Impacts on Population:

All four alternatives produce deviations that are within the 10% allowance and are shown in rank order from smallest to largest deviation as follows:

| | |
|-----------------------------|-------|
| Alternative A, deviation of | 0.25% |
| Alternative B, deviation of | 5.10% |
| Alternative D, deviation of | 5.64% |
| Alternative C, deviation of | 8.29% |

Alternative A is near perfect in population distribution.

Impacts on Racial Demographics:

There is not a significant difference in the racial demographics among any of the alternatives and District 1 as it currently exists. The rounded percentage for each is: white-39%, African-American-48%, and other-13%.

Impacts on Voter Registration:

Table 3 shows the data by numbers of voters and the percentages. Like the racial demographics, there is not a significant difference among any of the alternatives with regard to voter registration by race. The percentages for each alternative are shown in rank order from largest to smallest percentage of registered African-American voters as follows:

Split Precincts:

Currently the split precincts are Westarea 1, Cross Creek 23-1, Cross Creek 22, Cross Creek 9, Eastover 1, Cross Creek 2, Judson-Vander, Auman 1, Cross Creek 28-1 and Cross Creek 28-2. These split precincts are distributed to the same district in each alternative with the exceptions of Cross Creek 2 and Auman 1.

Westarea 1, Cross Creek 9, Cross Creek 28-1 and Cross Creek 28-2 are completely distributed to District 1 in each alternative.

Cross Creek 23-1, Cross Creek 22, Eastover 1 and Judson-Vander are completely distributed to District 2 in each alternative.

Cross Creek 2 is completely distributed to District 1 in Alternatives A, B and D and is completely distributed to District 2 in Alternative C.

Auman 1 is completely distributed to District 2 in Alternatives A, B and C and is completely distributed to District 1 in Alternative D.

None of the alternatives contain any split precincts.

Affected Precincts:

Other than the split precincts, each of the alternatives shifts Cross Creek 25, Cross Creek 27 and Montibello Precincts from District 2 to District 1. That leaves only six precincts that are affected differently by the alternatives.

Summary of Impacts:

None of the alternatives significantly change the racial demographics of the population or voter registration as is currently found in District 1. The real differences among the alternatives are the impacts on the numbers of people and precincts that may be shifted from District 2 to District 1.

Alternative A clearly impacts the least number of people and precincts.

Alternative C clearly impacts the most number of people and precincts.

Alternatives B and D create about the same impacts on people and precincts with those impacts being on precincts north of Raeford Road with Alternative B and south of Raeford Road with Alternative D.

ACTION NEEDED: The Board should decide whether it wishes to hire a professional consultant or have staff to continue this process. Whether the decision is made to continue this process with staff or hire a consultant, the Board should also give direction as to which of the alternatives presented should be further developed or whether additional alternatives should be developed. This process needs to be kept on track to accommodate timely preclearance submission to the Department of Justice.

Mr. Moorefield advised Matt Rooney of the Planning and Inspections Department had done an outstanding job preparing four potential reconfigurations of the geographic boundaries of the districts which shift territory and population from District 2 to District 1. Mr. Moorefield referenced the four alternative proposals outlined above and reviewed the action requested of the Board. Mr. Moorefield stated both he and Matt Rooney were available for questions. Commissioner King stated he felt staff had the capacity to do the job.

MOTION: Commissioner King moved to direct staff to proceed with the conclusion of the maps and population requirements to meet the Department of Justice requirements.

SECOND: Commissioner Melvin

VOTE: UNANIMOUS

Chairman Edge reminded the Board that the submission to the Department of Justice had to be made by September and asked the Board to consider which plan they favored. Mr. Moorefield advised both he and Mr. Rooney were awaiting guidance from the Board and would be available to the commissioners.

9. Consideration of Amendment No. 1 to the Moseley Architects Agreement for Architectural Services for the Cumberland County Detention Center Expansion.

BACKGROUND: At its June 14 Budget Work Session, the Board considered the proposed contract for architectural services for the detention center expansion. A copy of the proposed contract was provided at that meeting. The contract was not approved and the chairman directed that it be placed on the June 20 agenda with staff to continue discussions with the architect with respect to further justification for the fee with the county using the CMAR method of construction. Some of the board members expressed concern that the county would be paying both the architect and the CMAR for services to be provided by the CMAR. Some of the board members expressed concern that every effort be made to avoid a situation like that which occurred with the construction of the detention center when inferior galvanized pipe was substituted for copper pipe without notice to the county.

The county manager recommended the contract and reported that the county engineer recommended the contract. The county attorney reported that he was satisfied that the language in the contract clearly delineated the role of the architect with respect to the CMAR. The county attorney further reported that although the fee had not been reduced commensurately with the reduction in responsibilities for bidding, the fee could be regarded as a lump sum arrangement that was not specifically related to the amount of work required. The county attorney further advised that this was a contract for very basic architectural services and that further professional fees would be incurred for inspections and quality control.

The county attorney reported the board's action to the architect on June 15 and had not received a response at the time this agenda item was submitted.

RECOMMENDATION/PROPOSED ACTION: Final consideration of the proposed contract.

Mr. Martin reviewed the background information indicated above and stated as of this afternoon, the fee under discussion had been reduced by a total of \$35,000, as opposed to the initial \$5,000 reduction. Mr. Martin recommended approval of the amendment.

MOTION: Commissioner Faircloth moved to approve Amendment No. 1 to the Moseley Architects Agreement for Architectural Services.

SECOND: Commissioner King

VOTE: UNANIMOUS

The Board of Commissioners expressed their appreciation to Dan Mace, Moseley Architects, Inc., for working with them on this matter. Mr. Moorefield advised Mr. Mace had left two contracts for the chairman's signature.

10. Nominations to Boards and Committees

Commissioner Council recalled Item 8. of agreement with FTCC for the Workforce Development Program and asked if the Board should continue with their nomination for the

upcoming vacancy on the Workforce Development Board. Mr. Martin responded in the affirmative.

A. Adult Care Home Community Advisory Committee (1 Vacancy)

Commissioner King nominated Harry Southerland.

B. Cumberland County Workforce Development Board (1 Vacancy)

Commissioner Melvin nominated Catherine Johnson.

C. Cumberland County Criminal Justice Partnership Advisory Board (1 Vacancy)

Commissioner Council nominated Diane Shelton.

D. Cumberland County Home and Community Care Block Grant Committee
(1 Vacancy)

Commissioner Edge nominated Donald Wire.

E. Parks and Recreation Advisory Commission (4 Vacancies)

Commissioner Faircloth nominated J. D. Pone, Sr. and Dean H. Smelcer, Jr. for three-year terms, and John Goetke and Tom Cain for two-year terms. Commissioner King nominated Willie Cooper for a three-year term.

11. Appointments to Boards and Committees

A) Adult Care Home Community Advisory Committee (2 Vacancies)

Nominees: Mary Ann Ayars (Reappointment)
Rasheedah Reid

B) Child Homicide Identification and Prevention (CHIP) Council (1 Vacancy)

Nominee: A Representative of the Cumberland County Board of Commissioners

Commissioner Marshall Faircloth (Reappointment)

C) Cumberland County Juvenile Crime Prevention Council (1 Vacancy)

Nominee: At-Large Representative

Doug Parrish (Reappointment)

D. Joint Appearance Commission (2 Vacancies)

Nominees: Susan Reid
Victor Hogan

E. Nursing Home Advisory Board (3 Vacancies)

Nominees: Tom Lloyd (Reappointment)
Sonja Council (Reappointment)
Clyde E. Hammond (Reappointment)

MOTION: Commissioner Faircloth moved to appoint all nominees in Items 11.A. through 11.E.

SECOND: Commissioner King

VOTE: UNANIMOUS

F. Southeastern Economic Development Commission (SEDC) (1 Vacancy)

Mr. Martin stated historically a member of county management has been appointed to serve on the Executive Committee SEDC and he would suggest that the Board consider appointing Deputy County Manager Amy Cannon.

MOTION: Commissioner King moved to appoint Deputy County Manager Amy Cannon to the Southeastern Economic Development Commission.

SECOND: Commissioner Council

VOTE: UNANIMOUS

Commissioner Faircloth asked if appointments could also be made to the Parks and Recreation Advisory Commission. Commissioner Faircloth stated the consensus at the last meeting of the Parks and Recreation Board was for two members to be reappointed for three-year terms and for two members to be reappointed for two-year terms. Commissioner King expressed concern that the Board could be opening a door. A brief discussion followed. Commissioner Keefe suggested that each commissioner get four votes and the top two vote-getters get a three-year term and the next two vote-getters get a two-year term

J. D. Pone, Sr. received seven votes for a three-year term (Commissioners King, Evans, Faircloth, Edge, Council, Melvin and Keefe); Dean H. Smelcer, Jr. received six votes for a three-year term (Commissioners King, Faircloth, Council, Melvin and Keefe); John Goetke received four votes for a two-year term (Commissioners Faircloth, Edge, Council and Melvin); Tom Cain received four votes for a two-year term (Commissioners Evans, Faircloth, Edge and Melvin); and Willie Cooper received three votes (Commissioners King, Council, and Keefe).

Chairman Edge recessed the Cumberland County Board of Commissioners' meeting and convened the Norcross Water and Sewer District Governing Board meeting.

1. Approval of Minutes for the May 16, 2011 Regular Meeting

MOTION: Commissioner Melvin moved to approve the May 16, 2011 meeting minutes.
SECOND: Commissioner Council
VOTE: UNANIMOUS

2. Consideration of Award of Bid for the Manhole Rehabilitation in the Town of Wade

MOTION: Commissioner Council moved to follow the recommendation of management.
SECOND: Commissioner Melvin
VOTE: UNANIMOUS

3. Any Other Matters of Business

There were further matters of business.

Chairman Edge adjourned the Norcross Water and Sewer District Governing Board meeting and reconvened the Cumberland County Board of Commissioners' meeting.

12. Closed Session:
- A. Economic Development Matter Pursuant to NCGS 143.318(11)(a)4
 - B. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3).

MOTION: Commissioner King moved to go into Closed Session.
SECOND: Commissioner Council
VOTE: UNANIMOUS

MOTION: Commissioner Faircloth moved to go into Open Session.
SECOND: Commissioner King
VOTE: UNANIMOUS

MOTION: Commissioner Keefe moved to adjourn.
SECOND: Commissioner Faircloth
VOTE: UNANIMOUS

There being no further business, the meeting adjourned at 9:30 p.m.

Approved with/without revision:

Respectfully submitted,

Candice H. White
Clerk to the Board