

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
MONDAY, DECEMBER 7, 2015 – 9:00 AM
117 DICK STREET, 1ST FLOOR, ROOM 118
REGULAR MINUTES

PRESENT: Commissioner Kenneth Edge, Chairman
Commissioner Marshall Faircloth, Vice Chairman
Commissioner Glenn Adams
Commissioner Jeannette Council
Commissioner Charles Evans
Commissioner Larry Lancaster
Amy Cannon, County Manager
Tracy Jackson, Assistant County Manager
Rick Moorefield, County Attorney
Phyllis Jones, Assistant County Attorney
Rob Hasty, Assistant County Attorney
Sally Shutt, Governmental Affairs Officer
Vicki Evans, Finance Director
Deborah Shaw, Budget Analyst
Joel Strickland, FAMPO Executive Director
Randy Beeman, Emergency Services Director
Brenda Jackson, Department of Social Services Director
Jeffrey Brown, Infrastructure and Engineering Director
Dr. John Lauby, Animal Services Director
Rodney Jenkins, Health Department Assistant Director
Joe Utley, Tax Administrator
Julean Self, Human Resources Assistant Director
Jody Risacher, Library and Information Center Director
Sylvia McLean, Community Development Director
Austin Keating, Child Support Director
Representative Billy Richardson, NC State House 44th District
Candice H. White, Clerk to the Board
Kellie Beam, Deputy Clerk to the Board
Press

ABSENT: Commissioner Jimmy Keefe

Chairman Edge called the meeting to order.

INVOCATION AND PLEDGE OF ALLEGIANCE – Rev. Dr. J. Richard McDuffie, Jr., Pastor of Westminster Presbyterian Church, provided the invocation followed by the Pledge of Allegiance to the American Flag.

Special Presentation:

Amy Cannon, County Manager, recognized Representative Billy Richardson, N.C. State House of Representatives 44th District. Representative Richardson stated it was an honor and privilege to stand before the Cumberland County Commissioners who are a shining example of cooperative government and present the Order of the Long Leaf Pine to Commissioner Edge on behalf of the Governor of North Carolina. Representative Richardson stated the Order of the Long Leaf Pine is among the most prestigious awards presented by the Governor to individuals who have a proven record of extraordinary service to the state and contributions to their community. Representative Richardson spoke to Commissioner Edge's many years of dedicated service as an educator, school board member and County Commissioner.

Chairman Edge expressed his appreciation for the Order of the Long Leaf Pine award.

Chairman Edge delivered the following remarks as the outgoing chairman:

Last year when I assumed the chairmanship, I stated that our number one goal as commissioners was to provide County employees with a pay increase. We were able to do that with a 3 percent cost-of-living raise in the FY2016 Budget. It was the first pay increase in three years for our county employees.

I want to take a few moments to highlight some other accomplishments over the last year.

As part of our strategic goal to ensure a safe and healthy community by providing needed services to our citizens:

- Our new crime lab opened in June, jointly funded by the county and the city.
- Our Detention Center started a Critical Time Intervention post-booking diversion program in partnership with Alliance Behavioral Healthcare. The program is funded by a state grant and conducts reentry planning and case management with eligible detainees who have psychotic and other serious behavioral health disorders.
- We strengthened our Animal Control ordinance by increasing the fine charged to pet owners whose dogs bite individuals, who as a result require medical treatment.
- We also expanded our ordinance regarding weapons on County property to include prohibiting open carry of firearms.
- The City and County approved funding for a joint 911 call center feasibility study to look at co-locating and/or consolidating our communications centers.
- We identified homelessness as a priority and the commissioners approved an interlocal agreement last month for a joint homeless initiative with the city to include funding two positions – a homelessness coordinator and data and evaluation analyst. The city will be discussing the interlocal agreement in January.

We made several advances in improving our infrastructure.

- A detailed Capital Improvement Plan was included in the FY2016 budget and Finance and Engineering staff are exploring financing options to fund three-year CIP items for parking lots, roofs and building exteriors.
- We continue to advance our technology capabilities.
 - The Register of Deeds Office now offers instant land records recording.
 - We have free Wi-Fi in the Courthouse.
 - We are converting to electronic records and an Enterprise Resource Planning software system for finance, payroll and human resources.
- We have several public utilities projects moving forward.
 - Construction has been completed on the Bullard Circle water project and our Public Utilities section is going through the punch list before the system goes online
 - We have received USDA funding for the Bragg Estates Sewer project and a community meeting was held Dec. 1 to keep citizens informed.
 - We approved Kansas City Sausage Company's request to connect a sausage production plant near the Cumberland County line in Sampson County to the Norcross sewer system. Once completed, the plant is expected to create 177 jobs.

We laid the groundwork this year for changing how we handle economic development. We entered into an interlocal agreement with the city to establish a new economic development board, and the members have been appointed. We are eagerly moving forward under the new structure.

I began by talking about our employees, and I want to end there. We recognize the importance of our employees' health, not only for them as individuals, but also for our entire organization. This year, we restructured our employee Wellness Services program and contracted with a vendor to run our employee clinic, which reopened in June.

During the budget process, County Manager Amy Cannon outlined a business intelligence initiative designed to look for efficiencies in our business practices in order to work smarter and more cost-effectively – with the goal of providing better customer service. I have already seen this in action. The County's mailroom moved from the Courthouse to the Print Shop in the Building Maintenance Facility, and they combined operations into the newly formed – Print, Mail and Design Services.

I expect we will hear more success stories in 2016 as our business analysts review our processes and recommend changes.

Chairman Edge then delivered the following announcement:

Today, I am announcing that I will not be filing for re-election in 2016. I want to sincerely thank the citizens of Cumberland County for electing me to serve sixteen years as a Cumberland County Commissioner and six years as a Cumberland County school board member. Serving has been an honor and a privilege. The rewards have been much greater than the challenges. Challenges will continue for those who remain in elected office and those who are elected in the future.

Serving with all of you who will continue as commissioners and others on previous boards will always have a special place in my heart and I thank you for your tutelage, patience, kindness and memories that we share.

I would especially like to thank my wife, Brenda for her support throughout the years. All of you can attest to the fact that you can't serve in this capacity without the support of your spouse as well as your family and friends.

I treasure the relationships that I have developed through the years with those in elected office and the employees who work and have worked for the county.

Public service, both in and out of elected office will continue to be part of my life. I hope my colleagues will consider appointing me to some board or committee after I finish my term in December of 2016. I look forward to the next adventure.

1. Election of Officers:

A. Chairman

MOTION: Commissioner Council moved to nominate and appoint Vice Chairman Faircloth as Chairman for 2016 by acclamation.

SECOND: Commissioner Edge

VOTE: UNANIMOUS (6-0)

B. Vice Chairman

MOTION: Commissioner Edge moved to nominate and appoint Commissioner Adams as Vice Chairman for 2016 by acclamation.

SECOND: Commissioner Evans

VOTE: UNANIMOUS (6-0)

2. Presentation of Plaque to Outgoing Chairman

Chairman Faircloth presented a plaque to outgoing Chairman Edge in grateful appreciation of his leadership as Chairman of the Cumberland County Board of Commissioners from December 4, 2006 - December 3, 2007; December 6, 2010 – December 5, 2011; and December 1, 2014 – December 7, 2015.

3. Approval of Agenda

MOTION: Commissioner Adams moved to approve the agenda.

SECOND: Commissioner Evans

VOTE: UNANIMOUS (6-0)

4. Consent Agenda

A. Approval of minutes for the November 16, 2015 regular meeting

B. Approval of Bonds for Public Officials

BACKGROUND:

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

RECOMMENDATION/PROPOSED ACTION:

Approve the bonds listed below.

<u>Name/Position</u>	<u>Amount</u>	<u>Expires</u>	<u>Broker</u>	<u>Carrier</u>
Finance Officer (Vicki Evans – County of Cumberland)	\$100,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Vicki Evans – Eastover Sanitary District)	\$ 50,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Finance Officer (Vicki Evans – Norcross Water and Sewer District)	\$ 50,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Finance Director (Vicki Evans – Tourism Development Authority)	\$ 50,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Accounting Supervisor (Robert Tucker – County of Cumberland)	\$ 50,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Deputy Finance Officer (Robert Tucker – Eastover Sanitary District)	\$ 20,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
<u>Name/Position</u>	<u>Amount</u>	<u>Expires</u>	<u>Broker</u>	<u>Carrier</u>
Register of Deeds (J. Lee Warren, Jr.)	\$ 25,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Tax Administrator (Joe Utley)	\$200,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Sheriff (Earl Butler)	\$ 25,000	12-03-18	Marsh	Ohio Casualty Ins. Co.
Sheriff's Office (Chief Deputy Ennis Wright)	\$ 20,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Social Services (Brenda Reid Jackson)	\$ 20,000	Indefinite	Marsh	Ohio Casualty Ins. Co.
Community Development (Sylvia McLean)	\$ 20,000	Indefinite	Marsh	Ohio Casualty Ins. Co.

C. Approval of Grant of Franchise for Operation of Courthouse and DSS Snack Bars
– 2nd Reading

BACKGROUND:

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

Grant of a franchise requires two readings.

RECOMMENDATION/PROPOSED ACTION:

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

NORTH CAROLINA

COUNTY OF CUMBERLAND

SNACK BAR FRANCHISE AGREEMENT

First Reading November 16, 2015

Second Reading December 7, 2015

THIS AGREEMENT, made and entered into December _____, 2015, by and between SHANA B. YI and JAE YONG YI (LEE), d/b/a Go 'N Joy Restaurant, located at 412½-A North Bragg Boulevard, Spring Lake, North Carolina 28390, hereinafter referred to as "FRANCHISEE", and the COUNTY OF CUMBERLAND, a body politic and corporate of North Carolina, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

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

WHEREAS, the COUNTY, through its Board of Commissioners, approved the grant of a franchise for the operation of these two snack bars to the FRANCHISEE upon a second reading at the regular meeting of the Board of Commissioners held December 7, 2015; and

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

WHEREAS, FRANCHISEE was the sole respondent to the County's Request for Proposal dated October 8, 2015 and desires to continue to provide the food services at the DSS Snack Bar and the Courthouse Snack Bar; and

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

WHEREAS, the Board of Commissioners desires to grant the described franchises under the terms in this franchise agreement.

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

1. TERM: The FRANCHISEE shall utilize the spaces occupied by the Courthouse Snack Bar and the DSS Snack Bar for the continued operation of those Snack Bars from January 1, 2016 through December 31, 2019. FRANCHISEE shall have the option to renew this franchise agreement for an additional three years in one year increments.
2. AGENCY AND AUTHORITY: The COUNTY hereby designates Assistant County Manager Tracy Jackson as its agent with respect to this Agreement. The Assistant County Manager is authorized, on behalf of the COUNTY, to negotiate directly with the FRANCHISEE on all matters pertaining to this Agreement. The FRANCHISEE agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be with the Assistant County Manager. Further, the FRANCHISEE specifically agrees that it shall not implement any requested modifications in the specifications of any of the services subject to this Agreement except in the manner described in the paragraph entitled MODIFICATION.

3. SERVICES:

- a. During the term of this Agreement, COUNTY agrees that the FRANCHISEE shall be authorized to operate a Snack Bar for the purpose of providing food services at the Cumberland County Courthouse, 117 Dick Street, Fayetteville, North Carolina 28301 and at the DSS Building, 1225 Ramsey Street, Fayetteville, North Carolina 28301 (the Snack Bars). The FRANCHISEE has provided, at FRANCHISEE'S own expense, all the construction and equipment necessary to operate these snack bars and FRANCHISEE'S construction and equipment have been approved by the COUNTY. No external signage shall be allowed.
 - b. Food and drink items which are sold at the Snack Bars shall be palatable and of high quality. Prices charged for food and drink shall be no higher than that charged for similar merchandise in other similarly situated local places of business. Said prices are subject to reasonable, periodic adjustments by the FRANCHISEE in order to maintain reasonable profit margins in the operation of the Snack Bars.
 - c. The hours of operation for the FRANCHISEE to provide food services at the Snack Bars shall be weekdays from 7:30 a.m. until 3:00 p.m., closed Saturdays and Sundays, and COUNTY recognized holidays.
 - d. The FRANCHISEE shall employ adequate personnel to provide the needed food services and render prompt, courteous service. The FRANCHISEE will keep the kitchen facilities and equipment clean and orderly.
 - e. Trash disposal services, convenient to the Snack Bars, shall be provided by the COUNTY.
 - f. The FRANCHISEE shall operate the Snack Bars as an independent business enterprise, and shall hire and pay the wages and compensation of all its employees and agents. The FRANCHISEE shall be responsible for the conduct of its employees and agents.
 - g. The FRANCHISEE shall not use or occupy, nor permit the Snack Bars or any part thereof, to be used or occupied for any unlawful business use or purpose deemed disreputable or extra hazardous or which will constitute a public or private nuisance or which is in any way detrimental, harmful, or prejudicial to the COUNTY, or is in violation of any laws, regulations, ordinances or codes, present or future.
 - h. If the COUNTY deems the performance of the FRANCHISEE and the operation of the Snack Bars as unsatisfactory for any reason, COUNTY will notify the FRANCHISEE in writing, providing details of said unsatisfactory performance. FRANCHISEE shall have thirty (30) days to eliminate any deficiencies. Failure to eliminate the deficiencies shall result in termination pursuant to paragraph 12.
 - i. In its operation of the Snack Bars, FRANCHISEE shall maintain a Grade "A" Health Inspection Rating issued by the North Carolina Department of Health and Human Resources, Division of Environmental Health Services. Failure to do so shall result in the immediate termination of the agreement.
 - j. Only those foods that have been properly inspected by U.S. Government agencies, and maintained according to Cumberland County Health Department standards may be utilized by the Snack Bar.
4. RECORD KEEPING: The FRANCHISEE agrees to keep its books, documents, and records relating to the provision of food services under this Agreement for a minimum of one year after the expiration of this franchise.
5. FEES: During the term of this Agreement, FRANCHISEE shall pay to the COUNTY Six Percent (6%) of the net sales generated by each of the Snack Bars ("the Commission") with a minimum Commission of \$500.00 per month for each of the Snack Bars. The term "net sales" shall mean the gross receipts of the Snack Bars less sales tax and

discounts. The Commission shall be paid monthly, by the 15th day of the following month (i.e.: the Commission payable for the month of December shall be paid by January 15th). FRANCHISEE shall provide proof of sales to Cumberland County in the form of a copy of its "Monthly Business Report", along with a copy of cash register tapes, invoices, or other documentation as required by the County. Payments shall be made by check payable to "Cumberland County". Monthly checks and reporting information shall be mailed to: Cumberland County; Attention Tracy Jackson; P. O. Box 1829; Fayetteville, NC 28302-1829.

FRANCHISEE shall maintain a point-of-sale system and accept patron debit and credit cards at each location.

- 6. UTILITIES: The COUNTY shall provide, at its own expense, to the FRANCHISEE power and water utilities necessitated by the operation of the Snack Bars to include the provision of potable water, all lighting, heating, and cooling requirements for the operation of each of the Snack Bars. The COUNTY shall provide electrical service for all equipment and outlets at the Snack Bars. Any natural gas service shall be provided by FRANCHISEE.
- 7. MAINTENANCE: The FRANCHISEE shall maintain and leave said premises in substantially as good condition as when received by it, excepting reasonable wear and tear. The FRANCHISEE shall provide all of the janitorial services necessary to properly maintain the snack bar.
- 8. LICENSING: The FRANCHISEE shall obtain, at its own expense, the necessary business and health inspection licenses from the State of North Carolina and the Cumberland County Board of Health and shall continuously comply with all applicable Federal, State, County and City of Fayetteville laws, ordinances and regulations.
- 9. INSURANCE AND HOLD HARMLESS PROVISIONS: The FRANCHISEE shall, at its sole cost and expense, secure and constantly maintain during the term of this Agreement public liability and property damage insurance and Workmen's Compensation insurance in the minimum amounts as follows:
 - a. Bodily Injury \$ 500,000.00 for each occurrence, and \$1,000,000.00 aggregate
 - b. Property Damage \$ 500,000.00 for each occurrence, and \$1,000,000.00 aggregate
 - c. Workmen's Compensation insurance covering all of the FRANCHISEE's employees who are engaged in any work at the Snack Bars. The coverage shall meet all statutory requirements.

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

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

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

For FRANCHISEE:
Shana B. Yi

For COUNTY:
Tracy Jackson

304 Wagoner Drive
Fayetteville, NC 28303
(910) 487-6919

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

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

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

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

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

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

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

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

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

Section 1. Purpose:

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

Section 2. Franchise Granted:

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

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

- D. Approval of a Resolution to Lease Certain Real Property to Cumberland County Communicare, Inc.

BACKGROUND:

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

RECOMMENDATION/PROPOSED ACTION:

Adopt the following resolution:

The Cumberland County Board of Commissioners finds:

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

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

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

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

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

LEASE AGREEMENT

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

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

W I T N E S S E T H:

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

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

1. TERM: The Lease shall commence the 2nd day of November, 2015, and unless sooner terminated, continue for three (3) years to June 30, 2018.
2. RENT: The rent shall be at an annual rate of FORTY-ONE THOUSAND THREE HUNDRED EIGHT DOLLARS (\$41,308). The rent shall be payable in quarterly installments beginning on July 1st each year.
3. DEPOSIT: LESSOR shall not require a security deposit from the LESSEE.
4. SERVICES: LESSOR covenants and agrees to furnish the leased premises with electrical service suitable for the intended use as general office space (including dedicated ground circuits for computer operation), including fluorescent tube and ballast replacements, heating and air conditioning for the comfortable use and occupancy of the leased premises, plus supplying and maintaining building common areas and restroom facilities, including hot and cold water, and sewage disposal in the building in which the leased premises are located. If the premises have a security system, Lessor will maintain it in good working order.
5. PARKING LOT: LESSEE shall have the right of shared use and enjoyment of the building's parking areas at no charge to the LESSEE.
6. ASSIGNMENT OR SUB-LEASE: The LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR. Such written consent will not be unreasonably withheld by LESSOR.
7. USE AND POSSESSION: It is understood that the leased premises are to be used for general office purposes and for no other purposes without prior written consent of LESSOR. LESSEE shall not use the leased premises for any unlawful purpose or so as to constitute a nuisance. LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear and damage by accidental fire or other casualty.
8. DESTRUCTION OF PREMISES: In the event that said building is damaged by fire, windstorm, or an act of God, so as to materially affect the use of the building and premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate, provided further that the LESSEE shall pay no rent during the period of time that the premises are unfit for occupancy and use.
9. CONDEMNATION: If during the term of this lease or any renewal period thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public

authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to the LESSEE. The LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of the LESSEE for injury, damage or destruction of the LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purposes leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of leased premises taken. In no event shall the LESSOR be liable to the LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.

10. INTERRUPTION OF SERVICE: LESSOR shall not be or become liable for damages to LESSEE alleged to be caused or occasioned by or in any way connected with or the result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, heating, or air conditioning systems. However, upon receipt of actual notice of any such interruption, defect or breakdown, LESSOR will take such steps as are reasonable to restore any such interrupted service to remedy any such defect.
11. LESSOR'S RIGHT TO INSPECT: The LESSOR shall have the right, at reasonable times during the term of this lease, to enter the leased premises, for the purposes of examining and inspecting same and of making such repairs or alterations therein as the LESSOR shall deem necessary.
12. INSURANCE: LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$500,000 per occurrence and naming LESSOR as an additional named insured.
13. MAINTENANCE OF STRUCTURE: LESSOR shall be responsible for the maintenance and good condition of the roof and supporting walls of the building leased hereunder and for maintenance in good working condition of all mechanical equipment (including but not limited to heating and air conditioning equipment) installed and provided by the LESSOR. The LESSEE shall be responsible for the maintenance in good condition of interior surfaces, floors, doors, ceilings, and similar items except that the LESSEE shall not be responsible for fair wear and tear or for major damage or destruction of such walls, grounds, surfaces, or any structural component of the premises.
14. HEATING AND AIR CONDITIONING; JANITORIAL SERVICES: LESSOR shall provide and maintain heating and air conditioning in good working condition. Temporary stoppages of heating services for the purposes of maintaining or repairing heating equipment and facilities shall not constitute a default by LESSOR in performance of this Lease, provided that the LESSOR exercises due diligence and care to accomplish such maintenance and repair and such stoppages do not continue to an unreasonable length of time. LESSOR shall be responsible for commercially reasonable janitorial service and trash removal from leased premises.
15. PERSONAL PROPERTY AND IMPROVEMENTS: Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.

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

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

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

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

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

default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by state or otherwise any may be enforced concurrently or from time to time.

23. SUCCESSOR AND ASSIGNS: This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.
24. ALTERATIONS AND PARTITIONS: The LESSEE may make reasonable alterations and partitions to the interior of the premises to enhance their suitability for the uses contemplated in this Lease Agreement, provided prior written approval of the graphic plan for alterations and partitions shall be obtained from the LESSOR, who shall not unreasonably withhold such approval.
25. UTILITIES: Electrical power, water, and sewer services to serve the leased premises shall be at LESSOR'S expense. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease. LESSEE shall be prudent in its use of utilities and compliant with the LESSOR'S practices and policies related to utilities.
26. RISKS OF LOSS: As between the LESSOR and the LESSEE, any risk of loss of personal property placed by the LESSEE in or upon the leased premises shall be upon and a responsibility to the LESSEE, regardless of the cause of such loss.
27. DESTRUCTION OF PREMISES: If the leased premises should be completely destroyed or damaged so that more than fifty percent (50%) of the leased premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage.
28. TERMINATION: If the LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of fifteen (15) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the premises without prejudice to any other remedies allotted by law; and/or, if the LESSOR SHALL fail to perform any of the terms and conditions heretofore set forth and shall continue in such default thirty (30) days after written notice of such default, the LESSEE, at its discretion shall terminate this Lease and vacate the leased premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law.
29. OCCUPANCY AND QUIET ENJOYMENT: LESSOR promises that LESSEE shall have quiet and peaceable possession and occupancy of the above leased premises in accordance with the terms set forth herein, and that LESSOR will defend and hold harmless the LESSEE against any and all claims or demands of others arising from LESSEE'S occupancy of the premises or in any manner interfering with the LESSEE'S use and enjoyment of said premises.
30. MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
31. MERGER CLAUSE: This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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

E. Approval of Settlement of Blue v. Cumberland County

BACKGROUND:

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

RECOMMENDATION/PROPOSED ACTION:

It is recommended the settlement be approved.

SETTLEMENT AGREEMENT

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

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

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

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

1. Cumberland County shall bring the subject property into ADA compliance with seven (7) years from the date of the execution of this agreement.
2. Cumberland County shall complete all remediation de minimis in expense within two (2) years from the date of execution of this agreement. Cumberland County shall install directional signage to compliant restrooms on the property within the same two (2) year time frame.
3. Cumberland County shall reimburse plaintiff’s fees and expenses in the amount of \$45,000 within thirty (30) days of approval by the appropriate governmental body.
4. Jackie Blue shall dismiss the civil action within fourteen (14) days of receipt of the above payment.
5. This Agreement contains the entire agreement between the Parties with regard to the matters set forth in it and shall be binding upon and enure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. This agreement is the compromise of a disputed claim and shall not be construed as an admission of liability. This agreement may not be amended except by written consent of the Parties.

F. Approval of Acceptance of Offer to Purchase Certain Real Property Being 1.19 Acres Located Off Slocumb Road, Fayetteville, NC

BACKGROUND:

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

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

RECOMMENDATION/PROPOSED ACTION:

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

- G. Approval of Acceptance of Offer to Purchase Certain Real Property Located at 420 Bryan Street, Fayetteville, NC 28305

BACKGROUND:

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

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

RECOMMENDATION/PROPOSED ACTION:

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

- H. Approval of Payment of Prior Year Invoices to Echelon Consulting, Inc. for Foster Care Board Charges

BACKGROUND:

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

RECOMMENDATION/PROPOSED ACTION:

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

- I. Approval of Payment of Prior Year Invoices to Kidspace Corporation for Foster Care Board Charges

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

RECOMMENDATION/PROPOSED ACTION:

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

- J. Approval of Prior Year Payment Requests from Cumberland County Public Health Department – Jail Health Program

BACKGROUND:

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

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

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

RECOMMENDATION/PROPOSED ACTION:

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

K. Budget Revisions:

(1) School Capital Outlay

- a. Revision in the amount of \$3,795,562 to appropriate fund balance to budget Capital Outlay Category I expenditures as approved by the Cumberland County Board of Education on November 10, 2015. (B16-146) Funding Source – Fund Balance Appropriated
- b. Revision in the amount of \$57,740 to appropriate fund balance to budget Capital Outlay Category II expenditures as approved by the Cumberland County Board of Education on November 10, 2015. (B16-146A) Funding Source – Fund Balance Appropriated
- c. Revision in the amount of \$181,725 to appropriate fund balance to budget Capital Outlay Category III expenditures as approved by the Cumberland County Board of Education on November 10, 2015. (B16-146B) Funding Source – Fund Balance Appropriated

(2) Federal Forfeiture Justice

Revision in the amount of \$46,250 to recognize additional receipts and allocate fund balance for additional expenses. (B16-147) Funding Source – Federal

(3) NC Aids

Revision in the amount of \$40,435 to budget additional State Funds received to support piloting a women’s Safe Spaces group. (B16-148) Funding Source – State

(4) Community Development

- a. Revision in the amount of \$14,402 to recognize funds received from the Salvation Army to repair units for Care Center Transitional Housing Program. (B16-150) Funding Source – Other
- b. Revision in the amount of \$26,657 to carry forward prior year grant funds into FY2015-2016 budget. (B16-153) Funding Source – Federal
- c. Revision in the amount of \$206,108 to carry forward prior year grant funds and the match into the FY2015-2016 budget. (B16-154/154A) Funding Source – Federal and County Match

- d. Revision in the amount of \$20,702 to carry forward prior year funds into FY2015-2016 budget. (B16-155) Funding Source – Fund Balance Appropriated
- e. Revision in the amount of \$35,562 to carry forward prior year grant funds into the FY2015-2016 budget. (B16-156) Funding Source – Federal
- f. Revision in the amount of \$250,000 to carry forward prior year grant funds into the FY2015-2016 budget. (B16-157) Funding Source – Federal

(5) Public Safety Other

Revision in the amount of \$94,500 to increase the budget due to the expenditures related to Self-Contained Breathing Apparatus (SCBA) replacements and Chem Pro Air Monitors. (B16-158) Funding Source – Fund Balance Appropriated

MOTION: Commissioner Edge moved to approve consent agenda Items 4.A. – 4.K.(5).
 SECOND: Commissioner Council
 VOTE: UNANIMOUS (7-0)

PUBLIC HEARING

5. Public Hearing and Approval of Community Transportation Grant Submission for FY 16-17

BACKGROUND:

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

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

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

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

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

RECOMMENDATION/PROPOSED ACTION:

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

COMMUNITY TRANSPORTATION PROGRAM RESOLUTION

Section 5311

FY 2017 RESOLUTION

Applicant seeking permission to apply for Community Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) and seconded by (*Board Member's Name or N/A, if not required*) for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services consistent with the policy requirements for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, (*Legal Name of Applicant*) the County of Cumberland hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project, prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

NOW, THEREFORE, be it resolved that the (*Authorized Official's Title*)* County Manager of (*Name of Applicant's Governing Body*) the County of Cumberland is hereby authorized to submit a grant application for federal and state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural public transportation services.

I (*Certifying Official's Name*)* Candice White (*Certifying Official's Title*) Clerk to the Board of Commissioners do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (*Name of Applicant's Governing Board*) Board of Commissioners of the County of Cumberland duly held on the 7th day of December, 2015.

Joel Strickland, FAMPO Executive Director, reviewed the background information as recorded above. Mr. Strickland stated this is a recurring grant and this year there is an increase from the previous year of approximately \$70,000. Mr. Strickland stated this caused the local share to increase; however, this is a positive for the County because the County has been subsidizing the positions and this will save the County money over the previous year.

This is the duly advertised/noticed public hearing set for this date and time.

Chairman Faircloth opened the public hearing.

The clerk to the board advised there were no speakers.

Chairman Faircloth closed the public hearing.

MOTION: Commissioner Evans moved to approve submission of the FY 2017 Community Transportation Program Grant Application.

SECOND: Commissioner Council

VOTE: UNANIMOUS (6-0)

ITEMS OF BUSINESS

6. Nominations to Boards and Committees

A. Civic Center Commission (5 Vacancies)

Commissioner Adams nominated Mark Lynch, Judy Dawkins, Elizabeth Varnedoe, Robert C. Williams and Dineen Morton.

Commissioner Evans nominated Sheba McNeill.

Chairman Faircloth invited all attendees to the reception immediately following adjournment of the meeting.

MOTION: Commissioner Lancaster moved to adjourn.
SECOND: Commissioner Council
VOTE: UNANIMOUS (6-0)

There being no further business, the meeting adjourned at 9:38 a.m.

Approved with/without revision:

Respectfully submitted,

Candice H. White
Clerk to the Board